City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda

City Council

Tuesday, April 21, 2026 | **5:30 PM** | **Municipal Center, 300 S. Church**

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

Council Chambers, Municipal Center

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-26:031 MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 7, 2026

Attachments: CC Minutes 04072026.pdf

RES-26:038 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT INC. FOR THE 2026 ASPHALT MILLING AND OVERLAYS SELECTED CITY STREETS PROJECT - JOB NO. 2026:03

Sponsors: Engineering

Attachments: Bid Tab_Asphalt.pdf
Contract 2026 03.pdf

Legislative History

4/7/26	Public Works Council Committee	Recommended to Council

RES-26:039 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE HWY. 91 SIDEWALK AND LANE RECONFIGURATION PROJECT - JOB NO. 2026:10

Sponsors: Engineering

Attachments: Bid Tab_Sidewalk.pdf
Contract Documents 2026 10.pdf

Legislative History

4/7/26	Public Works Council Committee	Recommended to Council

RES-26:040 A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY26 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT)

Legislative History

4/14/26	Finance & Administration Council Committee	Recommended to Council

RES-26:041 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 505 W. WOODROW, PARCEL 01-144073-17500, OWNED BY THOMAS & LINDA BOBBITT IN THE AMOUNT OF $5,826.87

Sponsors: Code Enforcement and Finance

Attachments: INVOICE REQUEST.pdf
OFFICIAL INVOICE.pdf
VIOLATION NOTICE.pdf

Legislative History

4/14/26	Finance & Administration Council Committee	Recommended to Council

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

RES-26:037 A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR A LIGHTING PEDESTAL ALONG HUNTINGTON AVENUE

Sponsors: Engineering

Legislative History

4/7/26	Public Works Council Committee	Recommended to Council

RES-26:042 A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND

LIGHT FOR CITY-OWNED PROPERTY

Sponsors: Engineering

Legislative History

4/14/26	Finance & Administration Council Committee	Recommended to Council

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-26:014 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1 TO C-3, LUO FOR PROPERTY LOCATED AT 5925 EAST JOHNSON AVENUE

Attachments: H26-014 - Rezoning Plat-5925 E. Johnson.pdf
Staff Report - 5925 E. Johnson.pdf
horizon.pdf
MAPC Minutes 03.24.26.docx

ORD-26:015 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RM-8 TO RS-5 FOR PROPERTY LOCATED AT 1601 GRANGER DRIVE AS REQUESTED BY CRAFTON TULL

Attachments: Application
Plat
Notification
Staff Summary RZ_26-07
MAPC Minutes 04.14.26
Receipt

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-26:008 AN ORDINANCE TO AMEND ORDINANCE 93:741 TO REINSTATE THE MULTI-WAY (FOUR-WAY STOP SIGNS) AT RAINS AND WILKINS INTERSECTIONS

Sponsors: Engineering

Legislative History

3/17/26	Public Safety Council Committee	Recommended to Council
4/7/26	City Council	Held at one reading

ORD-26:009 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

3/17/26	Public Safety Council Committee	Recommended to Council
4/7/26	City Council	Held at one reading

ORD-26:010 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

Legislative History

3/17/26	Public Safety Council Committee	Recommended to Council
4/7/26	City Council	Held at one reading

ORD-26:012 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 6904 E. HIGHLAND DRIVE

Attachments: Application
Plat
Deed
Certified Mail Receipts
Staff Summary RZ 26-06
MAPC Minutes 03.24.26
Publication Receipt

Legislative History

4/7/26	City Council	Held at one reading

ORDINANCES ON THIRD READING

ORD-26:011 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 C-2 TO C-3 FOR PROPERTY LOCATED AT 2005 EAST HIGHLAND DRIVE

Attachments: Application
plat
Deed
EAAAA - Certified Mail Receipts
Staff Summary
MAPC Minutes 03.10.26
AE.pdf

Legislative History

3/17/26	City Council	Held at one reading
4/7/26	City Council	Held at second reading

8. MAYOR'S REPORTS

COM-26:020 FEBRUARY 2026 FINANCIAL STATEMENTS

Sponsors: Finance

Attachments: February 2026 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

Text File

File Number: MIN-26:031

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 7, 2026

City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes
City Council

Tuesday, April 7, 2026 | **5:30 PM** | **Municipal Center, 300 S. Church**

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

PUBLIC HEARING AT 5:25 P.M.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

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

Absent 1 - Anthony Coleman

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

Approval of the Consent Agenda

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

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

Absent: 1 - Anthony Coleman

MIN-26:027 MINUTES FOR THE CITY COUNCIL MEETING ON MARCH 17, 2026

Attachments: CC Minutes 03172026.pdf

A motion was made that this Minutes be Passed . The motion PASSED BY VOICE VOTE

RES-26:033 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO,

ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 3648 HUDSON , PARCEL 01-144102-09400, OWNED BY NEEDSPACE HUDSON, LLC IN THE AMOUNT OF $2,115

Attachments: COUNCIL NOTICE
OFFICIAL INVOICE
REQUEST FOR INVOICE
VIOLATION NOTICE

THIS ITEM WAS APPROVED ON THE CONSENT AGENDA.

Enactment No: R-EN-051-2026

RES-26:034 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2620 CRAWFORD#11, PARCEL 01-144273-02200, OWNED BY HILLTOP RENTALS, LLC IN THE AMOUNT OF $3257.34

Attachments: 242672 VIOLATION LETTER
COUNCIL NOTICE
INVOICE REQUEST
OFFICIAL INVOICE

THIS ITEM WAS APPROVED ON THE CONSENT AGENDA.

Enactment No: R-EN-052-2026

RES-26:035 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 607 ALFRED WATKINS, PARCEL 01-144083-14500, OWNED BY WESLEY KYLE GRIMES IN THE AMOUNT OF $465

Attachments: COUNCIL NOTICE
INVOICE REQUEST
OFFICIAL INVOICE
VIOLATION NOTICE

THIS ITEM WAS APPROVED ON THE CONSENT AGENDA.

Enactment No: R-EN-053-2026

RES-26:036 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1100 HUNTINGTON, PARCEL 01-143134-01900, OWNED BY VERNON WOOD IN THE AMOUNT OF $415

Attachments: COUNCIL NOTICE
INVOICE REQUEST
OFFICIAL INVOICE
VIOLATION NOTICE

THIS ITEM WAS APPROVED ON THE CONSENT AGENDA.

Enactment No: R-EN-054-2026

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

RES-26:031 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A TWO-YEAR LEASE CONTRACT FOR THE PURCHASE OF FIVE SANITATION SIDE LOAD TRUCKS, ONE SANITATION FRONT LOAD TRUCK AND ONE SANITATION REAR LOAD TRUCK

Attachments: AEF Document Package - CITY OF JONESBORO, ARKANSAS (8).pdf

Councilmember David McClain said, Mayor, I have one question, or maybe two. So it's five trucks, it says five trucks, one sanitation front load and one sanitation rear, so it's seven total, correct? That's what I was listening to on finance. But, then also, when we, it's a lease, and we're going to sell it back to the vendor, what typically do they give us, just a rough number, percentage-wise, we pay however much we pay, what do we typically get back from this? I know these trucks are going to be beat up when they get them back, so I'm just curious what, and does that number go towards the purchase of a new truck? Explain that a little bit to me. Finance Director Steve Purtee said, they are, it's a capital lease. We take ownership of the property and it's through this financing arrangement. The concluding, conclusion of the lease, the buybacks are almost usually always executed. We allow the vendor to do that. The return is about 55-60% of the purchase price. And, because of the utility of these vehicles, their daily usage, they are pretty heavily used at the end of a two-year period. This is the third group of these specific trucks that's been entered into in a lease contract, so this will get us through year six relative to this type of equipment here. And, the discretion is ours whether they're retained or if they go back to the vendor. Councilmember McClain asked, in the past, we've usually sent them back to the vendor? Mr. Purtee replied, most usually, yes. Councilmember McClain said, okay, perfect, thank you.

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

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

Absent: 1 - Anthony Coleman

Enactment No: R-EN-055-2026

RES-26:032 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO MAKE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD COPENHAVER

Councilmember Chris Gibson said, move to adopt, but I think there's some amendments to the CDBG. Councilmember Brian Emison and Councilmember Chris Moore seconded the motion. Mayor Copenhaver said, there are. Brian, would you come forward? Chief Administration Officer Brian Richardson said, sure. On the CDBG, we just need to probably just strike all of those and catch those up on the next resolution, which should be coming here pretty soon. There's a couple people that weren't on that list that were intended to be, and I think there's a couple of terms and a couple of people that are on the list that are conflicted out due to their contribution that CDBG gives a certain non-profit. So, we just ask that we just remove them. We could clean all that up here, but I think that would probably constitute a significant change, and there's just no need for that. So, we just ask to strike those off and then we will catch those up on the next resolution. Councilmember Gibson said,

I'll amend my motion to strike the CDBG portion of that resolution. Councilmember Chris Moore said, I'll amend my second. Councilmember Janice Porter said, I would ask that the record show that I'm recusing from discussion and from a vote because I am one of the nominees. Councilmember Dr. Charles Coleman said, I am too. Councilmember Ann Williams said, I am as well. The vote was as follows: Abstain - Porter, C.Coleman, Williams; AYE - Emison, Moore, Gibson, McClain, Hafner, Miller, Street; NAY - Bryant. The motion passed. Mayor Harold Copenhaver said, I do appreciate people for stepping up and volunteering to be a part of our community in so many ways.

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

Aye: 7 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller and John Street

Nay: 1 - LJ Bryant

Absent: 1 - Anthony Coleman

Abstain: 3 - Janice Porter;Charles Coleman and Ann Williams

Enactment No: R-EN-056-2026

6. NEW BUSINESS

COM-26:018 DECISION BY THE CITY COUNCIL REGARDING THE REQUEST BY GUSTAVO CABRERA TO ESTABLISH A TAXICAB SERVICE.

Attachments: Taxicab Operator Application_Redacted
Request Letter for Taxi Express
Publication Receipt

City Clerk April Leggett stated, Mayor Copenhaver has stated that it is his understanding that Mr. Gustavo Flores Cabrera has fulfilled all the requirements to establish this service, so we need a motion and a second to approve his service. Councilmember Brian Emison motioned, seconded by Councilmember Chris Moore, to approve Mr. Gustavo Flores Cabrera's Taxicab Service. All voted aye.

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

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

Absent: 1 - Anthony Coleman

ORDINANCES ON FIRST READING

ORD-26:008 AN ORDINANCE TO AMEND ORDINANCE 93:741 TO REINSTATE THE MULTI-WAY (FOUR-WAY STOP SIGNS) AT RAINS AND WILKINS INTERSECTIONS

Councilmember John Street motioned, seconded by Councilmember Chris Moore to suspend the rules and offer ORD-26:008 by title only. All voted aye.

Held at one reading

ORD-26:009 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 Chris Gibson to suspend the rules and offer ORD-26:009 by title only. All voted aye.

Held at one reading

ORD-26:010 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Councilmember John Street motioned, seconded by Councilmember Chris Moore to suspend the rules and offer ORD-26:010 by title only. All voted aye.

Held at one reading

ORD-26:012 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 6904 E. HIGHLAND DRIVE

Attachments:
Application
Plat
Deed
Certified Mail Receipts
Staff Summary RZ 26-06
MAPC Minutes 03.24.26
Publication Receipt

No motion to suspend the rules and offer by title only was made so ORD-26:012 was read in it's entirety by Assistant City Attorney Tom Haynes.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-26:011 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 C-2 TO C-3 FOR PROPERTY LOCATED AT 2005 EAST HIGHLAND DRIVE

Attachments:
Application
plat
Deed
EAAAA - Certified Mail Receipts
Staff Summary
MAPC Minutes 03.10.26
AE.pdf

Held at second reading

ORDINANCES ON THIRD READING

ORD-26:006 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

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;Kevin Miller;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Anthony Coleman

Enactment No: O-EN-014-2026

ITEMS THAT HAVE BEEN HELD IN COUNCIL

RES-26:028 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A CONTRACT TO LEASE OFFICE SPACE FOR E-911 ADMINISTRATIVE STAFF AND AMEND THE FY2026 BUDGET

Attachments: SKM_C300i26030410150 (002).pdf

Mayor Harold Copenhaver said, I would like to ask council if I can get a second to remove indefinitely. We have come across, Tony Thomas has been working, and I think we've got it worked out to where we're going to be able to use the Veterans Cottage Community Room at no cost as an option to provide our 9-1-1 administrative staff ability to use that facility until another facility is built. Thus, we don't have to get into a contract and negotiations for another couple of years with expenditures. Councilmember Chris Moore motioned, seconded by Councilmember David McClain, to postpone RES-26:028 indefinitely. All voted aye.

A motion was made by Councilperson Chris Moore, seconded by Councilperson David McClain, that this matter be Postponed Indefinitely. The motion PASSED with the following vote.

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

Absent: 1 - Anthony Coleman

8. MAYOR'S REPORTS

Mayor Harold Copenhaver reported on the following:

I think you will have the financial statements for you as well on the annual Airport Commission, but I also want to remind you that now we have the second monthly end reports. They're there before you on the desk with Brian. They do have your name on them. Please pick them up after the meeting. I'm very pleased with the development of this process. It keeps, not only council, and the next meeting we will have then a presentation, a summation of that report for the community as well, so we can keep

them abreast of everything going on. So, as I move forward in the Mayor's Comments, Craig will be discussing several of the projects that are moving forward in the community, and then I'm going to have Jim kind of give us an update of Parks and Recreation. I think it's important at this time of year that we see a lot of traction and movement in that area.

So, good evening, Council. The March city report's ready to pick up, as I just went over.

Speaking of city staff, I want to give a big congratulations to Employee of the Month, Ryan Brashear, GOJO Marketing Coordinator. He's new to the city, just six months into the position, but he's jumped right in, helped launch a new transit branding with enthusiasm and professionalism. He's really taken on his role, and his recognition is well-deserved. Thanks to First Security Bank for sponsoring the Salute to the City Award, making it possible to show appreciation for city employees who go above and beyond their job duties.

There's been three weeks since our last city council meeting, and it's been busy. I've been grateful to celebrate ribbon cuttings like the highly anticipated Whataburger and proclamations like Arkansas Single Parent Scholarship Fund, supporting single parents by helping them pursue education and build financial independence. Valley View Elementary hosted the Arkansas Rice in Schools program initiated by Governor Sanders this week, and needless to say, it was very tasty, and it was an encouraging event, educating our youth all over our city about what rice and how we are very wholesome in that, and it's very locally grown. Always great to see students engage and take pride in the rice farming industry.

We also had opportunities to welcome new folks to the community. We had a meeting yesterday with the new UAMS Chancellor, Dr. Lowry Barnes, who will no doubt build the hospitable culture that fits right into Jonesboro and the most generous community.

Generous efforts to support the most vulnerable in our community were on display this month as well. It was a privilege to join Judge Day and others in support of the Child Abuse Prevention Month with the proclamation and CASA a storybook luncheon fundraiser at Embassy Suites. The work of CASA continues to reach those who need our support the most. The nonprofits within Jonesboro are amazing partners to continue with much needed work within our region, and I'm so grateful they do so. And, I believe CASA has now been here for over 30 years, and it was a wonderful event for those that have taken their time, because it is not just a one-year commitment. It's a multi-year commitment as you continue to learn in how many youth it has affected for foster care in the city.

Spring brings forth a lot of people out and about within opportunities for connecting as our community within two dozen parks and community centers. A lot of activities are happening around the city. Make sure you take full advantage of the beautiful weather days and get out on the side paths and bike paths. At this point, Jim, if you don't mind, come forward, just kind of give us a little update like you did Monday morning in our Directors' meeting. I'd appreciate it.

Parks and Recreation Director Jim Stearns said, thanks, everybody. It's always good to see you guys on a beautiful day. I can't get out enough. A couple of things I want to report to you guys. We're trying to make sure that we always have a financial summary at the conclusion of all of our events, so we want to give you a little update. As most of you know, we made a little over $70,000 in two volleyball tournaments this year. Some of you have been on other committees, I've presented this to you as well.

And then, the question that came up publicly is, what have we done with that money? And so, I want to make sure we clear that up today so that there's no questions about that going forward. People keep asking us about tournaments and I just the why we are not in the tournaments business, this will sum it up for you guys really quick. So, the Icebreaker Tournament that we held January 17th, we raised $42,207 for that tournament. We totaled expenses of about $32,000, which left us about $9,645 of profit. On the surface, that seems like a really good deal, and it sounds great to make $10,000 on a tournament, but the additional expenses that incur when you have a tournament, by taking staff away from their normal duties to put on an additional event, it totals about $8,650. And so, at the end of the day, with the Icebreaker, the profit was about $995. We saw a similar outcome with the We Care Tournament that was held on February 18th. We generated $27,920 in that tournament. The direct expenses left us at a hole at $960 minus. When you include that staffing cost of what it took people from their normal jobs to put that tournament on, that was a total of about $7,500. So with those two tournaments that we put on, we lost $6,505 in real money and I have an expense report. You guys are welcome. I'll be glad to send that to you guys if you want to see it. But when people ask about the tournament business, we're not in the tournament business for that very reason. We don't have the resources to go out and solicit sponsorship. We don't have the staffing that can do tournaments. So what we're going to focus on and continue to focus on is offering no-cost, low-cost youth recreation. And, so, we just concluded a six-week basketball season. That six-week youth basketball season, we saw 975 kids signed up. We played 37 games every Saturday for six straight weeks, a total of 222 games. We had three forfeits the week of spring break. It was the only missed opportunities we had the entire season. With that in the season, we had 7,717 spectators, family, friends, and support that came to the tournament. We generated about $30,000 in revenue through the tournament. We had expenses of about $27,115, which left us with a profit of about $3,000. So for us to continue to do due diligence with taxpayer money and for us to be really conscious of what we do with youth sports, we're in the youth sports business. We're not in the tournament business. And you can see by the financials, and certainly I can share those with you, as you know. And the great news about that is we handled a lot of cash over those events. And we are now at the point, as has been asked by many, that we are working on this cashless option for youth sports and for all Parks and Rec's point of sales. And so we're really excited about this and want to give you some information. So since the beginning of the year, my team, as well as the Finance Department, Steve Purtee and his team, we've been discussing this issue and we've been investigating. And what we try to do is we try to use our existing equipment at first. And as you guys, I sent you guys an email on March 5th that kind of showed us where we were and the initial cost of that's going to be about $25,000. And we're not trying to make excuses of why we haven't got there yet.

We're trying to do our due diligence with the taxpayers' money. And really, it was hard for us to commit that $25,000 to start this cashless option up without continuing to research. And so what we did, and I'll just give you a quick summary. We met with the local baseball organization after they had announced that they were going to go cashless. And as we heard a lot of positive feedback from that committee, we reached out to another company that's offering a point of sale service. And we coordinated a meeting with them, and then we coordinated a meeting with the city's Finance Department for a demo. And what we found is by really consciously making that good decision, we actually are going to start the cashless option process in the next week or so. We've been approved, and we're working on ordering equipment. We're hoping by maybe April 18th that we have that in place at all field sports and Joe Mack Campbell. But that entire system to be cashless at all point of sales points in Parks and Rec outside of Craighead Forest is going to cost us less than $20,000. And so we thought we made a better decision by being patient and looking at all our

options. And so what we hope is by the end of the year, we're going to have a cashless option at every facility, at every point of sales opportunity for youth sports.

Councilmember Dr. Charles Coleman said, you know, I've asked this question before, and I still don't agree with that total cashless issue that we're dealing with. I think we need to find some alternative ways of helping communities, especially those people that don't have cards or these types of things. We need to do something different. You know, you say the city is not a part of making money, but I guess I look at it from a different perspective, you know. And I'm not just talking about the north side of Jonesboro, but, you know, I've brought this up once before. And I'm not going to keep kicking this can down the road again because it's a problem. And we need to do something different. Mr. Stearns said, yes sir. Mayor Copenhaver said, Councilman Coleman, Jim, if you would expand, you said option, that's the key. Mr. Stearns replied, option, yes, sir. It's not going to be, we will have a cashless option at all of our events. We will still accept cash at all of our events. Councilmember Dr. Charles Coleman said, well, y'all need to make that clear because when you say one thing, then you do another and somebody brings something up. Mr. Stearns replied, no sir. We will never move away from cash as an option to attend events. We want to offer a cashless option for those people that don't use cash that prefer to use debit or credit. Councilmember Chris Moore said, I'm personally glad to hear that, Mayor, because I just got on Dr. Coleman before the meeting. Jonesboro High School's moved to a completely cashless option at all of their sporting events. And you can't even take a debit card or a credit card. You have to have an app on your phone and buy your ticket in advance. And we've went over to Chandler's game the last couple of weeks and there's people who walk up, grandparents, and other people walk up to buy a ticket to get in, and they can't get in. You know and so as long as there's a cash option then that will be a good thing. Mr. Stearns replied, there will always be a cash option, yes, sir. Our mission is to not ever prohibit a family member or anybody from coming to attend our sporting events. For us, in three events, we handled $100,000 in cash. Outside of a small amount of concessions, in the two volleyball tournaments and the six-week basketball tournaments, my department handled $100,000-plus in cash. And what we're trying to do, one, just to be safer for everyone, that's a lot of... The problem with cash is... Councilmember Dr. Charles Coleman said, well, I understand it, but you know, you ought to have people in place to deal with this to make sure. Okay, I understand the problem with taking cash and making sure it ends up in the right perspective in the right place and the right time. But, you know, you're talking to a Councilperson, but when you're talking to people in the community that don't have funds, especially right now with this economic system, the way it's going right now, you know, I just feel for the general area of Jonesboro. And once again, I'm repeating myself. It's not just about the Northside even though I represent part of that area. Chris represents part of that area. But we need to be able to say thanks to those people in the community. You know, about... I mentioned to you once before about even doing something about flyers and these type of things, you know to help out with the schools, because I did check, because it was mentioned about last week, last year, something was done with passes or something was done for the school board. Well, I'm on the school board. There were no passes given out to nobody on the school board from the administration or anybody else? You know, so those things just need to be taken care of. And I'd just like to, you know, make sure it's clear. So when I'm talking to constituents in the community, you know, so I'm glad to hear that there's an option. Mr. Stearns replied, yes, sir, it would be just an option. Councilmember Dr. Charles Coleman continued, but I think it needs to be a little bit clearer, you know, from a media standpoint. Mr. Stearns said, we're going to work closely with the Communication Department in the city to make sure as we start promoting this that we're really keeping the public informed the best we can. And we'll also promote that in all our community centers and all our park facilities. We want to promote the fact that it's a cashless option, but we still always accept cash as entry

fee, concessions, et cetera. So really, great help with the city. My team really stepped forward, did a lot of diligence and research. The original system that we currently use now, the cost to make with, we just found a better option for the city and the taxpayer's money. We're still challenged on how we're going to pay for it and how we're going to figure it in our budget, because this was not an item we had budgeted for and planned for. It was not planned in 2025 for 2026. But we're going to make this work because we think it's what's best for Parks and Rec and we certainly think it's what's best for the community. And so we're really getting there, and we appreciate your patience with us and your guidance, certainly, because it's really what's helped fuel it. And certainly the feedback has been great to know that we want to get out there.

Quick update with our pools. Just to let you guys know, pool season is close around. Our goal is to have our pools up and operational fully, both splash pads at Craighead Forest and Allen Park, and then have our pools operational by May 1st. We're in place now. We have 19 lifeguards on board, hired. We're hoping to add another 10 before the end of the month, and we're closely going there. So certainly, again, at the conclusion of every event, we want to make sure we have a financial report for you guys so you guys know where we stand and that we're being conscious of all of our decisions. Youth sports is about to start, off-field sports. Next Saturday, we have almost 1,500 kids signed up for youth soccer. We have 300-plus kids signed up for flag football. I have 90 young ladies signed up for cheer. Those will be at Joe Mack Campbell starting Saturday. Unfortunately, the rain last weekend kind of put us behind. Mayor Copenhaver said, alright, Jim. Thank you very much.

Councilmember Chris Gibson said, just one quick comment, or I guess more of a question, and I don't even know how we get there. But in regard to the three tournaments we put on, at the end of the day, between the three, we lost $3,000, which a loss is a loss. It sounds dismal. But I'd like to know how that translates into community impact dollars. You know, because those people were in town spending money and supporting local businesses, and I'd just like to know how that translates in some form or fashion. Mr. Stearns said, probably the two volleyball tournaments probably had a pretty high impact since most of those teams were from out of town. The basketball season is local Jonesboro children participating. We've stopped doing tournaments at the end of youth basketball because we're not about the competition part. We're really about exposing them to the sport. Mayor Copenhaver stated, Jim, we also had a shooting tournament this past weekend. Now the majority of those individuals, if I remember right, were competitors, were from out of town councilman. So I think the report was that quite a few of them did spend the night. Mr. Stearns said, yes sir. We hosted a special black light trap Friday night for the Mountain Home trap team. They brought 30-plus shooters. And Joey Glaub reported to me that they indicated about half of the Mountain Home trap team spent the night this weekend. And so they shot before the mosquitoes got bad.

Councilmember Janice Porter said, one quick question, please. Last year there was an issue with having adequate lifeguards to keep the pools open to the maximum amount. Do you feel like you're on track to have adequate coverage? Mr. Stearns replied, I'll just say that my new pool manager is a rock star. He is so locked in to improving the pool and pool operations. I really feel like that he's created a whole new lifeguarding swim lesson program. I really feel pretty confident that outside of something just unanticipated happening, I feel we'll be open for the full season. Councilmember Porter said, thank you. Mayor Copenhaver said, Jim, you do have the answer in fullness to her question. You've got about two-thirds of the lifeguards hired at this point, correct? Mr. Stearns said, yes, sir. We have 19 guards hired, and our goal is to have 30 by May 1st. Councilmember Dr. Charles Coleman asked, is there public notice about maybe free classes for those kids that can't swim? Mr.

Stearns said, we actually have a new swim instruction program that we implemented this year. Darian, my pool manager, we're going to do morning swim lessons at Parker Park Monday through Thursday. We'll have eight total sessions, and we're going to do evening lessons at the Youth Center. And, we'll have the same eight sessions Monday through Thursday. And, so we're going to really work hard to get more and more kids into a swim lesson opportunity. Mayor Copenhaver said, Jim, thank you very much.

Also, this coming week is the Jonesboro Disc Golf Tournament coming to Disc Side of Heaven, next door to Beatrice Park at Casey Springs Road. So if you've never been, you need to go. This is a really cool event. I will not be playing, but the pros from all over the world will be here for a national event.

In addition, the neighborhood cleanup hosted by the City Sanitation and Code Enforcement Departments will take place on Saturday from 8 a.m. to noon behind the First United Methodist Church on Union. The West End Spring Spruce Up event will be taking place at the same time. So this is really going to be key for West Jonesboro and all of our community, actually.

Keep Jonesboro Beautiful Facebook page is up, and they're looking for volunteers. So keep our neighborhoods clean, green, and beautiful.

Community Connection was on display last week during Play in Jonesboro Design Week. Thank you to all who attended, and a special thanks to councilmembers. I saw Councilman Miller and Councilman Porter and Councilman Williams, and I think some others have participated as well. I would challenge you to really get involved in this process. And we had, I would say, what, over, where's Derrel, about 300 participants or so? Planning Director Derrel Smith said, all week, yes. Mayor Copenhaver continued, all week and arranging DPZ and Crafton Tull, they set up shop at the Jonesboro Youth Center, supported by city staff. There were two open houses, media hour, seven stakeholder group meetings, and two pop-up events all in a week. Again, I said 300 in attendance. But the input is important, and it is being utilized to build a 30-year comprehensive plan. I'm especially proud, though, as well, as the students who attended. A whole group of students were hanging out at the community center as well, and they came in to engage, and they gave their input. Now, DPZ's has been doing this for quite a while, and they've never really had the input of the Mayor's Youth Council like they had. And so it was really important because their ideas were creative, they were strong, and it's their community for the future. The survey is still open. We've had over 600 people take that survey, but we need to get to about 1,000 to have an active count of our community. So please visit planjonesboro.com to take the survey and to ensure your voice is heard.

One thing we always hear about is we need more work on our roads. So we hear you. As you recall, four years ago, we engaged First Step Pavement Management for a review of our roads. While we typically follow that, there were always special circumstances like utility work and hard winters that impact our streets. For those of you who don't know, the West End will now have a lot of newly paved streets and a brand-new sewer system courtesy of the recent completion of a multimillion-dollar project that will be ongoing, I think, Craig, through 26 as well, correct? With City Water and Light for many years to come, probably. When that project on the west side concluded, it was mostly due to cold overlays, and so the repair areas were just patched. But now that the warmer weather has arrived, permanent weather repairs are following and coming soon. I can't say enough. I want to thank City Water and Light for their constant investments in our community. And thanks to Council for approving the $3 million in overlays in 26. We've come a long way from $500,000 in our street budget. Now, there are four remaining roads that were left from 2025, and

they were just completed a week or so ago. Huntington, Longcrest, East Craighead Forest Road, which are now all paved. In 2026, the overlay bids came back April 1st, and the Streets Department is working on to preparing them as well. So I've asked Craig to kind of give us an update. He's provided, I think, to Council. Craig, if you would, please come forward and kind of go over your worksheet. I think it's important for Council to hear this.

Engineering Director Craig Light said, thank you, Mayor, City Council. I handed out before the meeting a copy of my spreadsheet that I keep on where the projects are in my department. Try to keep up with everything that's going on.

Just as the Mayor was talking about, the asphalt projects for 2025 are now complete. The 2026 projects, the award for the contract was at the Public Works earlier tonight, so it would be before City Council at their next meeting to approve that. We did get pretty good bids on the overlays for 2026.

Just to give you an idea of some of the projects we're currently working on, there's active construction, Huntington Avenue lighting project. The contractor started work on that. Our on-call contractor started work on the sidewalks on Rains Street. That is between Highland Drive and Wilkins Avenue. We're hoping to extend that all the way to Nettleton if we have the available funds.

We've been working on some drainage pipe, replacing some old plastic pipe in the Deerfield neighborhood out in Valley View. We have a contractor working down there on that project.

Tomorrow we'll hold the pre-construction meeting on the Craighead Forest Motorized Trail project. So, we'll meet with the contractor tomorrow on that, set a start date, and that work should begin pretty quickly.

We continue to work with the GOJO Department on their bus stops. I think at last count there were 33 that had been installed. They were beginning to get the electrical pieces and the IT pieces on those facilities started. So moving through that project and hopefully to see that completed soon.

Again, the asphalt overlay project was at Public Works earlier this evening along with the Johnson Avenue side path project. It will be before you in two weeks to approve that construction project. That is one of the bond projects. So, we'll get that approved in two weeks, I hope, through City Council and get that contractor started on that project.

Our next project that we'll open bids on is the Southwest Drive and South Culberhouse Pedestrian Improvement Project at that intersection. That bid opens on April 15th, so we'll have that before Council pretty quickly to award that contract as well and get that project started.

We recently received the final plans for the Main Street Pilot Project. If you remember, that was a proposal that EDG Design Group brought forth to City Council about taking Main Street down to a single lane from Washington to Creath. We do have those plans now and we're coordinating with the Street Department to implement that. Right now their paint guys are busy putting pavement markings down on Huntington and Matthews and out at Craighead Forest. So they need to get caught up on those projects before we start on it. But, hopefully in the next few weeks we'll begin work on that Pilot Project on Main Street.

A few other of the bond projects. The Real-Time Intelligence Center project. We hope

to have the bids by May 5th to get the maximum guaranteed price for that contract with our construction manager and bring that before City Council to get approved and get that fully executed and hopefully see a ground-breaking in early June on that project for the new 9-1-1 Real-Time Intelligence Center.

We continue to work on the South Caraway Road project. We're targeting about an August bid opening for that project. We currently, we do have all of the right-of-way required. We're working with utility companies on that project and we're aiming for an August bid opening on it.

And then the survey work on the Prospect Side Path Trail Project has started. So we should be getting that information to the designers in the next couple weeks and they'll start the design of that side path project.

There's a lot of projects on this list. Those are the ones that I kind of keyed in on that are really kicking off construction-wise. But I'll be happy to try to answer any other questions about these other projects if you have any.

Mayor Copenhaver said, Council, do you have any questions on any of the projects? Councilmember Chris Moore said, Mayor, I just had one for him. Craig, I know you went over back there, but I was looking at your other list. What did you say the time frame was for the One Lane Main Street striping project? Because I had a lot of people ask about that. Mr. Light replied, we are coordinating with the Street Department and trying to get it on their schedule to get it done. They need to get the center line on Huntington, on Matthews, out on Craighead Forest to get those pavement markings done. Councilmember Moore said, just a time Craig. Mr. Light said, I am hoping within the next couple of weeks. Steve Tippitt is not here and it's his department and I don't want to put him on the spot. Councilmember Moore asked, would it be safer to tell them 3 or 4 weeks as opposed to 2 or 3 weeks? Mr. Light said, yes, we're pushing to get that thing done. Councilmember Moore said, that's a big deal. There's a lot of people waiting on that. So when they reach out, I'll tell them 3 or 4 weeks or call you, one of the two. Thank you. That's the only question.

Councilmember David McClain said, I've got one, Mayor. Mayor Copenhaver said, yes sir, Council. Councilmember McClain continued, just looking over at the sidewalks, paths, the University Heights Link Trail. So it says 100% plans to ARDOT, utility relocation. So this is the part that goes beyond the new roundabout that's going, this is going east on Aggie, correct? Mr. Light said, this is going east to University Heights. Bowling Lane, I think, is the eastern end of it. So it'd be from ASU's property to Bowling Lane. Councilmember McClain asked, so have we decided on which part, side of the road, north or south? Mr. Light replied, that will be on the, the improvements will be the whole road cross section. Their will be sidewalks on the North, the trail, the side path will be on the South on that project. And those were submitted, the consultant told me he was submitting those to ARDOT today, the 100% plans. We still have to do the right-of-way certification and the utility certification before we can get authorization to advertise, but… Councilmember McClain said, give me a timeline we may see. I know, I know we're trying to ask you to… Mr. Light replied, yeah, I really would like to see us advertising this project this fall by September. I'd like to see it, us advertising for a contractor on it.

Councilmember L.J. Bryant said, Mayor, what about Winter Wonderland? Kind of where are we at on that and our thoughts and so forth? Mr. Light replied, that particular project has been, we've been having some discussion on it. The architects have kind of been halted about what direction we're going to actually go for that facility as a final. The estimated cost for the improvements is about $1.8 million. We do not have that money to do those improvements at this time. There's been some

other conversations about what that building could be used for other than or as part of these improvements, if whether or not they would satisfy those other things. So, a lot of discussions, but we haven't set a target end date on that yet. Mayor Copenhaver said, alright Craig, thank you very much for your update. Matter of fact, that just kind of leads into the finalization of my mayor's notes.

We celebrated ARDOT's ribbon cutting this Friday. It's a grand opening of ARDOT Northeast Jonesboro Satellite Office in downtown Jonesboro. If you have not been there, you need to go, council. The design-focused office will strengthen local collaboration and support the continued growth within the community. We're grateful to continue to work with the partnership with ARDOT for the region. Jared Wiley, obviously, I think we all know now, is an Arkansas State University graduate. Ms. Jessie, his assistant as well, is an Arkansas State University graduate, and so the footprint of what they're doing here for the community will be a big one for years to come. Now, Northwest Arkansas, they have a satellite office. Obviously, in Little Rock, they have their main office, and now, in Northeast Arkansas, the second-fastest growing community in the state has provided that opportunity, and I appreciate Jared Wiley and his leadership for getting that across the line, and obviously, our previous director, Alec Farmer, and our current director, as well, for working with that. There's going to be an impact for the City of Jonesboro and Northeast Arkansas. And, a little known fact, we have more than $100 million of projects that are going on right here in Jonesboro and our surrounding areas, so the impact is greatly needed.

Jonesboro has great things happening, so stay aware, and come here for events, get engaged, and give your input. Be sure to follow the city's social media outlets and visit the website and get the most accurate information. You are the heartbeat of Jonesboro.

COM-26:017 JONESBORO AIRPORT COMMISSION FINANCIAL STATEMENTS FOR THE MONTHS OF JANUARY 2026 AND FEBRUARY 2026

Attachments: JAC Jonesboro Airport Financials 01_26.pdf
JAC Jonesboro Airport Financials 2_2026.pdf

Filed

COM-26:019 JANUARY 2026 FINANCIAL STATEMENTS

Attachments: January 2026 Financials.pdf

Filed

COM-26:021 ENGINEERING PROJECT LIST HANDOUT FROM ENGINEERING DIRECTOR CRAIG LIGHT

Attachments: Craig Light Handout 04072026.pdf

Filed

9. CITY COUNCIL REPORTS

Councilmember L.J. Bryant said, Of course, I know federal changes are always aloof and out there, but it looks like CDBG could be on the chopping block. So, I know we're a long time from planning next year's budget, but I'm sure that's on your radar

screen anyway. Mayor Copenhaver replied, well, councilman, and so I'll just go ahead and reiterate, so I'm headed to Washington next week, and so those visits are set up, and that's on the agenda for our congressmen and senators to be discussed. You bet.

Councilmember Chris Moore said, just a couple of things, Mayor. I'm glad to hear Craig address the one-way on Main Street. That's going to be popular, especially after we had the death down here on Washington. I thank you for the list of streets. They look great down here on the West End. I've had lots of people commenting about how nice it is now to have the streets paved after CWL. Also, I read the other day that ASU started with the first class of veterinarians. So, I look forward a lot of upside to that, having a veterinarian college out here. So, a lot of good things happening, and thank you for your work.

Councilmember Janice Porter said, I'd just like to reiterate that great things are happening in Jonesboro. Last week, the Arkansas State Supreme Court held oral arguments for two cases here in Jonesboro, and that was a great opportunity for citizens to observe, close up that work in our Supreme Court. Mayor Copenhaver replied, well, I'll just add to that, Councilman, if I may. I enjoyed seeing all the youth from every one of our schools were there in the community to actually see what oral arguments look like, and the Supreme Court, the evening before, I think you were there as well, attended a community event, and so they were able to know more about our community as well, and the people in it. So, we were very well represented. It was a good, I am going to say a packed house, and Jonesboro's on the way up, you bet, you bet. Thank you for your comments, Council.

10. PUBLIC COMMENTS

Steve Garrett, 407 West Matthews, said, I moved here in 2009. I'm coming to the City Council, I appreciate your time tonight. I'm coming to you guys on behalf of a community group called Skate Jonesboro. We're a passionate group, hoping to encourage lifelong involvement in skating, and hopefully encourage the youth of Jonesboro to have an activity that they can get out and participate in, make friends with, and be active outside in this great town, great environment that we have. So, why this matters is, obviously, you know, getting youth outside and getting them active, getting a pathway to fitness in our community, and creating a active community of people who support each other, who try hard, have fun, and also work together as a diverse group of people. So, our immediate concern and why we're here today is Allen Park Skate Place, which is the only sanctioned skate place in Jonesboro, has really hit a maintenance level that was alarming enough to the community to reach out to the Parks Department. We've reached out to Jim and his team and had an amazing response. We had a field day last Friday. The whole Parks Department crew came out and walked it with us, and had immediate feedback. We reached them on Monday, and we were out there by Friday. So, it's reached enough maintenance level concern amongst the group that we wanted to get the city involved to help repair what's already there and maybe work with us in the future toward expanding skating into all neighborhoods and into different parts of the town. Obviously, not one mega park, but maybe help get it toward people who don't have transportation, who have work schedules or life commitments that keep them from making it out there, get it out to other parks and other places here in town. But, the most recent addition to the park, just from a few years ago, has not really lasted the life expectancy you would expect for the money that the city put into it. So, a large expansion a couple years ago, and the concrete there, we were documenting it back in January, and kind of talking amongst ourselves about the status of it. It's been ongoing for a couple years, but the recent winter storm has greatly accelerated the failure of the concrete, and there's a lot of patches that are unsafe for people that are

there to skate or travel. There's just rocks everywhere, large holes. Like I said, Jim quickly came out with the team. I think he's got a good grasp on what we need to do going forward to protect the city's investment and the community's investment in this park. But, the good news is, there should be some quick repairs that we can do. It's not something I feel like we can kick the can until next year's budget on the Parks Department with what we have going on. It's not something we can work a lengthy grant process and planning process on. Hopefully, Jim and his team can come up with a quick resolution to fix what we already have there in place, but we'd invite any of the city council members who are available any time to reach out to us. We can take you out there and show you what's going on. We're going to need your support to come up with funding or a resolution for this, so we can meet up with you guys at any time. I'll provide our point of contacts and stuff for you guys, but long-term, we'd like to see parks get into every neighborhood. We have an abundance of parks. We have an abundance of projects going on now, but we don't need a 5,000-square-foot park extension there at Allen Park. We'd like to see it maybe get to all the neighborhoods, maybe the City Water and Light Park down here, off Cherry, maybe, off the Parker Park on the north side and get a small piece of skating available to every person in the community, but we just want to kind of start a network with you guys, introduce ourselves, and see what we can do to most importantly resolve Allen Park so the people this spring and summer season can still take advantage of that park. Mayor Copenhaver said, thank you, Mr. Garrett, and I'll go ahead and say on top of that, Jim, contact me because I remember that we did have some donations to make that park a reality a couple years ago, and so maybe that's something that we can look at, too, for immediate response on that, so thank you, Mr. Garrett. Mr. Garrett said, just another thing, so as a community, we went to the Parks Master Plan meeting there at Allen Park. We were active in talking to the groups there, and I know that a fair amount of grant money was turned back into that project. We obviously have made huge improvements on other parts of the park, but there was funding available at the time to maybe get this maintenance done ahead of the problem, but now that we have the problem, I hate that we're chasing our tail to maybe find a way to get it fixed when we had money to do some maintenance, so. Mayor Copenhaver said, thank you for your update. I appreciate it. Councilmember Brian Emison said, Mayor, I did have a question for Mr. Garrett if you don't mind. We had actually spoke previously at a Public Safety meeting. Did we get the issues with the hours of that park straightened out for y'all? Mr. Garrett said, I don't know consistently if everyone is in tune to what hours it's open, if it's marked correctly across websites, social medias, Google Maps, and Park Rangers. We've had Park Rangers telling people to leave early when the hours are supposed to be extended hours, so that is something that we would like to see just consistent, everyone has the same message when it's open and when the use is allowed. Councilmember Emison replied, sure, we'll work on communicating that and settling those hours for you. Mr. Garrett said, thank you. I would just like to give a quick little handout, kind of a history of skateboarding in Jonesboro. It's a little information packet and QR code to our information. Mayor Copenhaver said, okay, if you would, just go ahead and lay it on that desk, and they can pick it up on the way. All right, thank you.

COM-26:022 CITIZEN HANDOUT REGARDING SKATE JONESBORO

Attachments: Skate Jonesboro Handout 04072026.pdf

Filed

11. ADJOURNMENT

A motion was made by Councilperson Chris Gibson, 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;Kevin Miller;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Absent: 1 - Anthony Coleman

_____ **Date:** _____

Harold Copenhaver, Mayor

Attest:

_____ **Date:** _____

April Leggett, City Clerk

Agenda Date:

Version: 1

Status: Recommended to Council

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT INC. FOR THE 2026 ASPHALT MILLING AND OVERLAYS SELECTED CITY STREETS PROJECT - JOB NO. 2026:03

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the 2026 Asphalt Milling and Overlays Selected City Streets project;

WHEREAS, the low bidder and the firm selected for the 2026 Asphalt Milling and Overlays Selected City Streets project is Atlas Asphalt, Inc.;

WHEREAS, Atlas Asphalt, Inc. has bid $2,166,183.20 for the 2026 Asphalt Milling and Overlays Selected City Streets project;

WHEREAS, the funding for the execution of the contract shall come from the 2026 budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Atlas Asphalt, Inc. in the amount of $2,166,183.20 for the 2026 Asphalt Milling and Overlay Selected City Streets project;

Section 2. The funding for the execution of the contract shall come from the 2026 budget and compensation shall be paid in accordance with the contract documents

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

Budgeted Amount $0.00

Opened by P Cook
Tabulated by T Cooper

Bid #: 2026:03
Date: 04/01/26

DIVISIONS/DEPARTEMENT: Engineering
Dept 2026 Asphalt Milling and Overlays Selected City Streets

NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.

Item	Quan	Description	Atlas Asphalt Unit	Atlas Asphalt Amount	Richard Baughn Construction Unit	Richard Baughn Construction Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	100,000	Cold Milling 1 1/2 " - 2" Depth (Price w Bidder hauling & retaining material) SY	$ 2.00	$ 200,000.00	$ 2.25	$ 225,000.00		$ -		$ -		$ -		$ -
2	20,430	A.C.H.M. Surface Course 115 Gyration Ton	$ 96.24	$ 1,966,183.20	$ 135.65	$ 2,771,329.50		$ -		$ -		$ -		$ -
		Total		$ 2,166,183.20		$ 2,996,329.50		$ -		$ -		$ -		$ -
		Bid bond included? Y or N		Yes		Yes								
		Qualifications included? Y or N		Yes		Yes								

City of Jonesboro ARKANSAS

Specifications

For

2026 Asphalt Milling and Overlays Selected City Streets

(Bid #2026:03)
Jonesboro, Arkansas

City of Jonesboro ▪ Engineering Department

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

TABLE OF CONTENTS

I. ADVERTISEMENT FOR BIDS

II. INSTRUCTIONS TO BIDDERS

III. PROPOSAL

IV. UNIT PRICE SCHEDULE

V. BID BOND

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

VII. CONTRACT

VIII. PERFORMANCE AND PAYMENT BOND

IX.GENERAL CONDITIONS

X. SPECIAL CONDITIONS

XI. TECHNICAL SPECIFICATIONS

ADVERTISEMENT FOR BIDS

Sealed bids for the 2026 Asphalt Milling and Overlays of Selected City Streets 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 April 1, 2026 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required for asphalt milling and overlays in the City of Jonesboro All Submissions shall be annotated on the outside of the envelope with the bid number 2026:03.

The project consists of the asphalt cold milling and overlay of selected City streets.

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.

Specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401. They may be secured at no cost. Any addendum to this bid will be posted no later than 5 days before bid opening by clicking on “Purchasing” at www.jonesboroar.gov.

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 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.

The City of Jonesboro’s Engineering Department is responsible for paying for this ad at a cost of $____.

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 2026 Asphalt Cold Milling and Overlays, Bid Number 2026:03 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

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

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other

Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the

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

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

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

15. MODIFICATION OF BID

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

III. PROPOSAL

Place City Hall
Date April 1, 2026

Proposal of Atlas Asphalt, Inc.,

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

or

Proposal of _____,

a partnership consisting of_____.

or

Proposal of _____,

an individual doing business as _____.

TO: City of Jonesboro

This bid results from your advertisement for bids for the 2026 Asphalt Cold Milling and Overlays.

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

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within two hundred forty (240) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

_____ Dated _____

_____ Dated _____

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

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

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

Tracy Brown
(Witness)

1333 Airport Rd.

Jonesboro, AR 72401
(Address)

Atlas Asphalt, Inc.
(Name of Bidder)

By _____

Brian Fulkerson, Senior Vice-President
(Print Name and Title)

1333 Airport Rd.

Jonesboro, AR 72401
(Office Address of Bidder)

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

IV. UNIT PRICE SCHEDULE

Item No	Description	AHTD Ref	Unit	Quantity	Unit Price	Total Cost
1	Cold Milling 1 1/2" – 2" Depth (Price with Bidder hauling and retaining the material)	412	SY	100,000	$ 2.00	$200,000.00
2	A.C.H.M. Surface Course 115 Gyration	407	Ton	20,430	$96.24	$1,966,183.20
	TOTAL BASE BID					$2,166,183.20

WRITTEN IN WORDS:

two million one hundred sixty six thousand one hundred eighty three dollars and twenty cents.

Note: These quantities are for estimating purposes and are subject to change. See following "Schedule of Streets"

Schedule of Streets - 2026

Street	Location
Monroe	Madison to McClure
Huntington Ave	Union Street to Gee St
W. Washington Ave	500 W. Washington to Gee St
W. Jefferson Ave	Union Street to Gee St
Walnut	W. Washington to Jefferson
Walnut	Huntington to Burke
Warner	Olive to Gee Street
McClure	Jefferson to Matthews
McClure	100' N of Burke to Huntington
S. Culberhouse	Huntington to BNSF
S. Madison	Washington to W. Oak
Nisbett	Jefferson-Matthews
Olive	Oak to Matthews
Vine	Burke to Cottonbelt
Floyd	Washington to Huntington
Burke	Union to Madison
Union	Matthews to Oak
W. College	Broadmoor to Overhill
College Cv.	All
Georgia Dr.	W. College to Broadmoor + Orval Cv.
Buddy Street	W. College to Westwood
Crest Drive	Valley to Locust
Locust Dr.	Valley to S. Culberhouse
Marcum Dr.	Wood St. to Vally Dr
Twin Oaks	Wood St. to Vally Dr
Valley Dr.	Craighead Rd. to S. Culberhouse
Marzee Ann Dr	All
Leslie Ann Dr	Toni Ann to Marzee Ann
Barbara Ann St	All + Leslie Ann Dr to Marzee Ann
Toni Ann Dr	All
Sage Oak Cv.	All
St. Andrews Cove	All
New Pond Hill	All
Shagbark Ln.	All
Cypress Springs Cv.	All
Cypress Springs Rd.	All + 150' pf Cypress Knee
Southbrook Dr	All
Stonebrook Dr	All

Street	Location
Countrybrook Dr.	All
Eastbrook Cir	Southern E/W 300'
Timberlack Cv	All
Biltmore Cv	All
Englewood Cv	All
Foxwood Cv	All
Vista Court	All
Troutmans Circle	All
Springwood Dr	All
Springwood Cir	All
Oakwood Cir	All
Candlewood Dr	All + Chalet Dr
Turtle Creek Rd	Neely to Covey
Brookhollow Cv	All
Clearwood Cv	All
Turtle Creek Cv	All
Tiber Trails	Turtle Creek to Covey Rd
Whippoorwill Cv	All

Interim Pavement Markings shall be placed as part of this contract in accordance with Section 604 of the Standard Specifications

Pavement for Interim Pavement Markings shall be included in the price for Asphalt Mix

These quantities are subject to change. Additional streets may be added or streets may be deleted. There will be no adjustments in prices for additions to or deletions from the contract.

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Atlas Asphalt, Inc. as Principal, hereinafter called the Principal, and the Fidelity and Deposit Company of Maryland, of Schaumburg, IL, a corporation duly organized under the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jonesboro, Arkansas as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount of Bid Dollars ($ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2026 Asphalt Milling and Overlays of Selected City Streets, Jonesboro, Arkansas

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

Signed and sealed this 1st day of April 2026.

Witness

Atlas Asphalt, Inc. (Seal)
Principal

Senior Vice-President
Title

Witness

Fidelity and Deposit Company of Maryland
By Heather Hicks
Heather Hicks
Attorney-in-Fact

Fidelity and Deposit Company of Maryland CORPORATE SEAL A8247 1890

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 Christopher Nolan, 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 Daniel C. MCMILLEN, Heather HICKS, Matthew K. CASHION, JR., Judy SCHOGGEN, Michael G. DORNBLASER, Lee W. JACKSON, John A. DAVIE, Candice CHABOTTE of Little Rock, Arkansas, 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 02nd day of October, A.D. 2025.

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

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 02nd day of October, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, 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
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 of 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 1st day of April, 2026.

Fidelity and Deposit Company of Maryland CORPORATE SEAL A8247 1890

Mary Jean Pethick
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
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

The Cashion Company
INSURANCE AND BONDS
PATRIOT | PARTNER AGENCY

205 Executive Ct.
Little Rock, AR 72205
Phone : (501)376-0716
Attention: Heather Hicks

BID BOND RESULT FORM

Atlas Asphalt, Inc.

2026 Asphalt Milling and Overlays of Selected City Streets, Jonesboro, Arkansas

April 1, 2026

Fidelity and Deposit Company of Maryland

In an effort to provide the best surety service possible, please complete this form and return at your earliest convenience. Thank you!

	CONTRACTOR	BID
1st	_____	$ _____
2nd	_____	$ _____
3rd	_____	$ _____
4th	_____	$ _____
5th	_____	$ _____

If you are *not* one of the five lowest bidders:

My Bid:_____ $ _____

If there is 10% difference between your low bid and the second bidder, we need the following breakdown before we can execute the final bond. These four items need to equal your total bid amount.

Materials _____

Labor _____

Overhead _____

Profit _____

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder. Atlas Asphalt, Inc.
2. Permanent main office address. 1333 Airport Road, Jonesboro, AR 72401
3. When organized. 1976
4. If a corporation, where incorporated. Jonesboro, Arkansas, Craighead Co.
5. How many years have been engaged in the contracting business under your present firm or trade name? 50 years
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). 100657 MLK Extension $10,000,000.00 2024
7. General character of work performed by your company. Asphalt manufacturer
8. Have you ever failed to complete any work awarded to you? No
9. Have you ever defaulted on a Contract? No

   If so, where and why?

10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No

    If so, where and why?

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. 101035/2023/$38,964,702.55
12. List your major equipment available for this Contract.
    Asphalt plants, paving + milling equipment
13. Experience in construction work similar in importance to this project.
    60 years
14. Background and experience of the principal members of your organization, including the officers. Highway Construction for 65 years

15. Credit available: $ Over $10,000,000.00 .

16. Give Bank reference: First Community Bank - Batesville

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

18. 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 12:30 p.m. this 1st

day of April, 20 24.

Atlas Asphalt, Inc.
(Name of Bidder)

By

Title Senior Vice-President

STATE OF Arkansas)
) SS.
COUNTY OF Craighead)

Brian Julkerson being duly sworn deposes and says that

he is Senior Vice President of Atlas Asphalt, 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 1st day of April, 2024.

Tracy L. Brown
(Notary Public)

My Commission Expires:

09/03/2035

TRACY L. BROWN
NOTARY PUBLIC - ARKANSAS
CRAIGHEAD COUNTY
My Commission Expires 09-03-2035
Commission No. 12695434

VII. CONTRACT

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

between Atlas Asphalt, Inc.

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

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

W I T N E S S E T H:

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the 2026 Asphalt Cold Milling and Overlays, 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 two hundred forty (240) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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

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

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

ATTEST:

_____

(Contractor)

_____ By_____

_____ Title_____

_____

(Street)

_____

(City)

City of Jonesboro

(Owner)

_____ By_____

_____ _____

_____

VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the 2026 Asphalt Cold Milling and Overlays.

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

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

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

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

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

Executed on this _____ day of _____, 20____.

_____
(Principal)

By_____

Title_____

SEAL

_____
(Surety)

By_____
(Attorney-in-Fact)

NOTES:

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

IX. GENERAL CONDITIONS

TABLE OF CONTENTS

GC.1 DEFINITIONS
GC.2 SUPERINTENDENCE BY CONTRACTORS
GC.3 CONTRACTOR'S EMPLOYEES
GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES
GC.5 SUBCONTRACTS
GC.6 OTHER CONTRACTS
GC.7 CONTRACTORS INSURANCE
GC.8 OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE
GC.9 FITTING AND COORDINATION OF THE WORK
GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS
GC.11 PAYMENT TO CONTRACTOR
GC.12 USE OF COMPLETED PORTIONS
GC.13 CHANGES IN THE WORK
GC.14 OWNER'S RIGHT TO TERMINATE CONTRACT
GC.15 SUSPENSION OF WORK
GC.16 DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES
GC.17 DISPUTES
GC.18 ASSIGNMENT OR NOVATION
GC.19 REQUESTS FOR SUPPLEMENTARY INFORMATION
GC.20 SAMPLES, CERTIFICATES AND TESTS
GC.21 PERMITS AND CODES
GC.22 CARE OF THE WORK
GC.23 QUALITY OF WORK AND PROPERTY
GC.24 ACCIDENT PREVENTION
GC.25 USE OF PREMISES
GC.26 REMOVAL OF DEBRIS, CLEANING, ETC.
GC.27 RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY
GC.28 OBSERVATION OF THE WORK
GC.29 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER
GC.30 PROHIBITED INTERESTS
GC.31 FINAL INSPECTION
GC.32 PATENTS

GC.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

authorized to undertake this Contract.

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

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

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

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

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

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

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

GC.2 SUPERINTENDENCE BY CONTRACTORS

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

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

GC.3 CONTRACTOR'S EMPLOYEES

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

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

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

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

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

GC.5 SUBCONTRACTS

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

GC.6 OTHER CONTRACTS

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

GC.7 CONTRACTOR'S INSURANCE

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

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

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

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

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

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

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

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

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

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

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

GC.11 PAYMENT TO CONTRACTOR

Payment may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

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

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

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

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to

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

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

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

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

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

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

PAYMENT TO CONTRACTORS	
2026 SCHEDULE - CONTRACTED PROJECTS	
Deadline for Invoice Submittal to Engineering	**City of Jonesboro Payment Schedule**
Monday, December 29, 2025	Thursday, January 8, 2026
Friday, January 30, 2026	Monday, February 9, 2026
Friday, February 27, 2026	Monday, March 9, 2026
Monday, March 30, 2026	Wednesday, April 8, 2026
Tuesday, April 28, 2026	Friday, May 8, 2026
Friday, May 29, 2026	Monday, June 8, 2026
Monday, June 29, 2026	Wednesday, July 8, 2026
Friday, July 31, 2026	Monday, August 10, 2026
Monday, August 31, 2026	Tuesday, September 8, 2026
Monday, September 28, 2026	Thursday, October 8, 2026
Friday, October 30, 2026	Monday, November 9, 2026
Monday, November 30, 2026	Tuesday, December 8, 2026

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 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.15 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.16 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.17 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.18 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.19 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.20 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.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.

X. SPECIAL CONDITIONS

TABLE OF CONTENTS

SC.1 GENERAL
SC.2 LOCATION OF PROJECT
SC.3 SCOPE OF WORK
SC.4 TIME ALLOTTED FOR COMPLETION
SC.5 FORMS, PLANS, AND SPECIFICATIONS
SC.6 LIQUIDATED DAMAGES FOR DELAY
SC.7 KNOWLEDGE OF CONDITIONS
SC.8 PERMITS AND RIGHTS-OF-WAY
SC.9 REFERENCE SPECIFICATIONS
SC.10 BARRICADES, LIGHTS, AND WATCHMEN
SC.11 WATER FOR CONSTRUCTION
SC.12 BOND
SC.13 LEGAL HOLIDAYS
SC.14 RELEASE AND CONTRACTOR'S AFFIDAVIT

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

See “Schedule of Streets” for locations.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to mill and overlay selected City streets.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be two hundred forty (240) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Specifications may be examined and picked up at the City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72403.

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, <u>will</u> be granted; extensions <u>may</u> be granted under other stated conditions:

    a. If the satisfactory execution and completion of the Contract shall require work or

material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

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

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

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

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

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

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

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

Amount of Contract	Liquidated Damages Per Day
Less than $25,000.00	$100.00
Not less than $ 25,000.00 but less than $ 50,000.00	$150.00
Not less than $ 50,000.00 but less than $ 100,000.00	$200.00
Not less than $100,000.00 but less than $ 500,000.00	$250.00
Not less than $500,000.00 but less than $1,000,000.00	$350.00
Over $1,000,000.00	$500.00

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility;

and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.

2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.

3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SC.7 KNOWLEDGE OF CONDITIONS

The Contractor states that he has examined all the available records and has made a field examination of the site and right-of-way and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

SC.8 PERMITS AND RIGHTS-OF-WAY

The Owner will secure easements across public or private property permanently required for the pipelines at no cost to the Contractor.

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner in any manner, for any land required outside the land provided by the Owner.

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

SC.9 REFERENCE SPECIFICATIONS

Where reference is made in these Specifications to the Standard Specifications of the Arkansas State

Highway and Transportation Department, such reference is made for expediency and standardization, and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

More specifically, if any items or materials required for completion of the work required for this project are not specified in these Contract Documents, such items or materials and requirements for installation shall conform to the latest edition of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction.

SC.10 BARRICADES, LIGHTS, AND WATCHMEN

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and a sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure to provide barricades, signs, lights, and watchmen to protect it. Whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall has been accepted by the Owner.

SC.11 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.12 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.13 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.14 RELEASE AND CONTRACTOR'S AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

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

2026 Asphalt Cold Milling and Overlays

project.

_____
Contractor's Signature

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the

2026 Asphalt Cold Milling and Overlays

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

_____

XI. TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE	
SP-1	Specifications, Ark. State Highway Commission
SP-2	Striping
SP-3	Maintenance of Traffic

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

Any and all reference made to the Standard Specifications in this document is referring to the Standard Specifications for Highway Construction, Arkansas State Highway and Transportation Department, Latest Edition.

The item Cold Milling shall be in accordance with Section 412 of the Standard Specifications. Whether the item Cold Milling with Bidder hauling and retaining material, or the item Cold Milling with City hauling and retaining material is used will be at the discretion of the City.

The items Asphalt Concrete Hot Mix Surface Course (ACHMSC), 115 Gyration, and Asphalt Concrete Hot Mix Surface Course (ACHMSC), 160 Gyration shall be in accordance with Section 407 of the Standard Specifications, and may meet the requirements of Table 407-1, or Table 407-2 of the Standard Specifications. Subsection 407.06 of the Standard Specifications is hereby modified to allow payment of these items to be per ton of Mix, and not per ton of Mineral Aggregate in ACHMSC and per ton of Asphalt Binder in ACHMSC. Tack Coat shall be applied according to Section 401 of the Standard Specifications. Payment for Tack Coat will be considered included in the items for ACHMSC.

A Materials Transfer Device (MTD) will not be required for these overlays.

Testing and control of all materials used for this project shall be done in accordance with the Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

Only Technicians certified by the Center for Training Transportation Professionals, University of Arkansas Department of Civil Engineering, Fayetteville, Arkansas (CTTP) shall perform quality control and acceptance testing on this project. Testing Laboratories shall be CTTP certified also. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Materials testing for this project will be at the Contractor's expense with the exception of verification testing by an independent, approved Testing Laboratory, furnished by the City of Jonesboro. The City of Jonesboro reserves the right to employ a certified lab to perform verification and acceptance testing normally performed by the Arkansas State Highway and Transportation Department. The Contractor shall cooperate fully with the testing firm so employed by the City of Jonesboro.

Subsection 410.10 of the Standard Specifications is hereby deleted.

SP-2 – SPRIPING

It is the Contractor's responsibility to coordinate with the City of Jonesboro and the City of Jonesboro's Striping Contractor for the immediate placement of traffic markings after any street with existing pavement markings is overlaid. If unable to obtain immediate placement of traffic markings, it will be the Overlay Contractor's responsibility to place interim pavement markings in accordance with Section 604 of the Standard Specifications. Pavement for interim pavement markings will be considered included in the various bid items of this contract.

SP-3 - MAINTENANCE OF TRAFFIC

It will be the Overlay Contractor's responsibility for Maintenance of Traffic in accordance with AHTD DWG TC-1, TC-2, and TC-3. Payment for Maintenance of Traffic will be considered included in the various bid items.

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

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

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE HWY. 91 SIDEWALK AND LANE RECONFIGURATION PROJECT - JOB NO. 2026:10

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Hwy. 91 Sidewalk and Lane Reconfiguration project;

WHEREAS, the low bidder and the firm selected for the Hwy 91. Sidewalk and Lane Reconfiguration project is Crabtree & Son Construction, Inc;

WHEREAS, the funding for the execution of the contract shall come from the Capital Improvement Revenue Bond budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Crabtree & Son Construction, Inc. for the Hwy. 91 Sidewalk and Lane Reconfiguration project.

Section 2. The funding for the execution of the contract shall come from the Capital Improvement Revenue Bond budget and compensation shall be paid in accordance with the contract documents.

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

Budgeted Amount $0.00

Opened by P Cook
Tabulated by T Cooper

Bid #: 2026:10
Date: 04/01/26

DIVISIONS/DEPARTMENT: Engineering
Dept - Hwy. 91 Sidewalk and Lane Reconfiguration

NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.

Item	Quantity	Description	Meadows Construction Unit	Meadows Construction Amount	White River Materials Inc. Unit	White River Materials Inc. Amount	Crabtree & Son Unit	Crabtree & Son Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit
1	11	201 Clearing - Station	$ 7,000.00	$ 77,000.00	$ 2,169.41	$ 23,863.51	$ 2,500.00	$ 27,500.00		$ -		$ -		$ -	
2	11	201 Grubbing - Station	$ 4,500.00	$ 49,500.00	$ 1,317.33	$ 14,490.63	$ 2,500.00	$ 27,500.00		$ -		$ -		$ -	
3	150	202 Removal and Disposal of Curb - Lin. Ft.	$ 24.00	$ 3,600.00	$ 14.35	$ 2,152.50	$ 6.00	$ 900.00		$ -		$ -		$ -	
4	2450	202 Removal and Disposal of Curb and Gutter - Lin. Ft.	$ 19.00	$ 46,550.00	$ 8.41	$ 20,604.50	$ 6.00	$ 14,700.00		$ -		$ -		$ -	
5	662	202 Removal and Disposal of Fence - Lin. Ft.	$ 3.10	$ 2,052.20	$ 13.30	$ 8,804.60	$ 10.00	$ 6,620.00		$ -		$ -		$ -	
6	103	202 Removal and Disposal of Concrete Islands - Sq. Yd.	$ 36.00	$ 3,708.00	$ 40.78	$ 4,200.34	$ 27.00	$ 2,781.00		$ -		$ -		$ -	
7	650	202 Removal and Disposal of Concrete Driveways - Sq. Yd.	$ 28.00	$ 18,200.00	$ 27.51	$ 17,881.50	$ 27.00	$ 17,550.00		$ -		$ -		$ -	
8	60	202 Removal and Disposal of Walks - Sq. Yd.	$ 75.00	$ 4,500.00	$ 18.97	$ 1,138.20	$ 27.00	$ 1,620.00		$ -		$ -		$ -	
9	3	202 Removal and Disposal of Pipe Culverts - Each	$ 1,220.00	$ 3,660.00	$ 647.23	$ 1,941.69	$ 600.00	$ 1,800.00		$ -		$ -		$ -	
10	17	202 Removal and Relocation of Sign - Each	$ 724.00	$ 12,308.00	$ 232.69	$ 3,955.73	$ 50.00	$ 850.00		$ -		$ -		$ -	
11	1493	SS & 210 Unclassified Excavation - Cu. Yd.	$ 27.00	$ 40,311.00	$ 30.96	$ 46,223.28	$ 17.00	$ 25,381.00		$ -		$ -		$ -	
12	3649	210 Compacted Embankment - Cu. Yd.	$ 44.00	$ 160,556.00	$ 42.48	$ 155,009.52	$ 17.00	$ 62,033.00		$ -		$ -		$ -	
13	197	SS & 303 Aggregate Base Course (Class 7) - Ton	$ 64.00	$ 12,608.00	$ 50.18	$ 9,885.46	$ 60.00	$ 11,820.00		$ -		$ -		$ -	
14	473	309 Portland Cement Concrete Bas (6 1/2" Uniform Thickness) - Sq. Yd.	$ 92.00	$ 43,516.00	$ 120.92	$ 57,195.16	$ 90.00	$ 42,570.00		$ -		$ -		$ -	
15	76	SS & 401 Tack Coat - Gal	$ 24.00	$ 1,824.00	$ 5.00	$ 380.00	$ 25.00	$ 1,900.00		$ -		$ -		$ -	
16	484	SP, SS, & 405 ACHM Base Course (1 1/2") (PG64-22) - Ton	$ 240.00	$ 116,160.00	$ 117.28	$ 56,763.52	$ 250.00	$ 121,000.00		$ -		$ -		$ -	
17	173	SP, SS, & 406 ACHM Binder Course (1") (PG64-22) - Ton	$ 240.00	$ 41,520.00	$ 120.71	$ 20,882.83	$ 250.00	$ 43,250.00		$ -		$ -		$ -	
18	211	SP, SS, & 407 ACHM Surface Course (1") (PG64-22) - Ton	$ 240.00	$ 50,640.00	$ 138.29	$ 29,179.19	$ 250.00	$ 52,750.00		$ -		$ -		$ -	
19	1230.35	SS & 505 Portland Cement Concrete Driveway - Sq. Yd.	$ 110.00	$ 135,338.50	$ 81.96	$ 100,839.49	$ 75.00	$ 92,276.25		$ -		$ -		$ -	
20	1	6010 Mobilization - Lump Sum	$ 69,900.00	$ 69,900.00	$ 18,625.60	$ 18,625.60	$ 5,000.00	$ 5,000.00		$ -		$ -		$ -	
21	1	SS & 603 Maintenance of Traffic - Lump Sum	$ 53,100.00	$ 53,100.00	$ 58,747.25	$ 58,747.25	$ 15,000.00	$ 15,000.00		$ -		$ -		$ -	
22	447	SS & 601 Signs - Sq. Ft.	$ 34.00	$ 15,198.00	$ 8.00	$ 3,576.00	$ 50.00	$ 22,350.00		$ -		$ -		$ -	
23	16	SS & 604 Barricades - Lin. Ft.	$ 25.00	$ 400.00	$ 23.00	$ 368.00	$ 100.00	$ 1,600.00		$ -		$ -		$ -	
24	187	SS & 604 Traffic Drums - Each	$ 95.00	$ 17,765.00	$ 30.00	$ 5,610.00	$ 100.00	$ 18,700.00		$ -		$ -		$ -	
25	3730	604 Removal of Permanent Pavement Markings - Lin. Ft.	$ 1.00	$ 3,730.00	$ 0.75	$ 2,797.50	$ 10.00	$ 37,300.00		$ -		$ -		$ -	
26	25	SP, SS, & 605 Concrete Ditch Paving (Type A) - Sq. Yd.	$ 182.00	$ 4,550.00	$ 151.51	$ 3,787.75	$ 170.00	$ 4,250.00		$ -		$ -		$ -	
27	718	SS & 606 18" Reinforced Concrete Pipe Culverts (Class III) - Lin. Ft.	$ 103.00	$ 73,954.00	$ 89.89	$ 64,541.02	$ 70.00	$ 50,260.00		$ -		$ -		$ -	
28	243	SS & 606 24" Reinforced Concrete Pipe Culverts (Class III) - Lin. Ft.	$ 120.00	$ 29,160.00	$ 117.49	$ 28,550.07	$ 95.00	$ 23,085.00		$ -		$ -		$ -	
29	51	SS & 606 12" Side Drain - Lin. Ft.	$ 83.00	$ 4,233.00	$ 45.49	$ 2,319.99	$ 65.00	$ 3,315.00		$ -		$ -		$ -	
30	1	SS & 606 12" Flared End Sections for Corrugated Steel Pipe Culverts - Each	$ 327.00	$ 327.00	$ 256.16	$ 256.16	$ 400.00	$ 400.00		$ -		$ -		$ -	
31	100	SS & 606 Selected Pipe Bedding - Cu. Yd.	$ 41.00	$ 4,100.00	$ 1.52	$ 152.00	$ 50.00	$ 5,000.00		$ -		$ -		$ -	
32	7	SS & 609 Drop Inlets (Type C) - Each	$ 7,390.00	$ 51,730.00	$ 9,196.01	$ 64,372.07	$ 5,000.00	$ 35,000.00		$ -		$ -		$ -	
33	1	SS & 609 Drop Inlets (Type Special) - Each	$ 10,500.00	$ 10,500.00	$ 5,605.46	$ 5,605.46	$ 6,000.00	$ 6,000.00		$ -		$ -		$ -	
34	4	SS & 609 Drop Inlet Extensions (4') - Each	$ 2,100.00	$ 8,400.00	$ 2,300.36	$ 9,201.44	$ 5,000.00	$ 20,000.00		$ -		$ -		$ -	
35	3	SS & 609 Drop Inlet Extensions (8') - Each	$ 3,950.00	$ 11,850.00	$ 2,678.77	$ 8,036.31	$ 8,000.00	$ 24,000.00		$ -		$ -		$ -	
36	2	SS & 609 Yard Drains - Each	$ 3,100.00	$ 6,200.00	$ 3,009.01	$ 6,018.02	$ 2,500.00	$ 5,000.00		$ -		$ -		$ -	
37	1	610 Drop Inlets Adjusted to Grade - Each	$ 5,100.00	$ 5,100.00	$ 2,919.31	$ 2,919.31	$ 2,500.00	$ 2,500.00		$ -		$ -		$ -	
38	3	610 Manholes Adjusted to Grade - Each	$ 5,000.00	$ 15,000.00	$ 2,992.80	$ 8,978.40	$ 2,500.00	$ 7,500.00		$ -		$ -		$ -	
39	2	620 Lime - Ton	$ 393.00	$ 786.00	$ 250.00	$ 500.00	$ 300.00	$ 600.00		$ -		$ -		$ -	
40	0.78	620 Seeding - Acre	$ 3,700.00	$ 2,886.00	$ 2,250.00	$ 1,755.00	$ 5,600.00	$ 4,368.00		$ -		$ -		$ -	
41	0.78	SS & 620 Mulch Cover - Acre	$ 3,700.00	$ 2,886.00	$ 2,250.00	$ 1,755.00	$ 2,600.00	$ 2,028.00		$ -		$ -		$ -	
42	100.1	620 Water - M. Gal.	$ 53.00	$ 5,305.30	$ 10.00	$ 1,001.00	$ 180.00	$ 18,018.00		$ -		$ -		$ -	
43	2762	621 Silt Fence - Lin. Ft.	$ 7.00	$ 19,334.00	$ 4.00	$ 11,048.00	$ 7.00	$ 19,334.00		$ -		$ -		$ -	

44	176	621 Sand Bag Ditch Checks - Bag	$	20.00	$	3,520.00	$	12.50	$	2,200.00	$	6.00	$	1,056.00	$	-	$	-	$	-			
45	125	621 Sediment Removal and Dispotal - Cu. Yd.	$	25.00	$	3,125.00	$	14.42	$	1,802.50	$	17.00	$	2,125.00	$	-	$	-	$	-			
46	15	621 Rock Ditch Checks - Cu. Yd.	$	85.00	$	1,275.00	$	100.15	$	1,502.25	$	75.00	$	1,125.00	$	-	$	-	$	-			
47	230	SS & 621 Filter Sock (12") - Lin. Ft.	$	14.00	$	3,220.00	$	10.00	$	2,300.00	$	15.00	$	3,450.00	$	-	$	-	$	-			
48	0.78	623 Second Seeding Application - Acre	$	1,900.00	$	1,482.00	$	1,000.00	$	780.00	$	5,600.00	$	4,368.00	$	-	$	-	$	-			
49	1630	624 Solid Sodding - Sq. Yd.	$	12.00	$	19,560.00	$	7.70	$	12,551.00	$	7.00	$	11,410.00	$	-	$	-	$	-			
50	149	SS & 632 Concrete Island - Sq. Yd.	$	140.00	$	20,860.00	$	131.88	$	19,650.12	$	72.00	$	10,728.00	$	-	$	-	$	-			
51	2690	SS & 633 Concrete Walks - Sq. Yd.	$	96.00	$	258,240.00	$	67.78	$	182,328.20	$	63.00	$	169,470.00	$	-	$	-	$	-			
52	21	SS & 634 Concrete Curb (Type D) - Lin. Ft.	$	61.00	$	1,281.00	$	112.04	$	2,352.84	$	23.00	$	483.00	$	-	$	-	$	-			
53	3938	SS & 634 Concrete Combination Curb and Gutter (Type A) (1'6") - Lin. Ft.	$	33.00	$	129,954.00	$	34.25	$	134,876.50	$	23.00	$	90,574.00	$	-	$	-	$	-			
54	1	635 Roadway Construction Control - Lump Sum	$	23,600.00	$	23,600.00	$	47,493.31	$	47,493.31	$	35,000.00	$	35,000.00	$	-	$	-	$	-			
55	1	637 Mailboxes - Each	$	85.00	$	85.00	$	50.00	$	50.00	$	300.00	$	300.00	$	-	$	-	$	-			
56	1	637 - Mailbox Supports (Single) - Each	$	225.00	$	225.00	$	150.00	$	150.00	$	150.00	$	150.00	$	-	$	-	$	-			
57	53	SS & 641 Wheelchair Ramps (Type 3) - Sq. Yd.	$	260.00	$	13,780.00	$	579.48	$	30,712.44	$	175.00	$	9,275.00	$	-	$	-	$	-			
58	15	641 Wheelchair Ramps (Type Special) - Sq. Yd.	$	315.00	$	4,725.00	$	565.85	$	8,487.75	$	175.00	$	2,625.00	$	-	$	-	$	-			
59	1	SP & 707 Central Control Unit - Each	$	8,985.00	$	8,985.00	$	6,868.75	$	6,868.75	$	4,000.00	$	4,000.00	$	-	$	-	$	-			
60	2	SP & 707 Pole Mounted Assembly - Each	$	2,320.00	$	4,640.00	$	1,620.00	$	3,240.00	$	1,000.00	$	2,000.00	$	-	$	-	$	-			
61	2	SP & 707 Sountdown Pedestrian Signal Head, LED - Each	$	2,100.00	$	4,200.00	$	1,582.50	$	3,165.00	$	2,500.00	$	5,000.00	$	-	$	-	$	-			
62	187	708 Traffic Signal Cable (5C/12 A.W.G.) - Lin. Ft.	$	7.00	$	1,309.00	$	4.95	$	925.65	$	15.00	$	2,805.00	$	-	$	-	$	-			
63	207	708 Traffic Signal Cable (5C/14 A.W.G.) - Lin. Ft.	$	6.00	$	1,242.00	$	4.20	$	869.40	$	15.00	$	3,105.00	$	-	$	-	$	-			
64	116	SP Electrical Condustors-in-Conduit (1C/8 A.W.G., E.G.C.) - Lin. Ft.	$	4.00	$	464.00	$	2.90	$	336.40	$	15.00	$	1,740.00	$	-	$	-	$	-			
65	57	710 Non-Metallic Conduit (3') - Lin. Ft.	$	54.00	$	3,078.00	$	41.15	$	2,345.55	$	15.00	$	855.00	$	-	$	-	$	-			
66	2	SS & 715 Traffic Signal Pedestal Pole with Foundation - Each	$	9,800.00	$	19,600.00	$	7,325.00	$	14,650.00	$	5,000.00	$	10,000.00	$	-	$	-	$	-			
67	1	SP Video Detector Rotaion - Each	$	668.00	$	668.00	$	510.00	$	510.00	$	1,500.00	$	1,500.00	$	-	$	-	$	-			
68	1793	719 Thermoplastic Pavement Marking White (6") - Lin. Ft.	$	1.20	$	2,151.60	$	0.85	$	1,524.05	$	15.00	$	26,895.00	$	-	$	-	$	-			
69	120	719 Thermoplastic Pavement Marking White (24") - Lin. Ft.	$	24.00	$	2,880.00	$	18.00	$	2,160.00	$	20.00	$	2,400.00	$	-	$	-	$	-			
70	2190	719 Thermoplastic Pavement Marking Yellow (6") - Lin. Ft.	$	1.20	$	2,628.00	$	0.85	$	1,861.50	$	15.00	$	32,850.00	$	-	$	-	$	-			
71	1	719 Thermoplastic Payment Marking (Words) - Each	$	426.00	$	426.00	$	325.00	$	325.00	$	500.00	$	500.00	$	-	$	-	$	-			
72	1	719 Thermoplastic Payment Marking (Arrows) - Each	$	323.00	$	323.00	$	285.00	$	285.00	$	500.00	$	500.00	$	-	$	-	$	-			
73	9	SS & 816 Filter Blanket - Sq. Yd.	$	10.00	$	90.00	$	6.16	$	55.44	$	25.00	$	225.00	$	-	$	-	$	-			
74	4	SS & 816 Crushed Stone (B Stone) - Cu. Yd.	$	120.00	$	480.00	$	68.76	$	275.04	$	60.00	$	240.00	$	-	$	-	$	-			
75	3	SP Concrete Headwall - Each	$	12,000.00	$	36,000.00	$	6,762.73	$	20,288.19	$	5,000.00	$	15,000.00	$	-	$	-	$	-			
		Total			$	1,814,042.60			$	1,392,834.88			$	1,337,163.25	$	-	$	-	$	-			
		Bid bond included? Y or N			Yes				Yes				Yes										
		Qualifications included? Y or N			Yes				Yes				Yes										

Specifications

For

Hwy. 91 Sidewalk and Lane Reconfiguration

(Bid #2026:10)
Jonesboro, Arkansas

City of Jonesboro ▪ Engineering Department

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

TABLE OF CONTENTS

I. ADVERTISEMENT FOR BIDS

II. INSTRUCTIONS TO BIDDERS

III. PROPOSAL

IV. UNIT PRICE SCHEDULE

V. BID BOND

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

VII. CONTRACT

VIII. PERFORMANCE AND PAYMENT BOND

IX.GENERAL CONDITIONS

X. SUPPLEMENTAL GENERAL CONDITIONS

XI. SPECIAL CONDITIONS

XII. TECHNICAL SPECIFICATIONS

I. ADVERTISEMENT FOR BIDS

Sealed bids for the Hwy. 91 Sidewalk and Lane Reconfiguration 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 April 1, 2026 and then publicly opened and read in the First Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to construct the Hwy. 91 Sidewalk and Lane Reconfiguration. All Submissions shall be annotated on the outside of the envelope with the bid number 2026:10.

The project consists of adding a turning lane on Hwy. 91 (E. Johnson Avenue) from N. Caraway Road to 700 feet East of University Loop and constructing a sidepath on the North side of Hwy. 91 (E. Johnson Avenue).

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

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

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

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 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.

The City of Jonesboro’s Engineering Department is responsible for paying for this ad at a cost of $____.

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 Hwy. 91 Sidewalk and Lane Reconfiguration Bid Number 2026:10 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

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

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other

Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

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

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

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

15. MODIFICATION OF BID

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

16. SURVEY CONSTRUCTION CONTROLS

Included in the Plans.

III. PROPOSAL

Place Jonesboro, AR
Date 4-1-2024

Proposal of Crabtree & Son Construction, Inc.,

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

or

Proposal of _____,

a partnership consisting of_____.

or

Proposal of _____,

an individual doing business as _____.

TO: City of Jonesboro

This bid results from your advertisement for bids for the Hwy. 91 Sidewalk and Lane Reconfiguration.

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

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within one hundred twenty (120) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

N/A Dated _____

_____ Dated _____

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

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

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

Misti Crabtree
(Witness)

598 CR 383
Bono, AR 72416
(Address)

Crabtree & Son Construction, Inc
(Name of Bidder)

By Alvin Crabtree
Alvin Crabtree - President
(Print Name and Title)

CRABTREE & SON CONSTRUCTION, INC. CORPORATE SEAL

598 CR 383
Bono, AR 72416
(Office Address of Bidder)

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

IV. UNIT PRICE SCHEDULE

LINE NO.	ARDOT REF. NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL COST
1	201	CLEARING	11	STATION	2500.00	27,500.00
2	201	GRUBBING	11	STATION	2,500.00	27,500.00
3	202	REMOVAL AND DISPOSAL OF CURB	150	LIN. FT.	6.00	900.00
4	202	REMOVAL AND DISPOSAL OF CURB AND GUTTER	2450	LIN. FT.	6.00	14,700.00
5	202	REMOVAL AND DISPOSAL OF FENCE	662	LIN. FT.	10.00	6,620.00
6	202	REMOVAL AND DISPOSAL OF CONCRETE ISLANDS	103	SQ. YD.	27.00	2,781.00
7	202	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	650	SQ. YD.	27.00	17,550.00
8	202	REMOVAL AND DISPOSAL OF WALKS	60	SQ. YD.	27.00	1,620.00
9	202	REMOVAL AND DISPOSAL OF PIPE CULVERTS	3	EACH	600.00	1,800.00
10	202	REMOVAL AND RELOCATION OF SIGN	17	EACH	50.00	850.00
11	SS & 210	UNCLASSIFIED EXCAVATION	1493	CU. YD.	17.00	25,381.00
12	210	COMPACTED EMBANKMENT	3649	CU. YD.	17.00	62,033.00
13	SS & 303	AGGREGATE BASE COURSE (CLASS 7)	197	TON	60.00	11,820.00
14	309	PORTLAND CEMENT CONCRETE BASE (6 1/2" UNIFORM THICKNESS)	473	SQ. YD.	90.00	42,570.00
15	SS & 401	TACK COAT	76	GAL.	25.00	1,900.00
16	SP, SS, & 405	ACHM BASE COURSE (1 1/2") (PG64-22)	484	TON	250.00	121,000.00
17	SP, SS, & 406	ACHM BINDER COURSE (1") (PG64-22)	173	TON	250.00	43,250.00
18	SP, SS, & 407	ACHM SURFACE COURSE (1") (PG64-22)	211	TON	250.00	52,750.00
19	SS & 505	PORTLAND CEMENT CONCRETE DRIVEWAY	1230.35	SQ. YD.	75.00	92,276.25
20	601	MOBILIZATION	1.00	LUMP SUM	5000.00	5,000.00

21	SS & 603	MAINTENANCE OF TRAFFIC	1.00	LUMP SUM	15,000.00	15,000.00
22	SS & 604	SIGNS	447	SQ. FT.	50.00	22,350.00
23	SS & 604	BARRICADES	16	LIN. FT.	100.00	1,600.00
24	SS & 604	TRAFFIC DRUMS	187	EACH	100.00	18,700.00
25	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS	3730	LIN. FT.	10.00	37,300.00
26	SP, SS, & 605	CONCRETE DITCH PAVING (TYPE A)	25	SQ. YD.	170.00	4,250.00
27	SS & 606	18" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	718	LIN. FT.	70.00	50,260.00
28	SS & 606	24" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	243	LIN. FT.	95.00	23,085.00
29	SS & 606	12" SIDE DRAIN	51	LIN. FT.	65.00	3,315.00
30	SS & 606	12" FLARED END SECTIONS FOR CORRUGATED STEEL PIPE CULVERTS	1	EACH	400.00	400.00
31	SS & 606	SELECTED PIPE BEDDING	100	CU. YD.	50.00	5000.00
32	SS & 609	DROP INLETS (TYPE C)	7	EACH	5000.00	35,000.00
33	SS & 609	DROP INLETS (TYPE SPECIAL)	1	EACH	6000.00	6,000.00
34	SS & 609	DROP INLET EXTENSIONS (4')	4	EACH	5000.00	20,000.00
35	SS & 609	DROP INLET EXTENSIONS (8')	3	EACH	8000.00	24,000.00
36	SS & 609	YARD DRAINS	2	EACH	2500.00	5,000.00
37	610	DROP INLETS ADJUSTED TO GRADE	1	EACH	2500.00	2,500.00
38	610	MANHOLES ADJUSTED TO GRADE	3	EACH	2500.00	7,500.00
39	620	LIME	2	TON	300.00	600.00
40	620	SEEDING	0.78	ACRE	5600.00	4368.00
41	SS & 620	MULCH COVER	0.78	ACRE	2600.00	2028.00
42	620	WATER	100.1	M. GAL.	180.00	18,018.00

43	621	SILT FENCE	2762	LIN. FT.	7.00	19,334.00
44	621	SAND BAG DITCH CHECKS	176	BAG	6.00	1,056.00
45	621	SEDIMENT REMOVAL AND DISPOSAL	125	CU. YD.	17.00	2,125.00
46	621	ROCK DITCH CHECKS	15	CU. YD.	75.00	1,125.00
47	SS & 621	FILTER SOCK (12")	230	LIN. FT.	15.00	3,450.00
48	623	SECOND SEEDING APPLICATION	0.78	ACRE	5600.00	4,368.00
49	624	SOLID SODDING	1630	SQ. YD.	7.00	11,410.00
50	SS & 632	CONCRETE ISLAND	149	SQ. YD.	72.00	10,728.00
51	SS & 633	CONCRETE WALKS	2690	SQ. YD.	63.00	169,470.00
52	SS & 634	CONCRETE CURB (TYPE D)	21	LIN. FT.	23.00	483.00
53	SS & 634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (1' 6")	3938	LIN. FT.	23.00	90,574.00
54	635	ROADWAY CONSTRUCTION CONTROL	1.00	LUMP SUM	35,000.00	35,000.00
55	637	MAILBOXES	1	EACH	300.00	300.00
56	637	MAILBOX SUPPORTS (SINGLE)	1	EACH	150.00	150.00
57	SS & 641	WHEELCHAIR RAMPS (TYPE 3)	53	SQ. YD.	175.00	9,275.00
58	641	WHEELCHAIR RAMPS (TYPE SPECIAL)	15	SQ. YD.	175.00	2,625.00
59	SP & 707	CENTRAL CONTROL UNIT	1	EACH	4000.00	4,000.00
60	SP & 707	POLE MOUNTED ASSEMBLY	2	EACH	1000.00	2,000.00
61	SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	2	EACH	2500.00	5,000.00
62	708	TRAFFIC SIGNAL CABLE (5C/12 A.W.G.)	187	LIN. FT.	15.00	2,805.00
63	708	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	207	LIN. FT.	15.00	3,105.00
64	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)	116	LIN. FT.	15.00	1,740.00

65	710	NON-METALLIC CONDUIT (3")	57	LIN. FT.	15.00	855.00
66	SS & 715	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION	2	EACH	5000.00	10,000.00
67	SP	VIDEO DETECTOR ROTATION	1	EACH	1500.00	1,500.00
68	719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	1793	LIN. FT.	15.00	26,895.00
69	719	THERMOPLASTIC PAVEMENT MARKING WHITE (24")	120	LIN. FT.	20.00	~~24,000.00~~ 2,400.00 M
70	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	2190	LIN. FT.	15.00	32,850.00
71	719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	1	EACH	500.00	500.00
72	719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	1	EACH	500.00	500.00
73	SS & 816	FILTER BLANKET	9	SQ. YD.	25.00	225.00
74	SS & 816	CRUSHED STONE (B STONE)	4	CU. YD.	60.00	240.00
75	SP	CONCRETE HEADWALL	3	EACH	5000.00	15,000.00
TOTAL BASE BID						$1,337,163.25

TOTAL WRITTEN IN WORDS: One million three hundred thirty-seven thousand One hundred Sixty-three dollars and twenty-five cents

BID BOND

CONTRACTOR:
(Name, legal status and address)
Crabtree & Son Construction, Inc.
499 CR 383
Bono, AR 72416

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)
City of Jonesboro
300 S. Church St., Jonesboro, AR 72401

BOND AMOUNT: **Five Percent (5%) of Attached Bid Amount-------**

PROJECT:
(Name, location or address, and Project number, if any)
Hwy 91 Sidewalk and Lane Reconfiguration
2026:10

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **1st** day of **April, 2026**

	Crabtree & Son Construction, Inc.
	(Principal) *(Seal)*
(Witness)	*(Title)*
	Granite Re, Inc
	(Surety) *(Seal)*
(Witness)	*(Title)* ***Christy M. Long, Attorney-in-Fact***

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KEVIN M. BRUICK; MIKE HALTER; CAROLYN HUNTER; LINDSAY W. SPENCER; MATTHEW PERRY; CHRISTY M. LONG; COY BELL; ASHLEY B. SARTIN; MICHAEL P. FAGAN; BRIAN A. BOYD; J. ALAN ROGERS; MIKI J. ROGERS; LANDON FISHER; BRITTNI FISHER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KEVIN M. BRUICK; MIKE HALTER; CAROLYN HUNTER; LINDSAY W. SPENCER; MATTHEW PERRY; CHRISTY M. LONG; COY BELL; ASHLEY B. SARTIN; MICHAEL P. FAGAN; BRIAN A. BOYD; J. ALAN ROGERS; MIKI J. ROGERS; LANDON FISHER; BRITTNI FISHER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

GRANITE RE, INC. SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

BETHANY J. ALRED NOTARY PUBLIC STATE OF OKLAHOMA #11003620 EXP. 04/21/27

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 1 day of April, 2026.

GRANITE RE, INC. SEAL MINNESOTA

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

Statement of Bidders Qualifications

1. **Name of Bidder:** Crabtree & Son Construction, Inc.
2. **Permanent main office address:** 598 CR 383, Bono, AR 72416
3. **When organized:** January 1998
4. **If a corporation, where incorporated:** Jonesboro, AR in May of 2015
5. **How many years have been engaged in the contracting business under your present firm or trade name?** 27 years
6. **Arkansas Contractor License Number?** 0131640526
7. **UEI#:** 08018308
8. **Sams Expiration Date:** 3/22/2027
9. **Contracts on hand: City of Jonesboro yearly bids**
10. **General character of work performed by your company:** Concrete sidewalks, driveways and drainage work, Land clearing and grubbing, hauling, etc.
11. **Have you ever failed to complete any work awarded to you?** No
12. **Have you ever defaulted on a Contract?** No **If so, Why?** N/A
13. **Have you ever been fined or had your license suspended by a Contractor's Licensing Board?** No **If so where and why?** N/A
14. **List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed:**
    - City of Jonesboro 2013 - 2024 Miscellaneous Drainage and construction Yearly On Call Contract
    - City of Bono – Drainage improvements $50,000, College Street sidewalks $387,000 Completed April 2019AGFC – Lake Poinsett Modifications Phase 1 - $1,241,800.00
    - Evening Shade Water System Improvements $310,905.00
    - Ditch Bank Land Clearing – City of Paragould $140,000
15. **List your major equipment available for the contract:** 336F Excavator with 5 ft mulcher, PC 88 Excavator with thumb, 308 excavator, 138
16. Komatsu excavator, D4 CAT Dozer, D 37 Dozer, 329E Track Loader with mulcher.
17. **Experience in construction work similar in importance to the project:** Land Clearing and drainage, parking lots, concrete sidewalk and driveways
18. **Background and experience of the principal members of your organization, including the officers. We have done several jobs for Jonesboro Jets in the past**
19. **Credit available: $100,000**
20. **Give Bank Reference: James Pierce**
21. **Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the owner? Yes**

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

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

Dated at Jonesboro this 31st

day of March, 2026.

Crabtree & Son Construction Inc
(Name of Bidder)

By Misti Crabtree

Title Secretary

STATE OF Arkansas)
) SS.
COUNTY OF Craighead)

Misti Crabtree being duly sworn deposes and says that

She is Secretary of Crabtree & Son Construction Inc
(Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 31st day of March, 2026

Kourtnie Lewis
(Notary Public)

My Commission Expires:

October 17, 2031

KOURTNIE LEWIS
Notary Public - Arkansas
Craighead County
Commission # 12716186
My Commission Expires Oct 17, 2031

VII. CONTRACT

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

between Crabtree & Son Construction, Inc.

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

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

W I T N E S S E T H:

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Hwy. 91 Sidewalk and Lane Reconfiguration, 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 one hundred twenty (120) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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

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

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

ATTEST:

_____
(Contractor)

_____ By_____

_____ Title_____

_____
(Street)

_____
(City)

City of Jonesboro
(Owner)

_____ By_____

_____ _____

_____

VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the Hwy. 91 Sidewalk and Lane Reconfiguration.

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

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

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

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

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

Executed on this _____ day of _____, 20____.

_____
(Principal)

By_____

Title_____

SEAL

_____
(Surety)

By_____
(Attorney-in-Fact)

NOTES:

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

IX. GENERAL CONDITIONS

TABLE OF CONTENTS

GC.1 DEFINITIONS
GC.2 SUPERINTENDENCE BY CONTRACTORS
GC.3 CONTRACTOR'S EMPLOYEES
GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES
GC.5 SUBCONTRACTS
GC.6 OTHER CONTRACTS
GC.7 CONTRACTORS INSURANCE
GC.8 OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE
GC.9 FITTING AND COORDINATION OF THE WORK
GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS
GC.11 PAYMENT TO CONTRACTOR
GC.12 USE OF COMPLETED PORTIONS
GC.13 CHANGES IN THE WORK
GC.14 CLAIMS FOR EXTRA COST
GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT
GC.16 SUSPENSION OF WORK
GC.17 DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES
GC.18 DISPUTES
GC.19 ASSIGNMENT OR NOVATION
GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS
GC.21 SHOP DRAWINGS
GC.23 REQUESTS FOR SUPPLEMENTARY INFORMATION
GC.23 REFERENCE TO MANUFACTURER OR TRADE NAME-"OR EQUAL CLAUSE"
GC.24 SAMPLES, CERTIFICATES AND TESTS
GC.25 PERMITS AND CODES
GC.26 CARE OF THE WORK
GC.27 QUALITY OF WORK AND PROPERTY
GC.28 ACCIDENT PREVENTION
GC.29 SANITARY FACILITIES
GC.30 USE OF PREMISES
GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.
GC.32 RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY
GC.33 OBSERVATION OF THE WORK
GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER
GC.35 PROHIBITED INTERESTS
GC.36 FINAL INSPECTION
GC.37 PATENTS
GC.38 WARRANTY OF TITLE
GC.39 GENERAL GUARANTY

GC.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is authorized to undertake this Contract.

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

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

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

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

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

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

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

GC.2 SUPERINTENDENCE BY CONTRACTORS

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

The Owner shall have the authority to require the Contractor to remove from the work any

incompetent or insubordinate superintendent.

GC.3 CONTRACTOR'S EMPLOYEES

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

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

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

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

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

GC.5 SUBCONTRACTS

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

GC.6 OTHER CONTRACTS

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

GC.7 CONTRACTOR'S INSURANCE

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

(1) Workmen’s Compensation - Statutory Limit

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

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

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

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

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

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

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

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

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if

such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgments or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgments or claim and pay all costs and expenses in connection therewith.

GC.11 PAYMENT TO CONTRACTOR

Payment may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

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

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

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

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material

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

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

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

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

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

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

PAYMENT TO CONTRACTORS 2026 SCHEDULE - CONTRACTED PROJECTS	
Deadline for Invoice Submittal to Engineering	**City of Jonesboro Payment Schedule**
Monday, December 29, 2025	Thursday, January 8, 2026
Friday, January 30, 2026	Monday, February 9, 2026
Friday, February 27, 2026	Monday, March 9, 2026
Monday, March 30, 2026	Wednesday, April 8, 2026
Tuesday, April 28, 2026	Friday, May 8, 2026
Friday, May 29, 2026	Monday, June 8, 2026
Monday, June 29, 2026	Wednesday, July 8, 2026
Friday, July 31, 2026	Monday, August 10, 2026
Monday, August 31, 2026	Tuesday, September 8, 2026
Monday, September 28, 2026	Thursday, October 8, 2026
Friday, October 30, 2026	Monday, November 9, 2026
Monday, November 30, 2026	Tuesday, December 8, 2026

GC.12 USE OF COMPLETED PORTIONS

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

GC.13 CHANGES IN THE WORK

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

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

After the work is complete, a final change order may be prepared to be accepted by the Owner and

Contractor to adjust final payment as required to cover the actual units of work acceptably completed.

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

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

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

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

(A) Labor, including foremen;

(B) Materials entering permanently into the work;

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

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

(E) Insurance;

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

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

Each Change Order shall include in its final form:

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

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

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

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

GC.14 CLAIMS FOR EXTRA COST

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

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

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or

the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

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

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

Termination for Convenience

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

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

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

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

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

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

GC.16 SUSPENSION OF WORK

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

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

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

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

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

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

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

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

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

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

(1) To any acts of the Government, including controls or restrictions upon requisitioning of

materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the Owner;

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

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

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

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

GC.18 DISPUTES

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

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

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

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

GC.21 SHOP DRAWINGS

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

Any Drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any Drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific

mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

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

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

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

GC.23 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

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

If the Plans, Specifications, or Contract Documents, laws, ordinances or applicable rules and regulations permit the Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he shall make written application to the Engineer for approval of such a substitute certifying in writing that the

proposed substitute will perform adequately the functions called for in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions as that specified; the use of such substitute will not require revisions of related work. No substitute shall be ordered or installed without the written approval of the Engineer who will be the judge of equality and may require the Contractor to furnish such other data regarding the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the Owner may require which shall be furnished at Contractor's expense.

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

GC.24 SAMPLES, CERTIFICATES, AND TESTS

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

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

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

replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable, at the Contractor's expense.

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

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

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

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

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

GC.25 PERMITS AND CODES

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

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

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

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

GC.26 CARE OF WORK

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant,

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

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.
The Contractor shall provide sufficient competent watchmen, as required to protect the work both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

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

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

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

GC.27 QUALITY OF WORK AND PROPERTY

All property, materials, and equipment shall be new and free of defects upon completion of the Contractor's performance and, unless different standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All of the Contractor's

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

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

GC.28 ACCIDENT PREVENTION

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

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

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

GC.29 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

GC.30 USE OF PREMISES

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

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

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

Any materials, equipment or other property which belongs to the Owner, removed by the Contractor, shall be delivered to the Owner's designated warehouse unless its re-use is specified in the Plans and

Specifications. If the Contractor fails to deliver the materials, equipment, or other property, the value, as determined by the Engineer, shall be deducted from amounts due the Contractor.

GC.33 OBSERVATION OF WORK

The Engineer, his authorized representative, and any Federal, State, County, or local authority representative having jurisdiction over any part of the work, or area through which the work is located, shall at all times have access to the work in progress.
The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

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

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

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

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

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

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory

reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.
All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.35 PROHIBITED INTERESTS

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

GC.36 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall

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

GC.37 PATENTS

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

GC.38 WARRANTY OF TITLE

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

GC.39 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work

resulting therefrom which shall appear within a period of twelve (12) months from the agreed upon day of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

X. SUPPLEMENTAL GENERAL CONDITIONS

TABLE OF CONTENTS

SGC.1 PROGRESS SCHEDULE
SGC.2 DRAWINGS
SGC.3 ADDITIONAL INSURANCE
SGC.4 RECORD DRAWINGS
SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEMS
SGC.6 MINIMUM WAGES

SGC.1 PROGRESS SCHEDULE

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

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

(2) Planned contract completion date.

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

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

(5) All construction milestone dates.

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

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

SGC.2 DRAWINGS

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

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

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

Intentionally Left Blank

SGC.4 RECORD DRAWINGS

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

made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes, comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

This section covers trench and excavation safety system required for constructing improvements that necessitate open excavations on the project. All work under this item shall be in accordance with the current edition of the "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P.

The Contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work is commencing on a project with excavations greater than five feet.

The Contractor shall notify all Utility Companies and Owners in accordance with OSHA Administration 29 CFR 1926.651(b) (2) for the purpose of locating utilities and underground installations.

Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities, or other installation, the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.

The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the Owner of the structure or utility and the Project Owner.

The work required by this item will not be measured for separate payment, but will be considered subsidiary to other items of the contract. If a Trench and Excavation Safety System is needed, the Contractor shall submit to the Engineer a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

SGC.6 MINIMUM WAGES

The Contractor shall abide by all state and federal laws regarding wages and pay.

XI. SPECIAL CONDITIONS

TABLE OF CONTENTS

SC.1 GENERAL
SC.2 LOCATION OF PROJECT
SC.3 SCOPE OF WORK
SC.4 TIME ALLOTTED FOR COMPLETION
SC.5 FORMS, PLANS, AND SPECIFICATIONS
SC.6 LIQUIDATED DAMAGES FOR DELAY
SC.7 KNOWLEDGE OF CONDITIONS
SC.8 PERMITS AND RIGHTS-OF-WAY
SC.9 REFERENCE SPECIFICATIONS
SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED
SC.11 USED MATERIALS
SC.12 EXISTING STRUCTURES
SC.13 USE OF EXPLOSIVES
SC.14 BARRICADES, LIGHTS, AND WATCHMEN
SC.15 FENCES AND DRAINAGE CHANNELS
SC.16 WATER FOR CONSTRUCTION
SC.17 MATERIAL STORAGE
SC.18 EXISTING UTILITIES AND SERVICE LINES
SC.19 TESTING, INSPECTION AND CONTROL
SC.20 BOND
SC.21 LIGHT AND POWER
SC.23 LINES AND GRADES
SC.23 LEGAL HOLIDAYS
SC.24 SEQUENCE OF CONSTRUCTION
SC.25 TEST BORINGS
SC.26 TEMPORARY FIELD OFFICE
SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT
SC.28 MAINTENANCE BOND

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 along Hwy. 91 (E. Johnson Avenue). A map showing the general location is included in the plan sets.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to construct the Hwy. 91 Sidewalk and Lane Reconfiguration.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be one hundred twenty (120) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

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

SC.6 LIQUIDATED DAMAGES FOR DELAY

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

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

2. Extensions of time for completion, under the condition of 2(a) next below, will be granted; extensions may be granted under other stated conditions:

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

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

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

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

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

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

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

The amount of Liquidated Damages to be assessed shall be in accordance with SP-108-1 of the Arkansas Department of Transportation Special Provisions.

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility; and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.

2. Should the Contractor fail to complete the work as set forth in the Specifications and within

the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.

3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SC.7 KNOWLEDGE OF CONDITIONS

The Contractor states that he has examined all the available records and has made a field examination of the site and right-of-way and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

SC.8 PERMITS AND RIGHTS-OF-WAY

The Owner will secure easements across public or private property permanently required for the pipelines at no cost to the Contractor.

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner in any manner, for any land required outside the land provided by the Owner.

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

SC.9 REFERENCE SPECIFICATIONS

Where reference is made in these Specifications to the Standard Specifications of the Arkansas State Highway and Transportation Department, such reference is made for expediency and standardization, and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

More specifically, if any items or materials required for completion of the work required for this project are not specified in these Contract Documents, such items or materials and requirements for installation shall conform to the latest edition of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction.

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

SC.11 USED MATERIALS

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

SC.12 EXISTING STRUCTURES

The Plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provisions in these Specifications for Extra Work shall apply.

The Contractor shall be responsible for protection of all existing structures, and any damage caused by his operations shall be repaired immediately without cost to the Owner. It shall be the responsibility of the prospective Contractor to examine the site completely before submitting his bid.

SC.13 USE OF EXPLOSIVES

Any use of explosives or blasting shall be as outlined in these Specifications.

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and a sufficient number of

barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure to provide barricades, signs, lights, and watchmen to protect it. Whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall has been accepted by the Owner.

SC.15 FENCES AND DRAINAGE CHANNELS

Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found except as indicated on the Drawings.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

SC.16 WATER FOR CONSTRUCTION

Water used for the mixing of concrete, testing, or any other purpose incidental to this project, shall be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the Owners' water system. No separate payment will be made for water used but the cost thereof shall be included in the Unit Price Schedule.

SC.17 MATERIAL STORAGE

Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience and in a manner satisfactory to the Engineer.

SC.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the same type of original material and construction or better, at his own expense.

SC.19 TESTING, INSPECTION AND CONTROL

Testing and control of all materials used in the work shall be done by an approved commercial laboratory employed and paid directly by the Contractor. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Testing and control of all materials used for this project shall be done in accordance with the

Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

Only Technicians certified by the Center for Training Transportation Professionals, University of Arkansas Department of Civil Engineering, Fayetteville, Arkansas (CTTP) shall perform quality control and acceptance testing on this project. Testing Laboratories shall be CTTP certified also. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Materials testing for this project will be at the Contractor's expense with the exception of verification testing by an independent, approved Testing Laboratory, furnished by the City of Jonesboro. The City of Jonesboro reserves the right to employ a certified lab to perform verification and acceptance testing normally performed by the Arkansas State Highway and Transportation Department. The Contractor shall cooperate fully with the testing firm so employed by the City of Jonesboro

SC.20 BOND

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety bond, in the full amount of the Contract sum, guaranteeing the faithful performance of all covenants, stipulations, and agreements of the Contract, the payment of all bills and obligations arising from the execution of the Contract, (which bills or obligations might or will in any manner become a claim against the Owner), and guaranteeing the work included in this Contract against faulty materials and/or poor workmanship for one (1) year after the date of completion of Contract.

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The issuing agent's power of attorney shall be attached to the bond and the bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended and all payments or money due the Contractor withheld.

SC.21 LIGHT AND POWER

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work. At the time the Owner obtains beneficial occupancy of any of the facilities placed in satisfactory service, charges for power and light for regular operation of those involved facilities will become the responsibility of the Owner.

SC.23 LINES AND GRADES

The Contractor will be furnished baselines and benchmarks to control the work. The Contractor shall

be responsible for the additional instrument control necessary to layout and construct the improvements. The Contractor's instrument control of the work shall not be measured for separate payment.

As a minimum, the Contractor shall provide the following instrument control for the work:

a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.

b. For the full length and width of all areas within the limits of paving, the initial courses of bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.

c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.

d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

SC.23 LEGAL HOLIDAYS

January 1, Martin Luther King, Jr. Day, President's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, December 24, and December 25 will be considered as being legal holidays; no other days will be so considered. Should any holiday fall on Sunday, the holiday shall be observed on the following Monday. No engineering observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe the legal holidays and Sundays, and no work shall be performed on these days except in an emergency. However, these days shall not be excluded from Contract time.

SC.24 SEQUENCE OF CONSTRUCTION

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation shall be coordinated with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

The Contractor shall furnish a proposed work schedule to the Engineer for review and approval as soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

SC.25 TEST BORINGS

The Contractor may rely upon the general accuracy of the test pit or soil boring data contained in reports or drawings, but such reports and drawings are not Contract Documents. The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

SC.26 TEMPORARY FIELD OFFICE

Not required for this project.

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

SC.28 MAINTENANCE BOND

The Contractor shall execute the attached Maintenance Bond guaranteeing the work included in the Contract against faulty materials and/or prior workmanship for one year after completion of the Contract. The date of the Maintenance Bond shall be that agreed to for the final acceptance of the project with the Owner. The Maintenance Bond shall be for 100% of the final contract amount.

At the end of the applicable maintenance period, the Owner and/or the Engineer, with the Contractor, shall make an inspection of the work. The Contractor immediately shall repair and correct any and all defects which have resulted from faulty workmanship, equipment, or materials, following which repair and correction the Local Public Agency will accept full maintenance of the work.

RELEASE

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the

Hwy. 91 Sidewalk and Lane Reconfiguration

project.

_____
Contractor's Signature

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the

Hwy. 91 Sidewalk and Lane Reconfiguration

have been fully satisfied.

_____
Contractor's Signature

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated _____ _____
Surety Company

By_____
Resident Agent, State of Arkansas

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,_____,

as Principal, and _____,

as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and

just sum of _____
($_____) DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal, has by a certain contract with the City of Jonesboro dated the ____ day of _____, 20 ____, agreed to construct the Hwy. 91 Sidewalk and Lane Reconfiguration and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall indemnify and hold harmless the said Obligee from and against all loss, costs, damages, and expenses whatsoever which it may suffer or be compelled to pay by reason of failure of the said Principal to keep said work in repair for a one year period beginning _____ against any and all defects of faulty workmanship or inferior material, then this obligation shall be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of 1 year, and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the Owner, or some person or persons designated by the Owner to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction; and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein; and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

Signed, sealed and delivered the day and year first above written.

_____
Principal

ATTEST:

_____ BY:_____

_____ _____

SEAL

_____
Surety

ATTEST:

_____ BY:_____
Attorney in Fact

_____ _____

XII. TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE

SP-1 Standard Specifications for Highway Construction
Arkansas State Highway and Transportation Department, Latest Edition (including all Errata for the Book of Standard Specifications)

SP-2 Arkansas Department of Transportation Supplement Specifications

SP-3 City of Jonesboro Special Provisions

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.

SP-2 - ARKANSAS DEPARTMENT OF TRANSPORTATION SUPPLEMENT SPECIFICATIONS

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

Errors noted in the printed book of Standard Specifications for Highway Construction, Edition of 2014, are listed below and this publication is hereby revised as follows:

Page 124: The third sentence of the first paragraph of Subsection 110.03(c) should read: The Engineer will make a decision within 10 business days concerning the necessity or practicability of the request.

Page 195: The sixth paragraph of subsection 303.02 should read: For Classes 1 through 8 materials, the fraction passing the #200 (0.075 mm) sieve shall not be greater than three-fourths of the fraction passing the #40 (0.0425 mm) sieve. For Classes 3 through 8, the fraction passing the #40 (0.425 mm) sieve shall have a liquid limit not greater than 25.

Page 363: In the second paragraph of Subsection 502.02, the reference to ASTM 775 should be replaced by “ASTM A 775”.

Page 636: In the second paragraph of Subsection 730.02, the references to AASHTO M 183 should be replaced with ASTM A36.

Page 637: The last sentence of the second paragraph of Subsection 730.03 should read: All bolts, nuts, and washers shall be galvanized according to AASHTO M 232 or ASTM B 695, Class 40 or 50.

Page 767: In the fourth paragraph of Subsection 807.06(a), the reference to ASTM B595 should be replaced by “ASTM B695”.

Page 841: Subsection 817.04(a) should read: The treatment of lumber and timber shall meet the applicable requirements of the current edition of the AWPA, Standards U1, Commodity Specification E, Use Category UC4C.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DEPARTMENT NAME CHANGE

All references to the Arkansas State Highway and Transportation Department contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the title of Arkansas Department of Transportation.

All references to AHTD contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the abbreviation ARDOT.

All references to the Arkansas State Highway Commission contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, the Standard Drawings, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal remain in effect.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

MAINTENANCE DURING CONSTRUCTION

Division 100 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 105.15 is hereby modified as follows:

The first paragraph **of Subsection 105.15** is hereby deleted and the following substituted therefor:

105.15 Maintenance During Construction. The Contractor shall maintain the work during construction and until the project is accepted. For contracts containing a Flexible Beginning of Work special provision, the responsibility for maintenance by the Contractor will begin at the earlier date of the following:

- when the Contractor begins work, or
- on the date of the beginning of time charges in accordance with the Work Order if the Contractor has not commenced work.

This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that the roadway or structures are kept in satisfactory condition at all times.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

LIQUIDATED DAMAGES

As specified in the Contract, liquidated damages for this project will be as shown in the following tables:

WORKING DAY PROJECTS

ORIGINAL CONTRACT AMOUNT		RATE
FROM MORE THAN	TO AND INCLUDING	----------
$ 0	$ 50,000	$ 400
50,000	100,000	700
100,000	500,000	800
500,000	1,000,000	1,100
1,000,000	2,000,000	1,300
2,000,000	5,000,000	1,500
5,000,000	10,000,000	1,900
10,000,000	15,000,000	2,000
15,000,000	20,000,000	2,100
20,000,000	----------	2,500

FIXED DATE PROJECTS

ORIGINAL CONTRACT AMOUNT		RATE
FROM MORE THAN	TO AND INCLUDING	----------
$ 0	$ 50,000	$ 90
50,000	100,000	100
100,000	500,000	200
500,000	1,000,000	250
1,000,000	2,000,000	320
2,000,000	5,000,000	400
5,000,000	10,000,000	600
10,000,000	----------	750

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER

Section 108 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 108.02(b)(2) is hereby deleted and the following is substituted therefore:

(2) The delivery to the Department for execution of the Contract and bonds properly executed on behalf of the Contractor and surety and the minimum 72 hours advance notice as required above shall constitute the Contractor's authority to begin the following items of work:

- Mobilization;
- Preparation of shop drawings and other required submissions;
- Ordering, fabrication, assembly, and/or stockpiling of materials;
- Driving Test Piling; and
- Contract surveying, when Roadway and/or Bridge Construction Control is included in the Contract.
- Erection of advance warning signs.
- Installation of netting on structures to prevent nesting of migratory birds in accordance with applicable Special Provisions (if included in the Contract).
- Set up, installation, and testing of Automated Work Zone Information Systems (if included in the Contract).
- Off-site area approval process per Section 107.10(c).

Such advance work shall be subject to the Contractor's assumption of the risk of cancellation of the award and the following:

- The Contractor shall, on commencing such operations, take all precautions required for public safety and shall observe all the provisions in the Contract;
- In the event of cancellation of the award, the Contractor shall at Contractor expense do such work as necessary to leave the site in a neat condition to the satisfaction of the Engineer;
- In the event of cancellation of the award, all work performed shall be deemed to be at the Contractor's expense; and
- All work done under this subsection in accordance with the Contract before its execution by the Commission will, when the Contract is executed, be considered authorized work and will be paid for as provided in the Contract.

Unless otherwise notified in writing, no time will be assessed for work performed prior to the effective date of a Work Order.

No payments will be made prior to the date established by the Engineer under Subsection 109.07, which date will be after the effective date of a Work Order.

The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance, or interference caused by or attributable to commencement of work before the effective date of a Work Order.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

UNCLASSIFIED EXCAVATION

Section 200 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the first paragraph of **Subsection 210.08, Excavation Operations:**

When performing excavation to construct cut slopes, the Contractor shall not excavate material below the finished slope grade. If excavation is performed more than 8 inches below the finished cut slope grade, overcut material shall be removed at no cost to the Department and replaced with clean durable stone. The stone source and gradation shall be approved by the engineer before placement. There shall be no payment for this work.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

AGGREGATE BASE COURSE

Section 303 of the Standard Specifications for Highway Construction, Edition 2014, is hereby amended as follows:

The second paragraph of **Subsection 303.02, Materials** is hereby deleted and the following substituted therefor:

> The Contractor shall have the option of using any higher numbered class Aggregate Base Course than that specified, provided that payment will be for the class specified. Acceptance criteria shall be for the class specified. Different classes of Aggregate Base Course shall not be mixed in the same location.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
TACK COATS

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 401, Prime and Tack Coats and Emulsified Asphalt in Base Course, is hereby modified as follows:

The first sentence of **Subsection 401.03(a)** is hereby deleted and the following substituted therefore:

> The surface to be treated with prime or tack coat shall be cleaned of dust, dirt, and loose or foreign material by sweeping with mechanical brooms immediately preceding the application of the prime or tack coat.

Third sentence of **Subsection 401.03(c)** is hereby deleted and the following is substituted therefore:

> No dilution beyond that which is part of the emulsification process is permitted. The tack coat shall not be diluted, cut, or otherwise thinned after receipt from the manufacturer's facility.

The fifth sentence of **Subsection 401.03(c)** is hereby deleted and the following substituted therefore:

> The rate of application shall be from 0.03 gallon to 0.10 gallon per square yard (0.1 L/sq m to 0.5 L/sq m) of residual asphalt as designated by the Engineer.

Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses, is hereby modified as follows:

The sixth paragraph of **Subsection 410.05** is hereby deleted and the following substituted therefore:

> For foreign material, or when the time lapse between courses is more than 8 hours, the earlier course shall be cleaned and given a tack coat before placing the succeeding course. When directed, the tack coat shall be applied and paid for under Section 401. If directed by the Engineer, a tack coat shall be used even though the elapsed time has been less than 8 hours.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 404, QUALITY CONTROL OF ASPHALT MIXTURES, is hereby modified as follows:

The fifth sentence of the second paragraph of **Subsection 404.01, Design of Asphalt Mixtures, (a) General,** is hereby deleted and the following substituted therefor:

> A mix design that has not been produced on an ARDOT project in the last two years is inactive. The Contractor may submit a passing field verification test for the inactive asphalt mix design to the Materials Division to be reactivated. Asphalt mix designs with an expiration date may remain in production if they are not inactive.

The third through fifth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures,** are hereby deleted and the following substituted therefor:

> The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days. Production of Department approved mix designs for placement on non-ARDOT projects may be used for mix verification. The Contractor shall be allowed two attempts to verify the mix design if being placed on an ARDOT project and three attempts to verify the mix design if being placed on a non-ARDOT project. The Contractor shall notify the Engineer sufficiently in advance for Department personnel to witness all testing of this production and shall provide copies of all test results to the Department.
>
> Verification will begin with testing the plant produced mix using the aggregate proportions and asphalt binder content shown on the accepted mix design. After the first attempt of verification of the initial design, the Contractor may elect to adjust aggregate proportions to vary the accepted mix design gradations and bring the mix properties near the center of the compliance limits. If the mix is in sublot rejection, all future attempts will only be allowed on non-ARDOT projects.
>
> The mix will be verified if the test values for air voids, asphalt binder content, and VMA are within the compliance limits shown in Table 410-1, and when the accepted mix design has been produced within the gradation tolerances according to Subsection 404.04.
>
> The Contractor may request a one-time field mix design be accepted by the Engineer of Materials. The Contractor will be notified in writing if the field mix design is accepted. A field mix design allows the Contractor to use the adjusted aggregate proportions for future verification of the mix design. Cold feed adjustments will be allowed to both the initial mix design and field mix design if they do not exceed more than 10% for any single cold feed or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. Gradation tolerances will be based off the initial job mix formula. All cold feed adjustments exceeding the limits outlined above will require a new mix design.
>
> Once verified, the asphalt binder content shall be adjusted at the plant to obtain the optimum asphalt binder content shown on the mix design during production based on the lot average. At no time shall the asphalt binder content be adjusted in a manner to produce an asphalt binder content lower

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

than the design value. Adjustments to the asphalt binder content are not allowed for control of any volumetric property. All changes to be made to the asphalt binder content must first be reported to the Engineer. If adjustments do not give the intended result, production shall be stopped, and the asphalt plant and equipment shall be recalibrated and adjusted so the asphalt binder content can be successfully obtained.

The test method ARDOT 461, (NOTE 3), and (NOTE 4) in the table of the tenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures,** are hereby deleted.

The thirteenth and fourteenth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures, NOTE 3 and NOTE 4** are hereby deleted.

The eighteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures,** is hereby deleted.

The fourth and fifth sentences in the nineteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures,** are hereby deleted and the following substituted therefor:

Individual aggregate cold feeds should be adjusted to bring the mix design properties near the center of compliance limits. If excessive changes are required, production will be suspended, and a new mix design shall be developed according to the applicable specifications. Excessive changes are cold feed adjustments that exceed more than 10% for any single cold feed change or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. All cold feed adjustments exceeding the limits outlined above will require a new mix design.

Section 410, CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES, is hereby modified as follows:

The first through third sentences in the first paragraph of **Subsection 410.09(a), General,** are hereby deleted and the following is substituted therefor:

The accepted mix design shall be verified by the Contractor at the start of mix production for that design or after an interruption of more than 120 calendar days. A maximum of 200 tons (200 metric tons) of materials may be placed on the roadway during the verification process. If the mix produced does not verify the mix design, the material placed on the roadway shall be declared a partial lot. If all verification attempts have been exhausted, a new mix design shall be required.

Section 411, ASPHALT CONCRETE COLD PLANT MIX, is hereby modified as follows:

The third sentence of **Subsection 411.05 (b), Acceptance,** is hereby amended and the following is substituted therefor:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of Paragraph 1 of **Subsection 404.01(b), Design Requirements,** is hereby deleted and the following substituted therefor:

The optimum asphalt content is the asphalt binder content at 4% Air Voids (AV).

The first bullet of Paragraph 1 is hereby deleted and the following substituted therefor:

- PG 64-22 and PG 70-22 mixes will be designed using 4% air voids;

The second sentence of Paragraph 2 of **Subsection 404.04, Quality Control of Asphalt Mixtures,** is hereby deleted and the following substituted therefor:

Adjustments to the accepted mix design to conform to actual production values without re-design of the mixture shall be based on production of the mixture at a target value of 4.0% Air Voids (AV) in specimens and an asphalt binder content not less than that specified in the accepted mix design.

Table 405-1 of **Subsection 405.03 Materials** is hereby deleted and the following substituted therefor:

Table 405-1
Design Requirements for Asphalt Concrete Hot Mix Base Course
(1-1/2″ [37.5 mm])

	Control Points	
Sieve (mm)	Percent Passing (%)	
2″ (50.0)	100	
1½″ (37.5)	90 - 100	
1″ (25.0)	90 max.	
No. 4 (4.75)	-	
No. 8 (2.36)	15 - 41	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	0 - 6	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	11.5 – 13.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	Design Gyration	Maximum Rut
(8000 cycles, 100 psi, 64ºC)	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 406-1 of **Subsection 406.04, Construction Requirements and Acceptance,** is hereby deleted and the following substituted therefor:

Table 406-1
Design Requirements for Asphalt Concrete Hot Mix Binder Course
(1″ [25 mm])

Sieve (mm)	Control Points Percent Passing (%)
1½″ (37.5)	100
1″ (25.0)	90 - 100
¾″ (19.0)	90 max.
No. 4 (4.75)	-
No. 8 (2.36)	19 - 45
No. 16 (1.18)	-
No. 30 (0.60)	-
No. 50 (0.30)	-
No. 200 (0.075)	1 - 7

Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	12.5 – 14.0	
Minimum Water Sensitivity Ratio	80	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	Design Gyration	Maximum Rut
(8000 cycles, 100 psi, 64ºC)	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 407-1 and Table 407-2 of **Subsection 407.04, Construction Requirements and Acceptance,** are hereby deleted and the following substituted therefor:

Table 407-1
Design Requirements for Asphalt Concrete Hot Mix Surface Course
(1/2″ [12.5 mm])

	Control Points	
Sieve (mm)	Percent Passing (%)	
¾″ (19.0)	100	
½″ (12.5)	90 - 100	
3/8″ (9.5)	90 max.	
No. 8 (2.36)	28 - 58	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	2 - 10	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	14.0 – 16.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	Design Gyration	Maximum Rut
(8000 cycles, 100 psi, 64ºC)	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 407-2
Design Requirements for Asphalt Concrete Hot Mix Surface Course (3/8″ [9.5 mm])

	Control Points
Sieve (mm)	Percent Passing (%)
½″ (12.5)	100
3/8″ (9.5)	90 - 100
No. 4 (4.75)	90 max.
No. 8 (2.36)	32 - 67
No. 16 (1.18)	-
No. 30 (0.60)	-
No. 50 (0.30)	-
No. 200 (0.075)	2 - 10

Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	15.0 – 17.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	Design Gyration	Maximum Rut
(8000 cycles, 100 psi, 64ºC)	75 & 115	0.315 in. (8.000 mm.)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

LIQUID ANTI-STRIP ADDITIVE

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 404, DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES, is hereby modified as follows:

The following is added as the last bullet following the first paragraph of **Subsection 404.01(b), Design Requirements:**

- All ACHM mixes must contain a liquid, anti-strip additive.

Section 409, MATERIALS AND EQUIPMENT FOR ASPHALT CONCRETE PLANT MIX COURSES, is hereby modified as follows:

The second paragraph of **Subsection 409.02 Asphalt Binder** is hereby deleted and the following substituted therefor:

The asphalt binder for all Asphalt Concrete Hot Mixes shall contain a heat-stable, liquid anti-strip additive. The additive shall be furnished from the Qualified Products List. The additive shall not harm the completed bituminous concrete mixture and must be compatible with the aggregate and asphalt binder supplied for the project. The anti-strip additive shall be added either by an in-line blending process just before introduction of the asphalt binder to the mixer or by blending with the asphalt binder at the asphalt binder terminal. If blended at the terminal, the bill of lading accompanying the load being delivered to the hot mix asphalt plant shall include the anti-strip manufacturer's name, product name, and quantity of all anti-strip additive included in the load.

The liquid anti-strip additive shall be added at rates as indicated below:

- For ACHM mixes where the use of an anti-strip additive is required as determined by the laboratory analysis and mix design procedures, the anti-strip additive shall be added at the rate of 0.5% to 0.75% (0.05% to 0.10% for organosilane based materials) by weight of asphalt binder as determined by the laboratory analysis and laboratory mix design procedures.
- For all other mixes, the manufacturer's recommended dosage of the additive shall be used, but the rate of liquid anti-strip additive shall not be less than 0.25% (0.05% for organosilane based materials) by weight of the asphalt binder.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DESIGN OF ASPHALT MIXTURES

Section 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added after the first sentence of paragraph 3 **Subsection 404.01 Design of Asphalt Mixtures. (b) Design Requirements:**

Any use of recycled engine oil bottoms (REOB) or other engine oil derivatives in the manufacture or modification of a binder are strictly prohibited. Ground Tire Rubber (GTR) may be added to asphalt binder with blending of GTR into asphalt occurring only at the asphalt terminal. GTR shall be Class 80-1 ground tire rubber as defined by ASTM D5603.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES

Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby modified as follows:

Subsection 410.10 Incentives is hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the first paragraph of **Subsection 410.08, Rolling and Density Requirements and Joints,** is hereby deleted and the following substituted therefor:

> The Engineer will observe the Contractor's use of an electromagnetic surface contact device that meets ASTM D7113/D7113M or the use of a nuclear density gauge to verify that the maximum densities possible are obtained.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EVALUATION OF ACHM SUBLOT REPLACEMENT MATERIAL

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following shall be added to the second to the last paragraph of **Subsection 410.09 (a) General:**

If the material used to replace unacceptable material is a different mix design from what was originally placed, the remaining material in the lot and the replacement material shall both be evaluated as separate partial lots.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RECYCLED ASPHALT PAVEMENT

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth paragraph of **Subsection 416.03, Materials and Composition,** is hereby deleted and the following substituted therefor:

To ensure the "production" stockpile is distinguishable to anyone involved in the production of asphalt at the plant and no "unprocessed" materials are introduced into the process of ACHM mix manufacturing, the following shall be required for the use of Recycled Asphalt Pavement (RAP):

- Only processed RAP shall be introduced into asphalt mixes. Unprocessed RAP and processed RAP stockpiles shall be separated by distance and signed accordingly. Processed is defined as efforts to create a uniform stockpile of material and may include, but is not limited to, crushing and/or fractionating.

- RAP stockpiles should have only binder covered aggregates. There shall be no virgin aggregate or deleterious materials present in any RAP stockpile. Plant startup and shut down materials will be considered binder covered and are allowed. Aggregate not fully coated from asphalt plant produced material is not considered virgin aggregate.

- The maximum size of the reclaimed material shall be 3 inches when introduced into the mixer.

- Quality control testing for asphalt binder content and gradation of RAP shall be the contractor's responsibility and conducted as follows:

    - Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job's field verification process.

    - Minimum of one set of tests per job for jobs that contain at least 1,000 tons of ACHM.

    - One set of tests for every 10,000 tons of asphalt mix produced.

    - The first tests on the job must be performed within the first 3 days of production on the job.

- If testing determines the properties of the RAP have deviated significantly from the test results provided from field verification, as determined by the Engineer, changes to virgin binder content and/or aggregate proportions will be required before production of the ACHM mix continues. Once adjustments are made and the plant produced mix

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RECYCLED ASPHALT PAVEMENT

has the desired properties, the Contractor may request that a field mix design be accepted by the Engineer.

- In an effort to create uniform, repeatable testing for RAP binder content, asphalt binder content of the RAP shall be determined using AASHTO T308 with the specific requirements as follows:
    - Sample shall be dried to a constant mass as per AASHTO T 329 using a drying temperature of 230°F ± 9°F.
    - Preheat and burn sample in an ignition oven at a temperature of 482℃.
    - Asphalt Binder Content = % loss – Aggregate Correction Factor.
- An Aggregate Correction Factor for each ignition oven per asphalt mix design shall be submitted to the Resident Engineer before the start of production. Determination of the Aggregate Correction Factor may be based on regional historical data at the time of the change. This will ensure all parties involved are aware of the correction factor and therefore avoiding disagreements pertaining to manipulation/fluctuation in aggregate correction factors that could be used to adjust binder content data. Any change to the Aggregate Correction Factor must be shared with the Resident Engineer

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE PAVEMENT

Division 500 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 501.02(a), Cement,** are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 501.02(a), Cement,** are hereby deleted and the following substituted therefor:

The total alkalis in the Portland cement or blended cement (Na_2O + 0.658 K_2O) shall not exceed 0.60%. The total alkali content in the cementitious material shall not exceed 5 lb/cu yd (2.4 kg/cu m).

The fifth paragraph of **Subsection 501.02(b), Fine Aggregate,** is hereby deleted.

The sixth paragraph of **Subsection 501.02(c), Coarse Aggregate,** is hereby deleted.

Subsection 501.02(f), Cement Replacements, (1) Fly Ash, is hereby deleted and the following substituted therefor:

(1) Fly Ash. Fly ash for use with Portland cement or blended cement shall comply with the requirements of AASHTO M 295, Class C or Class F. Mixing of Class C or Class F fly ashes will not be permitted.

The sixth through thirteenth paragraphs of **Subsection 501.03 Mix Design. (a), General,** are hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. Fly ash will not be allowed as a substitute for high early strength cements.

Slag cement may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at a rate of one kilogram (pound) of slag cement for each pound (kilogram) of cement replaced. Slag cement will not be allowed as a substitute for high early strength cements. Ternary mixes (cement, fly ash, and slag cement) are not allowed.

The minimum 28-day compressive strength shall be 4000 psi (28.0 MPa) when tested according to AASHTO T 22. Test specimens will be made and cured according to AASHTO T 23 or T 126 as applicable.

The mixed concrete shall a have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design. All admixtures shall comply with Subsection 501.02(e).

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE PAVEMENT

Fine and coarse aggregate shall be added only in such proportion that satisfactory plasticity, workability, and consistency of the mix are maintained, with the further provision that the ratio of the fine aggregate to cement, based on dry and rodded measure, shall be not less than 1.5 nor more than 2.5.

The specified water/cement ratio shall not be exceeded, and the minimum compressive strength shall be met.

A minimum of 15 working days prior to the commencement of paving operations, the contractor shall submit to the Engineer of Materials for review and approval the following:

- Certification for the low alkali cement proposed for use OR the results of fine and coarse aggregates Potential Alkali Reactivity test (AASHTO T 303) in accordance with Options 1 or 2 of Subsection 501.02.
- A Job Mix Formula (JMF) that contains sources of all aggregates proposed for use, a composite gradation of all aggregates, and proportions of each aggregate. Individual gradations of each aggregate shall be included. The JMF may only be changed upon written approval of the Engineer. Composite gradations will be calculated using ARDOT Test Method 558.
- A completed ARDOT Concrete Mix Design Submittal form. This form is located on the Materials Division website for download.

The last sentence of the third paragraph of **Subsection 501.05(c), Measuring Materials, (1) General,** is hereby deleted and the following substituted therefor:

The load ticket shall show the following information:

1. Unique ticket number.
2. Identification of the truck.
3. Date and time of batching.
4. Total weights and/or volumes of each component.
5. Total volume of mix.
6. Total quantity of water added after batching.
7. Time of discharge.
8. ARDOT Mix Design ID

The first sentence of **Subsection 501.08, High Early Strength Concrete Pavement,** is hereby deleted and the following substituted therefor:

Cement used in High Early Strength Concrete shall conform to AASHTO M 85, Type III, AASHTO M 240, Table 3, or a Rapid Hardening Hydraulic Cement in compliance with ASTM C1600.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE DRIVEWAY

Division 500, RIGID PAVEMENT, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 505, PORTLAND CEMENT CONCRETE DRIVEWAY, is hereby modified as follows:

The first paragraph of **Subsection 505.02(b) Joint Filler** is hereby deleted and the following substituted therefore:

> Material for joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certificates in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

INCIDENTAL CONSTRUCTION

Sections 609, 611, 617, and 618 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

Subsection 609.02(c), Materials for Drop Inlets and Junction Boxes, is hereby deleted and the following is substituted therefor:

(c) Steel for welded steel grates and frames shall comply with ASTM A709, Grade 36 (250).

Subsection 611.02(a)(2), Materials for Pipe Underdrains, Outlet Protectors, and Covers, is hereby deleted and the following is substituted therefor:

(2) Corrugated Polyethylene Tubing. The tubing shall be the heavy duty type and shall comply with AASHTO M 252. The tubing shall have a minimum pipe stiffness of 46 psi (3.23 kg/cm^2) at 5% deflection and shall be capable of 60 percent vertical deflection in parallel plate loading without splitting or cracking when tested in accordance with ASTM D 2412.

The second sentence of **Subsection 617.02(a)(2), Materials for Steel Posts,** is hereby deleted and the following is substituted therefor:

(2) Steel Posts. The steel shall comply with ASTM A709, Grade 36 (250).

Subsection 617.02(b)(3), Materials for Terminal Anchor Posts, is hereby deleted and the following is substituted therefor:

(3) The steel anchor posts shall consist of structural shapes of the section shown on the plans, or as otherwise specified, and shall comply with ASTM A709, Grade 36 (250). The upper 15” (380 mm) of the anchor assembly shall be galvanized according to AASHTO M 111.

The third sentence of the third paragraph **Subsection 618.02(a), Posts for Guard Cable,** is hereby deleted and the following is substituted therefor:

The steel shall comply with ASTM A709, Grade 36 (250).

Subsection 618.02(d), Materials for Bolts, Nuts, and Washers, is hereby deleted and the following is substituted therefor:

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

INCIDENTAL CONSTRUCTION

(d) Bolts, Nuts, and Washers. Bolts, nuts, and washers shall conform to the plans and shall be steel complying with ASTM A 307, ASTM F3125, Grade A325, Heavy Hex, Type 1, or ASTM A449 (Heavy Hex), galvanized according to AASHTO M 232. Threads on bolts and nuts shall conform to Unified Coarse Thread Series Class 2A, ANSI B 1.1 (Metric Coarse Thread Series, ANSI B 1.13M, 6g tolerance).

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

Section 604 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is inserted after the first paragraph of Subsection 604.02(b):

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall comply with section 728.

Retroreflective sheeting shall be applied to a properly treated substrate with mechanical equipment and in a manner specified by the sheeting manufacturer. Sign material (substrate) shall be of sufficient thickness and stability to maintain a substantial, effective sign for the duration of the project. One splice will be allowed in retroreflective sheeting on sign blanks. "Left", "Right", "Distances", and "Ahead" will be allowed on signs as inserts. All letters and numerals on inserts shall be of the same size and series as those on the sign face.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

Section 604 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first paragraph of **Subsection 604.02 Materials (a) General** is hereby deleted and the following substituted therefor:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators, manufactured after December 31, 2019, shall comply with the requirements of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before December 31, 2019, and successfully tested to the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives. The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of MASH, or in the case that the device was manufactured on or before December 31, 2019, the certification shall state the device meets the requirements of NCHRP 350 or MASH. The certification shall include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter which is available at:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE DITCH PAVING

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 605, CONCRETE DITCH PAVING, is hereby modified as follows:

The last sentence of **Subsection 605.03(e) Expansion Joints** is hereby deleted and the following substituted therefor:

> The space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PIPE CULVERTS FOR SIDE DRAINS

Section 606 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The second paragraph of **Subsection 606.01** is hereby deleted and the following substituted therefore:

> For side drains, when the type is not specified on the plans, the Contractor may furnish any of the types listed in Subsection 606.02 provided that only one type and material shall be used for all side drains of like cross-sectional shape on the project. In addition, when circular pipe is specified for a side drain the Contractor may, at no additional cost to the Department, substitute an arch pipe providing the equivalent waterway.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
Mulch Cover

Section 620 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection **620.02 Materials (d)** is hereby deleted and the following substituted therefore:

(d) Mulch cover. Shall be a mulch cover system as listed on the Department's Qualified Products List (QPL) or shall consist of straw from threshed rice, oats, wheat, barley, or rye; of wood excelsior; or of hay obtained from various legumes or grasses, such as lespedeza, clover, vetch, soybeans, bermuda, carpet sedge, bahia, fescue, or other legumes or grasses; or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds, and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.

The following is inserted after Subsection **620.03 Construction Requirements (c) Seeding (3) Hydro-seeding**:

(4) Mulch Cover. If a mulch cover system listed on the Department's Qualified Products List (QPL) is used then the mulch cover and the seed may be incorporated into one operation.

Subsection **620.03 Construction Requirements (d)** is hereby deleted and the following substituted therefore:

(d) Mulch Cover. If a Mulch Cover system listed on the Department's Qualified Products List (QPL) is used then refer to the application rate listed in the QPL otherwise the mulch cover shall be applied at the rate of 4000 pounds per acre (4500 kg/ha). If the mulch cover and seed are not incorporated into one operation then apply the mulch cover immediately after seeding and spread the mulch cover uniformly over the entire area by approved power mulching equipment. When approved by the Engineer, the Contractor may use hand methods to apply mulch cover to small or inaccessible areas. If the Contractor so elects, an approved mulching machine may be used, whereby the application of mulch cover and tackifier may be combined into one operation. If this method is used, no change in application rates will be allowed. In its final position, the anchored mulch shall be loose enough to allow air to circulate, but compact enough to partially shade the ground and reduce the impact of rainfall on the surface of the soil. Care shall be taken to prevent tackifier materials from discoloring or marking structures, pavements, utilities, or other plant growth. Removal of any objectionable discoloration shall be at no cost to the Department.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION

Mulch Cover

The first paragraph of subsection **620.03 Construction Requirements (e)** is hereby deleted and the following substituted therefore:

(e) Mulch Anchoring. If a mulch cover system is selected from the Department's Qualified Products List (QPL) then no additional anchoring is needed. If a mulch cover system is not used then immediately following or during the application of mulch cover on seeded areas, the mulch shall be anchored by one of the following methods.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS

Section 621 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to **Subsection 621.01**:

(p) Filter Socks. This item shall consist of furnishing, installing, maintaining, and removing filter socks at locations indicated on the plans or as otherwise directed by the Engineer. Filter socks consist of filter media (compost or non-treated wood) encased in a three-dimensional fabric tube for the purposes of filtering silt, sediment, and other pollutants out of stormwater.

The following is added to **Subsection 621.02**:

(o) Compost or non-treated wood used for filter sock filter media shall be weed, disease, and pathogen free and derived from a clean source of woody organic matter. The media shall be free of any refuse, contaminates, or other materials toxic to plant growth. Test methods for the parameters shown in Table 621-2 should follow the recommendations provided in the AASHTO Standard Practice for Compost for Erosion and Sediment Control (R 51). Compost products must be supplied with a Seal of Testing Assurance (STA) by the U.S. Composting Council from the manufacturer. The Engineer may request a sample for approval prior to being used and materials must comply with all local, state, and federal regulations.

Table 621-2
Filter Sock Media Parameters

Parameters	Reported as (units of measure)	Test Method	Required Value
pH	pH Units	AASHTO R 51	5.0-8.5
Moisture Content	%, wet weight basis	AASHTO R 51	<60%
Organic Matter Content	%, dry weight basis	AASHTO R 51	>30%
Particle Size	% passing a selected mesh size, dry weight basis	AASHTO R 51	99% passing a 2” sieve <40% passing a 3/8” sieve
Physical Contaminates (man-made inert material)	%, dry weight basis	N/A	<1%

Filter sock containment shall be produced from 5-mil-thick continuous high density polyethylene (HDPE) filament or multi-filament polypropylene (MFPP), woven or knitted into a tubular mesh netting. Openings in the mesh shall range from $1/8^{th}$ to $3/8^{th}$ inch. This tube shall then be filled to the specified diameter of the sock with filter media which meets the specifications outlined in Table 621-2. Filter sock fabric shall have a minimum functional longevity of 9 months.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

FILTER SOCKS

Furnish filter socks with a diameter of 8-9, 12, 18, or 24 inches in diameter in variable lengths as directed by the Engineer.

Use 2" by 2" hardwood stakes of a length which will allow them to be driven at least one foot into the soil while leaving at least 3" projecting above the sock after installation. In rocky or other difficult locations steel stakes may be used if directed by the Engineer. Sandbags may be used as necessary to anchor the filter sock for installation on paved surfaces. Placement shall be as directed by the Engineer.

The following is added to **Subsection 621.03**:

(q) Trenching of filter socks is not required but woody vegetation shall be cut at ground level or otherwise removed, and uneven or rocky surfaces shall be graded or raked to ensure the socks uniformly contact the ground. The socks shall be secured with stakes driven through the center of the devices or installed as recommended by the manufacturer. For perimeter control or on slopes, stakes shall be installed on a maximum of 10 foot centers and the ends of the socks shall be directed upslope to prevent storm water from running around the end of the sock. For ditch checks and drop inlets, stakes shall be installed on a maximum of 4 foot centers. Additional stakes may be necessary as directed by the Engineer. Filter socks may be laid end to end or overlapped according to the manufacturer's directions.

Routinely maintain the socks in good condition (including staking, anchoring, etc.) Accumulated sediment shall be removed when the sediment reaches one-half the height of the sock or as directed by the Engineer. Sediment removed shall be deposited and stabilized as described in Section 110 of the Standard Specifications for Highway Construction, Edition of 2014. Repair of or complete replacement of torn or damaged socks shall be performed as required or as directed by the Engineer. Filter socks shall be carefully removed and replaced as required to facilitate construction operations.

When the required work has been completed, the area has been stabilized, and the filter socks are no longer required as approved by the Engineer, the containment material shall be cut and the core material shall be evenly distributed on the surrounding ground area. Containment shall be removed and disposed of.

The following is added to **Subsection 621.04**:

(q) Filter Socks will be measured by the linear foot (meter) complete in place; measurement will be made along the centerline of the top of the filter sock. No payment will be made for overlap. No payment will be made for additional length beyond that approved by the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

FILTER SOCKS

The following is added to **Subsection 621.05:**

(q) Filter Socks completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot (meter) for Filter Socks, which price shall be full compensation for furnishing all materials; for installation and maintenance of filter socks; for temporarily removing and replacing filter socks as required to facilitate construction operation; for removal and disposal of the filter socks as directed; and for all labor, equipment, tools, and incidentals necessary to complete the work.

The following is added as the last Pay Item in **Subsection 621.05**:

Pay Item	**Pay Unit**
Filter Sock (___")	Linear Foot (Meter)

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE ISLAND

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 632, CONCRETE ISLAND, is hereby modified as follows:

The last sentence of the fifth paragraph of **Subsection 632.03 Costruction Requirements** is hereby deleted and the following substituted therefor:

> The space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE WALKS, CONCRETE STEPS, AND HAND RAILING

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 633, Concrete Walks, Concrete Steps, and Hand Railing, is hereby modified as follows:

Subsection 633.02(E) Expansion Joints is hereby deleted and the following substituted therefor:

> A space not less than ½" (12mm) wide shall be left between the sidewalks and adjacent structures. This space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project. No space or joint filler is required between the sides of the walks and adjacent curbs.
>
> Transverse expansion joints shall be placed at a maximum interval of 45' (13.7m). Transverse joints shall be constructed using approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CURBING

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 634, Curbing, is hereby modified as follows:

The last paragraph **of Subsection 634.02 Materials** is hereby deleted and the following substituted therefor:

> Material for the joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

MAILBOXES

Section 637 of the Standard Specification for Highway Construction, Edition 2014, is hereby amended as follows:

The first paragraph of **Subsection 637.02** is hereby deleted and the following substituted therefor:

> The mailbox post shall be either metal or southern yellow pine and shall be the size shown on the plans. Wood posts shall be pressure treated using only preservatives that are registered with the US EPA under FIFRA. Preservatives and treatments shall meet the requirements of AASHTO M-133 or American Wood Protection Association (AWPA) Standard UI, Commodity Specification A for Posts (sawn 4 sides), Commodity Specification B for Posts (round, ½ and ¼ round); UC4A for Ground Contact General Use or UC4B Ground Contact Heavy Duty. Metal posts shall be either galvanized or painted.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

DESIGN AND MATERIAL REQUIREMENTS FOR TRAFFIC SIGNAL PEDESTAL POLES

Section 715 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The first bullet following the fourth paragraph of **Subsection 715.03** is hereby deleted and the following substituted therefore:

- That the design complies with the plans and specifications and meets or exceeds the standards found in the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 4th Edition (2001)* with 2003 and 2006 interims.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE FOR STRUCTURES

Division 800 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 802.02(a), Cement,** are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 802.02(a), Cement**, are hereby deleted and the following substituted therefor:

The total alkalis in the Portland or blended cement (Na_2O + 0.658 K_2O) shall not exceed 0.60%. The total alkalis in the cementitious material shall not exceed 5 lbs./cu yd (2.4 kg/cu m).

The sixth paragraph of **Subsection 802.02(b), Fine Aggregate,** is hereby deleted.

The sixth paragraph of **Subsection 802.02(c), Coarse Aggregate,** is hereby deleted.

Subsection 802.02(e), Admixtures, is hereby deleted and the following substituted therefor:

(e) Admixtures. Admixtures shall be from sources that are listed on the Department's QPL in Division 500. Admixtures will be reviewed and approved during the mix design submittal. Admixtures shall be compatible with each other, as advised by the manufacturer. The admixture dosage rate range as recommended by the manufacturer shall be used. Should the dosage rate for any admixture not yield desirable characteristics in the concrete, the dosage of admixture used shall be based on test results obtained by trial batches.

Admixtures shall be added to the mixing water by means of a mechanical dispenser that will accurately meter the additive throughout the mix water cycle. The dispenser shall be constructed and connected so that the amount of admixture entering the mixing water can be readily determined.

Subsection 802.05(b), Mix Design by the Contractor, is hereby deleted and the following substituted therefor:

(b) Mix Design by the Contractor. The proportions to be used in the mix for each class shall be determined by the Contractor using the absolute volume method. The Contractor may use the procedure provided in the ACI Standard 211.1 or Portland Cement Association "Design and Control of Concrete Mixtures", modified to comply with the minimum compressive strength and maximum water/cement ratio specified for the class of concrete. A minimum of 15 business days prior to the start of production of the concrete mixture, the Contractor shall submit test results and/or certifications for all materials and detailed mix design data to the Engineer of Materials for review and approval. The ARDOT Concrete Mix Design Submittal form is available for download on the Materials Division website and shall be used. The Department will assign a Mix Design ID, and it shall be included on the delivery ticket.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE FOR STRUCTURES

The Contractor will submit slump ranges during the mix design process. The Engineer of Materials will determine the allowable tolerances for slump during review of the mix design. The mixed concrete shall a have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design.

Acceptance of the mix design by the Engineer will be based on apparent conformity to the requirements shown in Table 802-1 and listed herein. If the mix design fails to produce acceptable results or if there is a change in the aggregates, fly ash, or cement being used, a new mix design will be required. It shall remain the Contractor's responsibility during production to produce concrete conforming to the mix design and the minimum acceptance criteria specified. When requested by the Engineer, the Contractor shall submit samples of all materials for verification testing. Production shall not begin until the mix design is accepted by the Engineer.

A mix design submitted for acceptance need not be prepared specifically for this project but may be a previously accepted design that uses the same materials and meets the same design criteria.

Mix designs accepted under this section will become the property of the Department and may be accepted for use on other projects, by other contractors, or by the Department.

In **Table 802-1,** Slump Range for all classes of concrete are hereby deleted.

The first paragraph of **Subsection 802.05(d), Fly Ash,** is hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced, in all classes of concrete except Class B. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. The water/cement ratio shall be calculated using the total weight of both cement and fly ash. Fly ash in Class B concrete shall meet the requirements specified in Subsection 802.05(c) and listed herein. Mixtures with fly ash shall meet the same requirements as mixtures without fly ash. Fly ash will not be allowed as a substitute in high early strength mixes. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations.

SP-2 – CITY OF JONESBORO SPECIAL PROVISIONS

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

ACCESSIBLE PEDESTRIAN SIGNAL (APS)

1. **DESCRIPTION.** This item shall include furnishing and installing at locations shown on the plans or as directed, an Audible-Tactile Pedestrian Signal System and shall consist of all electronic control equipment, mounting hardware, and push button stations which are designed to provide both a push button with a raised vibrating tactile arrow on the button, along with a variety of audible indications for differing pedestrian signal functions. This work shall be done in accordance with this special provision, the "LED Countdown Pedestrian Signal Head" special provision, and the Standard Specifications for Highway Construction, Edition of 2014, **Section 707 Pedestrian Signal Head**.

2. **MATERIALS AND CONSTRUCTION.**

   A. Design Compliance. The System shall meet the following standards:
   1. Functionality requirements of MUTCD 2023 – 4K.
   2. NEMA TS 2 Section 2.1 Temperature & Humidity requirements.
   3. NEMA TS 2 Section 2.1 Transient Voltage Protection requirements.
   4. NEMA TS 2 Section 2.1 Mechanical Shock and Vibration requirements.
   5. IEC 61000-4-4, IEC 61000-4-5 Transient Suppression requirements.
   6. FCC Title 47, Part 15, Class A Electronic Noise requirements.
   7. The Push Button Station (PBS) Enclosure shall meet NEMA 250 - Type 4X Enclosure requirements.
   8. The Central Control Unit (CCU) & Ped Station Monitor (PSM) Enclosures shall meet NEMA 250 - Type 1 requirements.
   9. The System shall meet NEMA TS 4 - Electrical Reliability requirements (applicable portions of Section 8).

   B. Functional Requirements.

   1. The System shall support from 2-16 PBS's per intersection (maximum of 4 push buttons per channel) controlled by a single base unit located in the traffic control cabinet.
   2. The System shall be able to be set to vibrate a tactile arrow button during the WALK interval following a button push and/or every time the walk comes up.
   3. The System shall have the field-selectable function known as "Locating Tone". This means that during the FLASHING DON'T WALK and the DON'T WALK intervals, the system shall provide a locating tone that emanates from the Pedestrian Push Button Station. The system shall provide at least three different sounds to choose from.
   4. The System shall have the field selectable function known as "Extended Push Activation". This means that the audible WALK message will only be activated and

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

ACCESSIBLE PEDESTRIAN SIGNAL (APS)

sound during the WALK interval if the button is depressed for a field selectable minimum period of time (from 0 to 6 seconds). Also, for the following walk phase, the volumes have a separately settable minimum and volume level.

5. The System shall have the field selectable function known as “Informational Message”. This means that a custom message giving the location of the street to cross and the intersection (or other information) will be vocalized only when the button is depressed for a minimum field selectable time.

6. The System shall provide a “Wait” message that plays once the button is activated until the walk cycle goes into effect. This message must have the field selectable option of OFF or playing every 4, 6, 8 or 10 seconds.

7. The System shall have standard “Travel Direction” options that can be selected at the time of installation.

8. The System shall have at least five field selectable walk sound options including a cuckoo, a chirp, a rapid tick or custom voice message.

9. The System shall provide 3 Ped-clearance sound choices including audible countdown (field selectable). The audible countdown shall represent the time remaining during the pedestrian clearance interval. Timing is automatically adjusted to CLEARANCE INTERVAL timing.

10. The System shall provide two language capabilities, selectable by user (as a custom feature).

11. The System shall provide Emergency preemption message in conjunction with a preemption system (selectable feature).

12. LOCATE tone and “Walk”,” Pedestrian Clearance” audible feature must have independent settable minimum and maximum volume limits.

13. All sounds for all PBS’s must be synchronized.

14. The system shall have an ambient sensing microphone located in the pedestrian station in a non-visible, environmentally protected housing.

15. All sounds levels shall adjust automatically in response to ambient noise over a 60-dB range with additional control to have the sound level at ambient, 5dBA or 10dBA over ambient, to a maximum of 100 dBA.

16. The system shall have an independent ambient adjustment setting for the locate tone that allows the locate tone volume to be set to play below the ambient noise level.

17. The system shall utilize high quality digital audio technology by using 12-bit samples at a 16k Hz sample rate audio amplifier and must have total harmonic distortion of less than 3%.

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

ACCESSIBLE PEDESTRIAN SIGNAL (APS)

18. The firmware and voice messages shall be updatable via a laptop computer or smart device. There shall be no requirement for the hardware to be changed out to update.
19. The System shall have the option to mute sounds on all crosswalks except activated crosswalk (selectable feature).
20. The System shall have no field replaceable fuses. All fuses shall be self-resetting.
21. The System shall have the ability to have two separate program configurations with all features available that can be turned on through an external input.
22. All programming and adjustments shall be made using a laptop computer or smart device. No additional hardware or equipment shall be required. The system shall be fully compatible with the three latest versions of the Windows operating platform.

C. Central Control Unit (CCU) - The CCU is the power supply and control unit that provides power and data for the Push Button Stations.

1. Shall be installed inside the Traffic Cabinet and powered by the AC supply mains (115 VAC).
2. Shall control up to 16 PBS's in a maximum of 4 channels up to 4 PBS's per channel.
3. Shall control up to four Pedestrian channels, receiving its timing from the Walk and Don't Walk signals.
4. Shall be able to self-test all PBS's and put a channel into recall should a PBS fail the self test.
5. Shall provide optically isolated general-purpose inputs.
6. Shall be provided with a 4-cable interface harness assembly.
7. Shall be provided with an interface connection board.
8. Shall have Ethernet access to PBS's through the CCU to be able to change the settings of PBS as well as monitor the self-test Events of the PBS's and report back to the Central Control Station.
9. Shall have internal memory to store a few hundred events with a date-time stamp for each event.
10. Shall have an internal real-time clock.
11. Firmware for the CCU shall be updated by USB port on the CCU, laptop computer, or smart device.
12. The CCU shall have 2 built in conflict monitoring systems:
    i. Monitors the PBS and the ped-head lights and powers off the channel upon a conflict.
    ii. Processors monitor each other and reset the CCU upon loss of internal communication.

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

ACCESSIBLE PEDESTRIAN SIGNAL (APS)

13. Shall meet NEMA 250 – Type 1 enclosures requirements.

D. Pole Mounting Assembly - This equipment is typically mounted on a pole near the start of a crossing. It is commonly referred to as the "Pedestrian Push Button Station" or "PBS").

1. PBS shall be a single fixture that contains the vibro-tactile 2" ADA-compliant pedestrian push button with directional tactile arrow, a weatherproof speaker, and the appropriate sign for each location.
2. All audible sounds shall emanate from the PBS.
3. The external housing shall not have any polycarbonate or plastic parts.
4. PBS's must require only two wires coming from the traffic control cabinet for each phase / crosswalk.
5. Each PBS shall have a system unique ID.
6. SPEAKER: 8 Ohms, 12-Watt maximum, weatherproof.
7. PUSH BUTTON: ADA compliant with raised arrow on the button plunger. Cast Aluminum, Nickel-plated and powder coated for color contrast. The arrow on the PBS shall be able to be changed to one of four directions.
8. PUSH BUTTON: Uses Piezo switch technology rated to greater than 20 million operations.
9. VIBRATOR POWER: Arrow button shall pulse at 20 Hz with a 0.003-inch displacement against an applied 2 lb force.
10. CONFLICT WALK MONITOR: Circuitry shall have a separate microcontroller that independently monitors the main microcontroller outputs and "Walk Mode" for conflict condition, the PBS is reset in case of conflict detection.
11. The firmware and voice messages shall be updatable by using a laptop computer or smart device. There shall be no requirement for the hardware to be changed out to update.
12. VOLTAGE TRANSIENT PROTECTION: Meets applicable NEMA TS 2 requirements.
13. Meets or exceeds NEMA 250 type 4X enclosure requirements.
14. CONSTRUCTION:
    i. FRAME: Cast Aluminum, Powder Coated.
    ii. MESSAGE SIGN: Aluminum, Powder Coated, Ink Markings.
    iii. PUSH BUTTON: Aluminum, Powder Coated.
15. MESSAGE MARKING: At time of order, the customer may specify the Message Sign Markings to be the **International Walking Person** or the **Informational**

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

ACCESSIBLE PEDESTRIAN SIGNAL (APS)

Explanations for the three (3) distinct pedestrian displays (WALK, DON'T WALK, and PED CLEAR) that a pedestrian would see on an active pedestrian head.

16. A push button extender shall be supplied and installed on traffic signal poles with mast arms and pedestrian signal poles that are 10 foot or taller. To ensure the push button orientation, height requirements are met, and that side reach from the edge of sidewalk is not more than 10 inches.

17. The APS shall be installed in accordance with the manufacturer's recommendations.

18. A field test of the APS shall be performed in the presence of the Engineer. If a unit fails to pass testing, the Contractor shall replace the unit to ensure a fully operational system at their expense.

E. Programming - The APS shall be programmable and adjustable.

1. Programming and adjustments shall be made using a laptop computer or smart device. No additional hardware or equipment shall be required. The system shall be fully compatible with the three latest versions of the Windows operating platform.

2. Shall be password protected.

3. METHOD OF MEASUREMENT. Completed and accepted items will be measured as follows:

A. Central Control Unit will be measured by the unit.

B. Pole Mounted Assembly will be measured by the unit.

4. BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid as follows:

A. Central Control Unit - Price bid for Central Control Unit and associated equipment specified, shall be full compensation for furnishing all equipment listed above; meeting all functional requirements listed above, for installing, programming, wiring, and testing the unit; and for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

B. Pole Mounted Assembly - Price bid for Pole Mounted Assembly shall be full compensation for furnishing the Pedestrian Push Button Station with all items including but not restricted to materials, equipment, tools, programming, software, labor, and incidentals necessary to complete the work.

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

ACCESSIBLE PEDESTRIAN SIGNAL (APS)

Payment shall be made under:

Pay Item	**Pay Unit**
Central Control Unit	Each
Pole Mounted Assembly	Each

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

ELECTRICAL CONDUCTORS-IN-CONDUIT (TRAFFIC SIGNAL)

DESCRIPTION. This item consists of furnishing and installing electrical conductors from point to point as indicated on the plan sheets.

MATERIALS. The electrical conductors shall consist of cables of the gauge and number of conductors specified on the plan sheets and shall be USE rated (single conductor) or UF rated (two conductor) with cross-link polyethylene (XLP) insulation, 600-volt rating, and suitable for underground duct installation in wet or dry locations. Electrical conductors shall be UL Listed, and shall comply with ASTM B3, B8, B787, and UL Standard 854. Multiple single conductor cables shall not be twisted. Electrical conductors shall be solid or stranded copper unless otherwise approved by the Engineer.

Where specified "With Ground" (WG), included shall be a copper safety ground of either bare copper or green insulated; of not less than two sizes less than the load carrying conductors, whichever is greater.

Where specified "Equipment Ground Conductor" (E.G.C.), conductor shall be a copper safety ground of either bare copper or green insulated of the size and quantity shown.

CONSTRUCTION REQUIREMENTS. Splices are allowed at pole bases or as approved by the Engineer. Unless waterproof quick disconnects are used, splicing methods considered acceptable are: Soldered, compression connectors of proper size employing cyclic crimping devices, terminal strips, or other method approved by the Engineer. Splices on terminal strips shall utilize proper spade lugs. All splices shall be waterproof. When taping is required, the wire shall be covered with six (6) layers of plastic electrical tape and sealed with "Scotch-Coat" or other similar electrical sealing material. Where wire nuts are used, soldering, taping and sealing is still required. Electrical insulating putty may be used to round off sharp corners of wire or connectors before applying tape. Slack cable (3 ft. min.) shall remain at each splice location.

METHOD OF MEASUREMENT. Electrical Conductors-In-Conduit shall be measured by the linear foot. Multiple conductors shall be measured together, not measured singularly.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot for Electrical Conductors-In-Conduit of the type and size called for on the plans, which price shall be full compensation for furnishing materials, splicing, and connections and for all tools, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Electrical Conductors-In-Conduit (_c/_ A.W.G.,_)	Linear Foot

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

LED COUNTDOWN PEDESTRIAN SIGNAL HEAD

1. **DESCRIPTION.** This item shall consist of furnishing and installing Countdown Pedestrian Signal Heads and components based on Light Emitting Diode (LED) technology according to these specifications as well as **Section 707 Pedestrian Signal Head** of the Standard Specifications for Highway Construction, Edition of 2014, subject to approval of the engineer. The basic configuration consists of the "filled", symbolic single section design. Portions of the standard specifications will be superseded by these special provisions.

2. **MATERIALS.** The LED modules shall be suitable for span wire and mast arm mounted signals. Units must meet the following specifications to be accepted.

   (A) Physical and Mechanical. LED pedestrian signal modules designed shall not require special tools for installation. Retrofit replacement LED signal modules shall fit into existing pedestrian signal housings built to the VTCSH Standard without modification to the housing. Installation of a retrofit replacement LED signal module into an existing signal housing shall only require the removal of the existing optical unit components, i.e., lens, lamp, and gaskets; shall be weather tight and fit securely in the housing; and shall connect directly to existing electrical wiring utilizing spade connectors. It shall not be necessary to remove reflector or lamp module. Reflector and lamp module is not required where new housings are provided.

   The countdown feature will be displayed only during the flashing "Don't Walk" segment of the pedestrian phase. This feature should be able to restart at the correct part of the signal cycle after a power outage or a signal pre-emption has been activated.

   (B) Optical Requirements. The modules shall be measured per ITE specifications, and are required to meet luminous values that are a minimum of 115 percent greater than the required minimum values in the specifications at the time of production. The YELLOW modules shall be tested for luminous output at 25°C, allowing the modules to achieve thermal equilibrium for 60 minutes, while the modules are energized at nominal operating voltage, at a 8.3% (or 1/12) duty cycle or 5 sec on/55 sec off). The yellow modules shall meet all other ITE specifications.

   (C) Optical Unit. LED signal modules shall meet the following requirements:

   Optical Unit Replacement - The LED module shall be constructed to allow the replacement of the outer lens and/or the light engine when needed.

   Lens Surface - The external lens shall be smooth on the outside to prevent excessive dirt/dust buildup.

   Chromaticity - The measured coordinates of LED signal modules shall conform to the chromaticity requirements of Section 8.04 and Figure 1 of the VTCSH standard.

   Environment - The LED signal module shall be rated for use in the ambient operating temperature range, measured at the exposed rear of the module, of -40° C (-40° F) to +74°C (+165° F). The LED sign module shall be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991, sections 4.7.2.1 and

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

LED COUNTDOWN PEDESTRIAN SIGNAL HEAD

4.7.3.2, for Type 4 enclosures to protect all internal LED, electronic, and electrical components. The LED signal module lens shall be UV Stabilized.

Pre assembly - The LED signal module shall be a single, self-contained device, not requiring on-site assembly for installation into an existing pedestrian signal housing. The power supply for the LED signal module may be either integral or packaged as a separate module. The power supply may be designed to fit and mount inside the pedestrian signal housing adjacent to the LED signal module. The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

LED Drive Circuitry (parallel) - The individual LED light sources shall be wired so that a catastrophic failure of one LED light source will result in the loss of only that one LED light source, and the loss of no more than 1% of the total LED'S within the LED signal module.

Material Composition - Materials used for the lens and signal module construction shall conform to ASTM specification for the materials where applicable. Enclosures containing either the power supply or electronic components of the signal modules shall be made of UL94VO flame retardant materials. The lens of the signal module is excluded from this requirement.

Identification Markings - Each individual LED signal module shall be identified for warranty purposes. Each LED signal module shall be identified on the backside with the manufacturer's name and serial number. The following operating characteristics shall be identified: nominal operating voltage, power consumption, and Volt-Ampere. Modules shall have a prominent and permanent vertical indexing indicator, i.e. UP ARROW or the word UP or TOP, for correct indexing and orientation inside a signal housing. Modules conforming to this specification may have the following statement: "Manufactured in Conformance with the Interim Purchase Specification of the ITE for LED vehicle Pedestrian signal Modules" on an attached label.

(D) Manufacturer's Warranty. The standard contract warranty shall apply with time extensions applied to materials. The contractor shall provide a written manufacturer's guarantee to the Agency (City, County or etc.) who provides electrical service and maintenance of the intersection. Warranty shall provide the following stipulations:

- Isolated Failures Warranty Period not less than 7 Years
- Design Failure Warranty Period not less than 5 Years

Warranty for isolated lens failure shall include replacement LED module at no cost for materials and shipping for a period of 7 years from the date the intersection is considered substantially complete by the engineer. An LED module shall be considered failed when the luminosity drops below the ITE requirements listed above.

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

LED COUNTDOWN PEDESTRIAN SIGNAL HEAD

A product "Design Failure" is considered to have occurred if, within a period of 5 years or less, a total of ten percent (10%) of the LED modules supplied on a particular Job are considered failed as described above. The supplier shall then "recall" the entire shipment at no cost to the agency maintaining the equipment. This shall include labor and equipment necessary to replace the units.

3. **CONSTRUCTION REQUIREMENTS.** Construction shall be in accordance with the standard specifications. No distinction is made for span-wire installations, post mount, mast arm mount, or other mounting methods as described on the plan sheet(s).

4. **METHOD OF MEASUREMENT.**

   A. **Pedestrian Signal Head, LED.** Work completed and accepted and measured as provided above will be measured by unit.

   B. **Pedestrian Signal Head, LED Lens Retrofit (Ret).** Work completed and accepted and measured as provided above will be measured by unit.

5. **BASIS OF PAYMENT.**

   A. **LED Pedestrian Signal Head.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for PEDESTRIAN SIGNAL HEAD LED of the type, display and size specified, which price shall be full compensation for furnishing and installing all materials and signs; and for all labor, equipment, tools, and incidentals necessary to complete the work.

   B. **LED Pedestrian Signal Lens Ret.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for PEDESTRIAN SIGNAL LED LENS RET of the type, number of sections, color and display specified, which price shall be full compensation for removing existing unnecessary hardware and modifying existing housing; and for furnishing and installing all materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

   Payment will be made under:

Pay Item	Pay Unit
Countdown Pedestrian Signal Head, LED	Each

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

PRECAST CONCRETE HEADWALL

DESCRIPTION: This item shall provide for the substitution of Precast Concrete Headwall as an equal alternate to cast in place headwall. The work shall consist of installing Precast Concrete Headwall at designed locations or as directed by the Engineer.

MATERIALS: Precast units shall bear evidence that the component materials have been tested and approved and the construction methods have been inspected by an inspector approved by the Engineer.

Reinforcements and materials of Precast Concrete Headwall shall be in accordance with **Section 802** and **Section 804** of the Arkansas Standard Specification for Highway Construction, Edition of 2014.

Precast units may be rejected for not meeting any one of the specification requirements. Individual units may also be rejected for fractures or cracks passing through the wall or surface defects indicating honeycombed or open texture surfaces. Rejected units to be replaced with acceptable units meeting the requirements.

CONSTRUCTION METHODS: Excavation and backfill shall be according to the requirements of **Section 801**. Precast Concrete Headwall shall be bedded on a foundation of firm and stable material, accurately shaped to conform to the base of the units. All pipe built into the walls of the structure shall fit flush with the inside face of the wall. Overall widths of headwalls shall be modified to fit the finished width of the various structures.

The Contractor shall provide adequate means to lift and place the precast units. Fill lifting holes with mortar or concrete and cure. Precase concrete or mortar plugs may be used. Jointing material shall be furnished for proper joint sealing.

The Contractor's operations shall be arranged so as to cause a minimum of interference with local traffic and use all precaution to prevent damage to the culvert pipe during the construction of the headwall.

BASIS OF PAYMENT: Precast Concrete Headwalls accepted will be paid for at the contract unit price bid, which said price shall be full compensation for quality control; for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Precast Concrete Headwall	Each

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

REMOVAL OF TRAFFIC SIGNAL EQUIPMENT

DESCRIPTION. Under this item, the contractor shall remove traffic signal heads, traffic signal poles, traffic signal pole foundations, span wire assemblies, traffic controllers and all other existing signal equipment at locations shown on the plans or as ordered by the Engineer.

MATERIALS. The contractor shall provide all equipment and tools necessary to remove the signal equipment at locations shown on the plans or as designated by the Engineer.

CONSTRUCTION REQUIREMENTS. The contractor shall maintain the existing signal operations as much as possible throughout construction until the completion of the contract. Control of the intersection shall be by police officers, flagmen, or as determined by the Engineer at anytime that the signals are not in operation.

The contractor shall remove the traffic signal pole foundations and all appurtenances such as reinforcing steel, conduit, anchor bolts and cable to a depth of 18 inches below grade. The concrete foundations shall be broken up and the material disposed of outside of the limits of the project by the contractor. The contractor shall fill with earth all holes where concrete foundations or wooden span wire poles have been removed under this item. The earth in the hole shall be thoroughly compacted until it is as firm and unyielding as the surrounding material. Concrete or asphalt surfaces shall be restored to existing conditions.

All equipment shall remain the property of the City or County and the contractor shall notify the City or County 24 hours in advance of the removal. All removed equipment shall be stored by the contractor at the construction site. The contractor shall provide a secure, weather-tight enclosure to store all electric components until they can be removed from the construction site.

METHOD OF MEASUREMENT. Removal of traffic signal equipment will be measured by the lump sum.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract lump sum price bid for Removal of Traffic Signal Equipment, which price shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work as described herein.

Payment will be made under:

Pay Item	Pay Unit
Removal of Traffic Signal Equipment	Lump Sum

SITE WITH AUTOMATIC COVERAGE (LESS THAN 5 ACRES) CONSTRUCTION SITE NOTICE

FOR THE
Division of Environmental Quality (DEQ)
Stormwater Program

NPDES GENERAL PERMIT NO. ARR150000

The following information is posted in compliance with **Part I.B.8.a** of the DEQ General Permit Number **ARR150000** for discharges of stormwater runoff from sites with automatic coverage. Additional information regarding the DEQ stormwater program may be found on the internet at:
www.adeq.state.ar.us/water/branch_npdes/stormwater

Permit Number	ARR150000
Contact Name: Phone Number:	*Craig Light – City Engineer* *(870) 932-2438*
Project Description (Name, Location, etc.): Start Date: End Date: Total Acres:	*HWY. 91 SIDEWALK AND LANE RECONFIGURATION JONESBORO, ARKANSAS, 72404* *2.17 Acres ±*
Location of Stormwater Pollution Prevention Plan:	*Contract Documents with City Engineer and/or Project Contractor*

Does this construction activity take place, and does the stormwater discharge occur within the drainage area addressed by a TMDL?

_____YES ___X__NO

For Construction Sites Authorized under **Part I.B.6.a** (Automatic Coverage) the following certification must be completed:

I Craig Light (Typed or Printed Name of Person Completing this Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part I.B.2. of the DEQ General Permit Number ARR150000. A stormwater pollution prevention plan has been developed and implemented according to the requirements contained in Part II.A.2.B & D of the permit. I am aware there are significant penalties for providing false information or for conducted unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

CL
Signature and Title

3/4/2024
Date

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

STORM WATER POLLUTION PREVENTION PLAN

National Pollution Discharge Elimination System
General Permit # ARR150000

Prepared for:

City of Jonesboro, Arkansas

Date: September 26, 2025

GENERAL INFORMATION:

A Storm Water Pollution Prevention Plan (SWPPP) has been developed by the County for this construction project in accordance with good engineering practice. Various items constitute the SWPPP for the project and should be provided for persons requesting to view the SWPPP, including:

a) *The ARDOT Standard Specifications for Highway Construction, 2014 Edition,* (Standard Specifications). The following sections are in reference to water quality or sediment and erosion control: Sections 107, 110, 620, 621, 622, 623, 624, 626, and other sections pertaining to storm water controls.

b) The Construction Plans contain temporary and permanent erosion controls and permanent storm water management measures.

c) Contract documents provide the Contractor and County with additional specifications. These may include Supplemental Specifications and Special Provisions. Parts of the SWPPP that may be in the Contract include this Special Provision, *Storm Water Pollution Prevention Plan* and a copy the Notice of Coverage (NOC).

d) Project records including SWPPP inspection reports, the authorized Site Manager daily work report, and various pay quantity documentation, all of which detail the progression of work on the project, when erosion control measures were taken, when the Contractor was given instructions to install or maintain the erosion and sediment control (E&SC) items, and the timing and details of E&SC installation. The Contractor identification form and the Inspector identification form are included as part of the project records.

e) Construction site posting.
   i. For large construction sites (all sites five acres or above) – The first page of the *e-Portal* DEQ Notice of Intent (NOI) submission, if ten business days have passed since the NOI was deemed complete, to be replaced by the completed Arkansas Division of Environmental Quality (DEQ) Authorization Letter to Discharge Storm Water when it is sent by DEQ.
   ii. For small construction sites under five acres (automatic coverage sites) - the completed DEQ Notice of Coverage for small sites from the DEQ website.

Project Name and Location: HWY. 91 SIDEWALK AND LANE RECONFIGURATION – Jonesboro, AR

Property Parcel Number (*Optional*): _____

Operator Name and Address: City of Jonesboro, 300 S Church St. Jonesboro, AR 72401_____

A. Site Description
   a. Project description, intended use after NOI is filed: This project includes constructing sidewalks and improving storm water drainage with curb & gutter and underground storm drainage along Johnson Ave, and adding a bidirectional turn lane at Johnson Ave.
   b. Sequence of major activities which disturb soils:
      1. Clearing and grubbing in the construction area
      2. Removal of existing pavement, concrete driveways, and curb & gutter.
      3. Grading
      4. Construction of drainage structures.
      5. Construction of sidewalks, turnouts/driveways, and curb & gutter.
   c. Total Area: 9.12 Acres ± Disturbed Area: 2.17 Acres ±
   d. Soils Information:
      i. Runoff Coefficient Pre-Construction: _____0.74_____
      ii. Runoff Coefficient Post-Construction: ____0.79_____
      iii. Describe the soil or the quality of any discharge from the site:
      Loring Silt Loam, Grenada Silt Loam, and Collins Silt Loam

B. Responsible Parties
   Be sure to assign all SWPPP related activities to an individual or position; even if the specific individual is not yet known (i.e. contractor has not been chosen).

Individual/Company	Phone Number	Service Provided for SWPPP (i.e., Inspector, SWPPP revisions, Stabilization Activities, BMP Maintenance, etc.)
City CEI Consultant	870-336-0117	Inspector, SWPPP Revision.
Contractor		Stabilization, Activities, BMPs.

C. Receiving Waters
   a. The following waterbody (or waterbodies) receives stormwater from this construction site:
   Lost Creek, Turtle Creek, Bayou DeView

b. Is the project located within the jurisdiction of an MS4? ☒Yes ☐No
   i. If yes, Name of MS4: City of Jonesboro MS4
c. Ultimate Receiving Water:

☐Red River	☒White River
☐Ouachita River	☐St. Francis River
☐Arkansas River	☐Mississippi River

D. Site Map Requirements (Attach Site Map):
   a. Pre-construction topographic view;
   b. Direction of stormwater flow (i.e., use arrows to show which direction stormwater will flow) and approximate slopes anticipated after grading activities;
   c. Delineate on the site map areas of soil disturbance and areas that will not be disturbed under the coverage of this permit;
   d. Location of major structural and nonstructural controls identified in the plan;
   e. Location of main construction entrance and exit;
   f. Location where stabilization practices are expected to occur;
   g. Locations of off-site materials, waste, borrow area, or equipment storage area;
   h. Location of areas used for concrete wash-out;
   i. Location of all surface water bodies (including wetlands) with associated natural buffer boundary lines. Identify floodplain and floodway boundaries, if available;
   j. Locations where stormwater is discharged to a surface water and/or municipal separate storm sewer system if applicable,
   k. Locations where stormwater is discharged off-site (should be continuously updated);
   l. Areas where final stabilization has been accomplished and no further construction phase permit requirements apply;
   m. A legend that identifies any erosion and sediment control measure symbols/labels used in the site map and/or detail sheet; and
   n. Locations of any storm drain inlets on the site and in the immediate vicinity of the site.

E. Stormwater Controls
   a. Initial Site Stabilization, Erosion and Sediment Controls, and Best Management Practices:

i. Initial Site Stabilization:
Initial site stabilization shall consist of the construction of a temporary construction exit (locations determined by contractor and approved by engineer), installation of perimeter silt fences, and ditch checks as indicated on the Erosion Control Details in the Project Plans. All applicable signs, Notice of Coverage (NOC) shall be posted on-site and have this SWPPP with Erosion Control Details from project plans at the site for continual use and modification.

ii. Erosion and Sediment Controls:
Dust control by wetting down areas as needed.
Limiting disturbed area will be limited by the Engineer as discussed in Subsection 110.05(d) of the ARDOT Standard Specifications.
Stabilized exits and/or wheel washing as needed.
Preserving existing vegetation as shown in the plans.
Sod stabilization where construction activities have permanently ceased.
Curb and gutter install during construction of project.
Mulch cover and temporary seeding will be initiated within 14 days of temporarily ceasing construction activity.
Rock ditch checks to be installed prior to any construction.
Drop inlet compost filter sock to be installed at new inlets during construction and at existing inlets prior to and during construction.
Silt fences to be installed prior to any construction.

iii. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the operator will replace or modify the control for site situations: ☒Yes ☐No
If No, explain: _____
_____

iv. Off-site accumulations of sediment will be removed at a frequency sufficient to minimize off-site impacts: ☒Yes ☐No
If No, explain: _____
_____

v. Sediment will be removed from sediment traps or sedimentation ponds when design capacity has been reduced by 50%: ☒Yes ☐No
If No, explain: _____
_____

vi. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges: ☒Yes ☐No

If No, explain: _____

_____

vii. Off-site material storage areas used solely by the permitted project are being covered by this SWPPP: ☐Yes ☒No

If Yes, explain additional BMPs implemented at off-site material storage area: _____

_____

b. Stabilization Practices

i. Description and Schedule:
Disturbed portions of the site where construction activities permanently cease are to be stabilized with sod per the final Storm Water Pollution Prevention Plan. This permanent stabilization must occur within 14 days of an area reaching final grade.

ii. Are buffer areas required? ☒Yes ☐No

If Yes, are buffer areas being used? ☒Yes ☐No

If Yes, describe natural buffer areas: Natural buffers within 25 ft will be left. Disturbed area in buffer will be stabilized within 5 business days for completion of work.

If No, explain why not:_____

_____

iii. A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included with the plan. ☒Yes ☐No

If No, explain: _____

_____

iv. Deadlines for stabilization:

1. Stabilization procedures will be initiated 14 days after construction activity temporarily ceases on a portion of the site.
2. Stabilization procedures will be initiated immediately in portions of the site where construction activities have permanently ceased.

c. Structural Practices

i. Describe any structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site: N/A

ii. Describe Velocity Dissipation Devices: Rock Ditch checks and filter socks will be used to effectively reduce runoff velocity.

iii. Sediment Basins:

Are 10 or more acres draining to a common point? ☐ Yes ☒ No

Is a sediment basin included in the project? ☐ Yes ☒ No

If Yes, what is the designed capacity for the storage?

☐ 3600 cubic feet per acre = :

or

☐ 10 year, 24 hour storm = :

☐ Other criteria were used to design basin:

If No, explain why no sedimentation basin was included and describe required natural buffer areas and other controls implemented instead: The total drainage area is less than 10 acres for sedimentation basin to be included. Ditch checks are used to impound runoff.

F. Other Controls

a. Solid materials, including building materials, shall be prevented from being discharged to Waters of the State: ☒ Yes ☐ No

b. Off-site vehicle tracking of sediments and the generation of dust shall be minimized through the use of:

☒ A stabilized construction entrance and exit

☒ Vehicle tire washing

☒ Other controls, describe: Dust control – wet down dusty areas as needed/ongoing.

c. Temporary Sanitary Facilities: General Contractor is expected to provide on-site temporary or permanent sanitary facilities. Sanitary waste from the facility is to be collected a minimum of once per week by a licensed sanitary waste management contractor, or as required by local regulation. General contractor will note location of facility on the job site Erosion Control Details Plan.

d. Concrete Waste Area Provided:
☒Yes
☐No. Concrete is used on the site, but no concrete washout is provided.
Explain why: Is it up to the contractor to designate an area and it shall be established and utilized to prevent liquid concrete from being discharged off-site into a body of water.
☐N/A, no concrete will be used with this project

e. Fuel Storage Areas, Hazardous Waste Storage, and Truck Wash Areas: The general contractor must note the location of any fuel tanks on the job site erosion control plan. The general contractor is responsible for following all government requirements for hazardous materials including: record keeping of Material Safety Data Sheets (MSDS), proper handling, training of personnel, and notifying the required agencies of any spills. The general contractor must also notify the owner representative within 24 hours of a spill and provide a written explanation of the spill.

G. Non-Stormwater Discharges

a. The following allowable non-stormwater discharges comingled with stormwater are present or anticipated at the site:
☐Fire-fighting activities;
☐Fire hydrant flushings;
☒Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2;
☐Potable water sources including uncontaminated waterline flushings;
☒Landscape Irrigation;
☐Routine external building wash down which does not use detergents or other chemicals;
☒Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents or other chemicals are not used;
☐Uncontaminated air conditioning, compressor condensate (See Part I.B.13.C of the permit);
☒Uncontaminated springs, excavation dewatering and groundwater (See Part I.B.13.C of the permit);
☐Foundation or footing drains where flows are not contaminated with process materials such as solvents (See Part I.B.13.C of the permit);

b. Describe any controls associated with non-stormwater discharges present at the site: If dewatering is necessary and turbidity exists, the discharge will be managed with appropriate devices such as a sediment bag or basin prior to discharge.

H. Applicable State or Local Programs: The SWPPP will be updated as necessary to reflect any revisions to applicable federal, state, or local requirements that affect the stormwater controls implemented at the site. ☒Yes ☐No

I. Inspections

a. Inspection frequency:

☒ Every 7 calendar days

or

☐ At least once every 14 calendar days and within 24 hours of the end of a storm even 0.25 inches or greater (a rain gauge must be maintained on-site)

b. Inspections:

Completed inspection forms will be kept with the SWPPP.

☒ ADEQ's inspection form will be used (See Appendix A)

or

☐ A form other than ADEQ's inspection form will be used and is attached (See inspection form requirements Part II.A.4.L.2)

c. Inspection records will be retained as part of the SWPPP for at least 3 years from the date of termination.

d. It is understood that the following sections describe waivers of site inspection requirements. All applicable documentation requirements will be followed in accordance with the referenced sections.

i. Winter Conditions (Part II.A.4.L.4)

ii. Adverse Weather Conditions (Part II.A.4.L.5)

J. Maintenance:

The following procedures to maintain vegetation, erosion and sediment control measures and other protective measures in good, effective operating condition will be followed: Inspection of BMP's and removal of accumulated sediment when capacity of BMP's is reduced by 50% or more.

Any necessary repairs will be completed, when practicable, before the next storm event, but not to exceed a period of 3 business days of discovery, or as otherwise directed by state or local officials.

K. Employee Training:

The following is a description of the training plan for personnel (including contractors and subcontractors) on this project: Prior to construction, the general contractor and all site sub-contractors will meet with the design professional to review the SWPPP, inspection forms, and best management practices. The site superintendent will be responsible for the daily oversight of the pollution controls along with the execution of the site inspection report in accordance with this SWPPP. The owner's representative will also have periodic inspection requirements to ensure proper execution of site inspections and maintenance.

**Note, Formal training classes given by Universities or other third-party organizations are not required, but recommended for qualified trainers; the

permittee is responsible for the content of the training being adequate for personnel to implement the requirements of the permit.

Certification

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Responsible or Cognizant Official: _____

Title: __Transportation Engineer_____ Date: 09/26/2025

ARR150000 Inspection Form – Stormwater Pollution Prevention Plan

Appendix A

Inspector Name: _____ Date of Inspection: _____

Inspector Title: _____

Date of Rainfall: _____ Duration of Rainfall: _____

Days Since Last Rain Event: _____ days Rainfall Since Last Rain Event: _____ inches

Description of any Discharges During Inspection: _____

Location of Discharges of Sediment/Other Pollutant (specify pollutant & location): _____

_____

Locations in Need of Additional BMPs: _____

Information on Location of Construction Activities

Location	Activity Begin Date	Activity Occuring Now (y/n)?	Activity Ceased Date	Stabilization Initiated Date	Stabilization Complete Date

Information on BMPs in Need of Maintenance

Location	In Working Order?	Maintenance Scheduled Date	Maintenance Completed Date	Maintenance to be Performed By

Changes required to the SWPPP: _____ Reasons for changes: _____

_____ _____

_____ _____

SWPPP changes completed (date): _____

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Responsible or Cognizant Official: _____ Date: _____

Title: _____

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

VIDEO DETECTOR ROTATION

DESCRIPTION. This item consists of rotating the existing video detectors to aim at new video zones at various locations as shown on the plans and directed by the Engineer.

MATERIALS. No additional materials should be needed for the rotation.

METHOD OF MEASUREMENT. Video detector rotation shall be measured by the unit.

BASIS OF PAYMENT. Work completed, accepted and measured as provided above will be paid for at the contract unit price bids for each video detector rotated; which price shall be full compensation for equipment tools, and labor and incidentals necessary to complete the work.

Payment will be made under:

Pay item	Pay Unit
Video Detector Rotation	Each

CITY OF JONESBORO, ARKANSAS

SPECIAL PROVISION

JOB NO. 26681.01

WARM MIX ASPHALT

DESCRIPTION: The Department will allow the use of Warm Mix Asphalt (WMA). All provisions for the production and placement of conventional HMA mixtures as stipulated in Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition 2014, are applicable except as noted below.

Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 410.03: Replace the third sentence with "WMA production temperatures at the plant shall be according to the Contractor's approved mix design but may be adjusted based on recommendations of the WMA additive/process manufacturer."

Add the following paragraph: "Implementation of best management practices in the control of aggregate moisture content prior to introduction to the drying or mixing drum is highly recommended in order to achieve the maximum benefit of WMA technology."

Section 410.07: Replace the last sentence of the first paragraph with "Spreading and finishing temperatures shall be according to the Contractor's approved mix design, but in no case shall the WMA be placed at a temperature less than 220° F."

Text File

File Number: RES-26:040

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

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

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY26 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT)

WHEREAS, the City of Jonesboro, Arkansas understands the Federal-aid TAP Funds are available at 80% Federal participation and 20% local match to continue the construction of the Culberhouse Multi-Use Trail Connector to Craighead Forest Park; and,

WHEREAS, the City of Jonesboro, Arkansas understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and,

WHEREAS, the estimated project cost is $2,144,639.73 and the City of Jonesboro, Arkansas is requesting $1,715,711.73 in TAP funding with a local match of $428,928 and an additional 1% ARDOT administrative fee of $17,157, calculated from the TAP Federal share, for a local funding total of $446,085; and,

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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 FY26 TAP application to continue the construction of the Culberhouse Multi-Use Trail Connector to Craighead Forest Park and hereby authorizes the ARDOT to initiate action to implement this project.

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.

SECTION 3: The City of Jonesboro, Arkansas will participate in accordance with its designated

responsibility, including maintenance of this project.

SECTION 4: The Mayor and City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION 5: The Jonesboro City Council pledges its full support and hereby authorizes the ARDOT to initiate action to implement this project.

Text File

File Number: RES-26:041

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

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

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 505 W. WOODROW, PARCEL 01-144073-17500, OWNED BY THOMAS & LINDA BOBBITT IN THE AMOUNT OF $5,826.87

LEGAL DESCRIPTION: HALTOM'S 2ND ADD 10' LOT 2 ALL LOT 3

WHEREAS, THOMAS & LINDA BOBBITT, the owner of record, was properly notified of a code violation at 505 W. WOODROW, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 02/03/2026 using city funds in the amount of $5,826.87; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 505 W WOODROW.

LEGAL DESCRIPTION: HALTOM'S 2ND ADD 10' LOT 2 ALL LOT 3

WHEREAS, THOMAS & LINDA BOBBITT, the owner of record, was properly notified of a code violation at 505 W. WOODROW, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 02/03/2026 using city funds in the amount of $5,826.87; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 505 W WOODROW.

CITY OF JONESBORO
Code Enforcement
Request For Invoice

To: Tosha Moss Date: February 4, 2026 Case # 244503

Property Address: 505 W. Woodrow St. Jonesboro, AR 72401 APN# 01-144073-17500

Notice to Repair or Remove Sent on: November 20, 2025
Deadline for Owner Abatement: December 22. 2025
Demo Completed On: February 3, 2026

Need to send the following charges to this person.

Property Owner: Thomas & Linda Bobbitt
300 Sundown Ln.
Jonesboro, AR 72405

ITEMS	AMOUNTS
Title Search	$ 250 .00
Newspaper Publication	$ 241.80
Attorney Ad Litem	$ 770.88
Demolition Charge	$ 3,500.00
Certified Postage for Notices	$ 41.12
Standard Postage for Notices	$ 3.07
Admin Fees	$ 1000.00
Filing Fees	$ 20.00
Total	$ 5,826.87

Thank you,
Scott Roper
Jonesboro Police Department
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403

DATE	INVOICE NO
2/4/2026	0070190

BILL TO
Thomas & Linda Bobbitt 300 Sundown Lane Jonesboro, AR 72405

DUE DATE
3/11/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						275.00
Code Enforcement Charges:						
Filing Fee - 505 W Woodrow	1.00	20.00	20.00	0.00	0.00	20.00
Admin. Fee - 505 W Woodrow	1.00	1,000.00	1,000.00	0.00	0.00	1,000.00
Standard Postage for Notices - 505 W Woodrow	1.00	3.07	3.07	0.00	0.00	3.07
Attorney Ad Litem - 505 W Woodrow	1.00	770.88	770.88	0.00	0.00	770.88
Title Search - 505 W Woodrow	1.00	250.00	250.00	0.00	0.00	250.00
Newspaper Publication - 505 W Woodrow	1.00	241.80	241.80	0.00	0.00	241.80
Certified Postage for Notices - 505 W Woodrow	1.00	41.12	41.12	0.00	0.00	41.12
Demolition Charge - 505 W Woodrow	1.00	3,500.00	3,500.00	0.00	0.00	3,500.00
		INVOICE TOTAL:	**5,826.87**	**0.00**	**0.00**	**5,826.87**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
3/11/2026	0070190

Customer Name: Thomas & Linda Bobbitt
Customer No: 023390

Account No: 0035582 - Code Enforcement Charges

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

Invoice Total:	5,826.87
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	6,101.87
INVOICE BALANCE:	**$5,826.87**
AMOUNT PAID:	_____

JONESBORO
ARKANSAS

Notice of Repair or Remove

11/20/2025

THOMAS & LINDA BOBBITT
300 Sundown Ln.
JONESBORO AR 72405

Case #: 244503
Subject: 505 W WOODROW, JONESBORO, AR 72401

Dear THOMAS & LINDA BOBBITT :

At its meeting on 11/18/2025, The City Council of the City of Jonesboro adopted a resolution finding and declaring the subject property to be a nuisance that must be repaired or removed. A copy of the Condemnation Resolution is enclosed.

You are hereby directed to board and secure the structure at all times until the structure is brought into full compliance with applicable building or abatement codes or until such time as the structure is razed and removed. Boarding and securing the structure does not relieve the owner of the requirement to diligently repair, rehabilitate or demolish and remove the structure.

If you decide to abate this nuisance you must obtain necessary permits and commence abatement work with thirty (30) days from the date of condemnation by CityCouncil. The permits shall expire forty-five (45) days from the date of issuance. Abatement work is expected to be completed before the permits expire. **A fine of not less than $250 nor more than $500 may be imposed and an additional fine of $250 for each day thereafter.(Ord. 11.32.12)**

In the event you have not obtained necessary permits and commenced work to abate the nuisance with in thirty (30) days from the date of condemnation by CityCouncil the City will take actions required to abate the nuisance. All costs of abatement will be billed to you as owner of the property. Payment of this bill will be actively pursued. A tax lien will be placed on the property until payment is received in full. **A fine of not less than $250 nor more than $500 may be imposed and an additional fine of $250 for each day thereafter.(Ord. 11.32.12)**

Should you have any questions about this process, please call the City's Code Enforcement Office at 870-933-4658.

Cell: 870-926-1404 Email: dcooley@jonesboro.org

Sincerely,

David Cooley
Code Enforcement Officer

Text File

File Number: RES-26:037

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 A LIGHTING PEDESTAL ALONG HUNTINGTON AVENUE

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

423 U W. Huntington Avenue

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.

Text File

File Number: RES-26:042

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

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

A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY

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

6106 Southwest Drive

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 location 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.

Agenda Date: 4/21/2026 **Version:** 1 **Status:** First Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1 TO C-3, LUO FOR PROPERTY LOCATED AT 5925 EAST JOHNSON AVENUE

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

SECTION 1:

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

FROM: **Industrial District, I-1**
TO: **General Commercial District, C-3, LUO**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PART OF LOT 1-A OF TIBBS REPLAT OF LOT 1 OF LARRY TIBBS SUBDIVISION TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT RECORDED IN PLAT CABINET "B" PAGE 181 AT JONESBORO, ARKANSAS, BEING SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT, LESS AND EXCEPT HIGHWAY 49 ALONG THE NORTH SIDE THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FOUND IRON PIN FOR THE NORTHWEST CORNER OF LOT 1, LARRY TIBBS SUBDIVISION TO THE CITY OF JONESBORO, ARKANSAS; THENCE RUN SOUTH 89°12'47" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF U. S. HIGHWAY 49 A DISTANCE OF 148.47 FEET TO A POINT, AN EXISTING RIGHT OF WAY MARKER; THENCE SOUTH 83°09'19" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 133.97 FEET TO AN EXISTING RIGHT OF WAY MARKER; THENCE SOUTH 89°09'33" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 8.82 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 00°00'00" WEST A DISTANCE OF 277.36 FEET TO A FOUND IRON PIN; THENCE SOUTH 88°18'16" WEST A DISTANCE OF 290.42 FEET (RECORD SOUTH 88°17'00" WEST 290.53 FEET) TO A

FOUND IRON PIN; THENCE NORTH 00°00'00" EAST A DISTANCE OF 300.01 FEET (RECORD 300 FEET) TO A FOUND IRON PIN AT THE POINT OF BEGINNING, CONTAINING 1.95 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY RIGHTS OF PARTIES IN AND TO THE BILLBOARD LOCATED ON SAID PROPERTY.

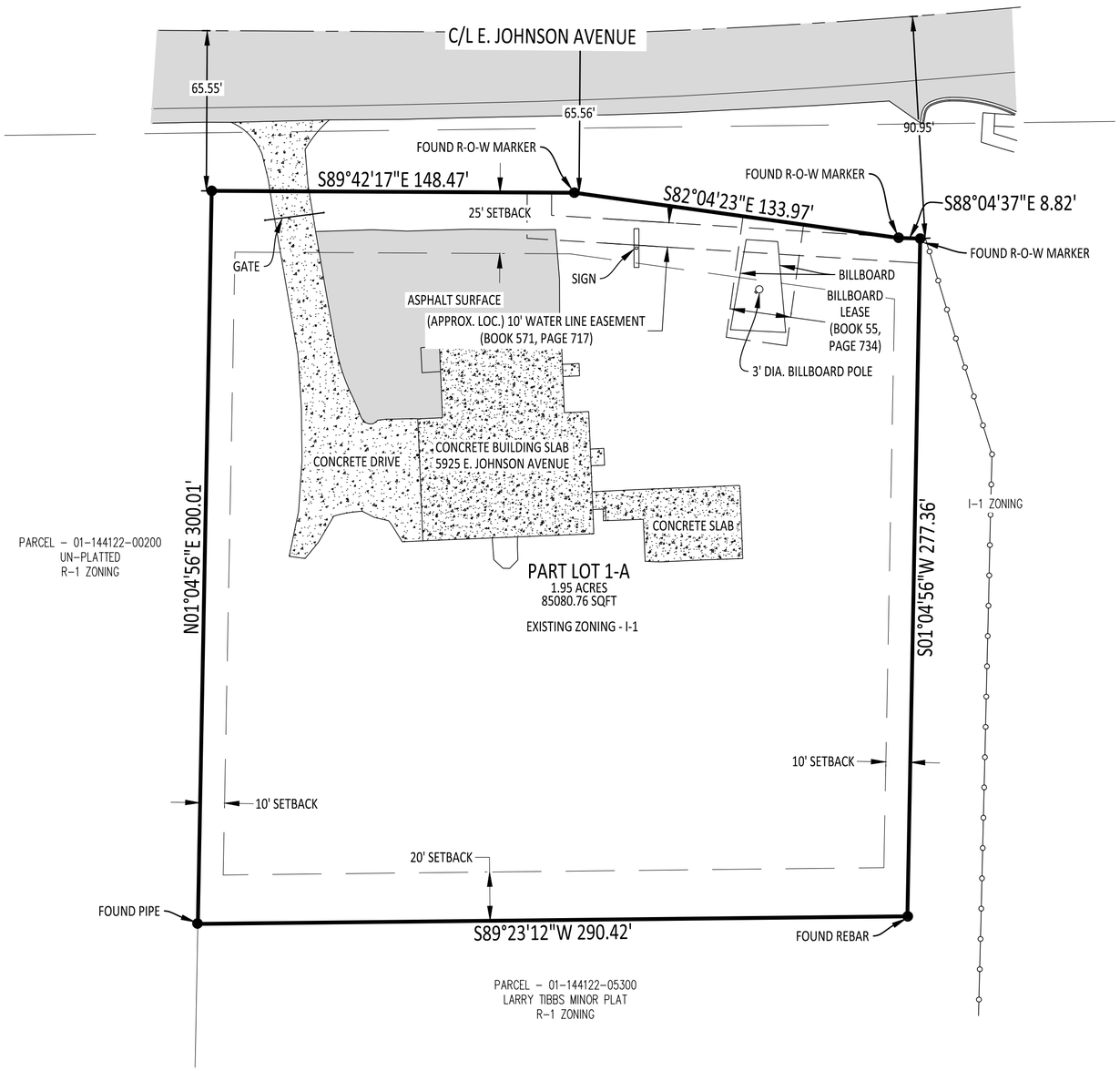
SECTION 2:

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.



VICINITY MAP
NOT TO SCALE

EXISTING I-1 ZONING
REQUESTED C-3 L.U.O. ZONING

RECORD DESCRIPTION:

WARRANTY DEED - 2021R-023206:
A PART OF LOT 1-A OF TIBBS REPLAT OF LOT 1 OF LARRY TIBBS SUBDIVISION TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT RECORDED IN PLAT CABINET "B" PAGE 181 AT JONESBORO, ARKANSAS, BEING SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT, LESS AND EXCEPT HIGHWAY 49 ALONG THE NORTH SIDE THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FOUND IRON PIN FOR THE NORTHWEST CORNER OF LOT 1, LARRY TIBBS SUBDIVISION TO THE CITY OF JONESBORO, ARKANSAS; THENCE RUN SOUTH 89°12'47" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF U. S. HIGHWAY 49 A DISTANCE OF 148.47 FEET TO A POINT, AN EXISTING RIGHT OF WAY MARKER; THENCE SOUTH 83°09'19" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 133.97 FEET TO AN EXISTING RIGHT OF WAY MARKER; THENCE SOUTH 89°09'33" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 8.82 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 00°00'00" WEST A DISTANCE OF 277.36 FEET TO A FOUND IRON PIN; THENCE SOUTH 88°18'16" WEST A DISTANCE OF 290.42 FEET (RECORD SOUTH 88°17'00" WEST 290.53 FEET) TO A FOUND IRON PIN; THENCE NORTH 00°00'00" EAST A DISTANCE OF 300.01 FEET (RECORD 300 FEET) TO A FOUND IRON PIN AT THE POINT OF BEGINNING, CONTAINING 1.95 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY RIGHTS OF PARTIES IN AND TO THE BILLBOARD LOCATED ON SAID PROPERTY.

CERTIFICATE OF SURVEY:

TO ALL PARTIES INTERESTED IN TITLE TO THESE PREMISES: I HEREBY CERTIFY THAT HORIZON LAND SURVEYING, LLC HAS PRIOR TO THIS DAY MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN ON THE PLAT OF SURVEY HEREON. THE PROPERTY LINES AND CORNER MONUMENTS, TO THE BEST OF MY KNOWLEDGE AND ABILITY, ARE CORRECTLY ESTABLISHED: THE IMPROVEMENTS ARE AS SHOWN ON THE PLAT OF SURVEY. ENCROACHMENTS, IF ANY, AS DISCLOSED BY SURVEY, ARE SHOWN HEREON.

SURVEYOR NOTES:

1) BASIS OF BEARINGS: GPS OBSERVATIONS (ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM)
2) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES:
   - WARRANTY DEED (DOCUMENT 2021R-023206)
   - WATER LINE EASEMENT (BOOK 571, PAGE 717)
   - BILLBOARD LEASE AGREEMENT (BOOK 55, PAGE 734)
   - BOUNDARY SURVEY BY PS 1637 (STATE DOCUMENT 202201284336)
   - ARDOT RIGHT OF WAY PLANS (JOB NO. 10729)
3) ALL CORNER MONUMENTS SET ARE ½" REBAR, UNLESS NOTED OTHERWISE ON THE PLAT.
4) OWNER: SANAM ENTERPRISES, INC.
5) THIS TRACT DOES NOT LIE WITHIN A FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0276 D WITH AN EFFECTIVE DATE OF 09/26/24.
6) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
7) CURRENT ZONING: I-1 (SETBACK REQUIREMENTS: 25' STREET; 10' SIDE AND 20' REAR)
   PROPOSED ZONING: C-3 L.U.O. (SETBACK REQUIREMENTS: 25' STREET; 10' SIDE AND 20' REAR)

LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- COMPUTED POINT
- SECTION CORNER
- CHAIN LINK FENCE

40 20 0 40
SCALE 1" = 40'

Horizon LAND SURVEYING, LLC
WWW.HORIZONLANDSURVEYING.COM
2918 WOOD STREET
JONESBORO, AR 72404
PH: 1-870-243-0092

PROJECT: 5925 E. JOHNSON AVE.

CLIENT: SANAM ENTERPRISES, INC.

CERTIFICATE OF AUTHORIZATION
HORIZON LAND SURVEYING, LLC
No. 3472
ARKANSAS

REGISTERED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
P.S. 1990
SIGNATURE
DANNY R. BURNS
02/10/2026

DRAWING INFO			
DRAWN BY:	BRE	SCALE:	1" = 40'
DATE:	02/10/2026	JOB NO.:	H26-014

REZONING PLAT

SHEET NUMBER: 1 of 1

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-05

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on March 24, 2026

REQUEST: To consider a rezoning of 5925 E Johnson Ave

PURPOSE: A request to consider recommendation to Council for a rezoning from "I-1", limited industrial district, to "C-3 LUO" general commercial district Limited Use overlay

APPLICANT: **Horizon Land Surveying**

LOCATION: 5925 E Johnson Ave

SITE DESCRIPTION: **Total Size:** Approx. 1.95 Acre- 85080.76 S.F.
Street Frontage: Approx. 291.26' ft along Johnson Ave

Existing Development: Industrial building has been demolished , concrete slab and driveway remain on site.

Physical Characteristics of the Site: Existing concrete slab, driveway and bill board

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1
South	R-1
East	I-1
West	R-1

HISTORY:

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as High Intensity Growth Sector.

Moderate Intensity:

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

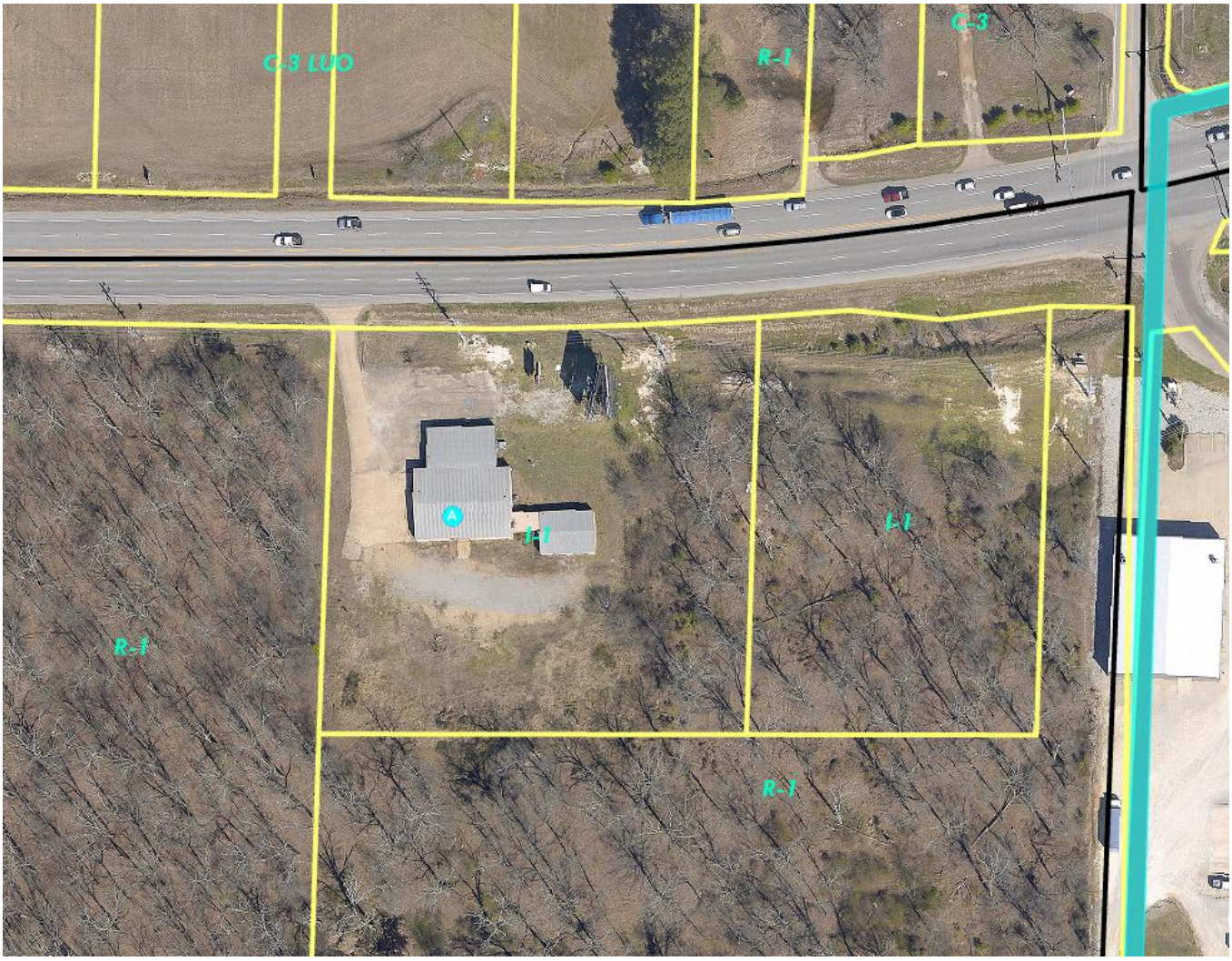
Typical Land Uses:

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

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

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



Land Use Map

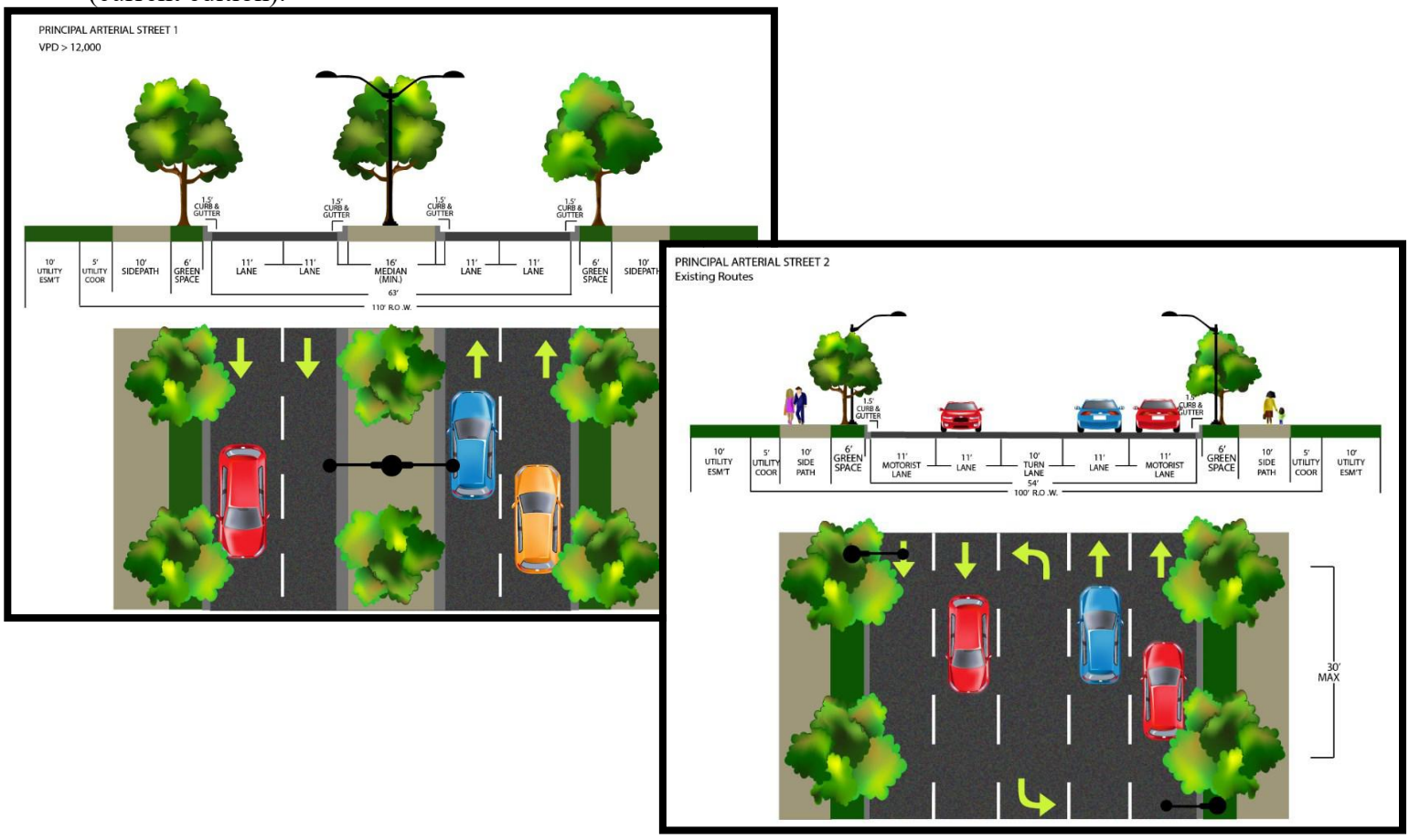
Master Street Plan/Transportation

The subject property will be served by Johnson ave. The Master Street Plan classifies Johnson ave as a Principal arterial.

Principal Arterials provide both long distance connections through the urban area and to major traffic generators within the community. Roadways are designated principal arterials to imply the need to focus more on moving traffic rather than providing direct access to adjacent land. Traffic management techniques used to maintain a high level of traffic capacity on these roadways include the use of medians, restricting curb cuts per some spacing policy, and limiting the use of traffic signals to the intersection with other significant roadways.

FUNCTION: The primary function of a Principal Arterial is to serve through traffic and to connect major traffic generators or activity centers within an urbanized area. Since these roads are designed for through traffic and are generally located three or more miles apart, dedication of additional right-of-way is required to allow for future expansion to four through lanes plus left and right turn lanes. 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: The standard Principal Arterial is to be used in all cases except where City Staff and the MAPC find that an unusual condition occurs. In such cases, the Other Principal Arterial Design Option provided in this section may be used. Cross-section selection shall be based on traffic impact analysis. 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
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the Moderate Intensity growth sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential and commercial zoning and uses.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned because the area is already equipped to handle residential uses.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "I-1", limited industrial district. The applicant is applying for a rezoning to allow C-3, LUO general commercial limited use 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 C-3 LUO as follows:

C-3, general commercial district. The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

LU-O—Limited use overlay district.
Purpose. By providing for flexible use of property development standards tailored to individual projects or specific properties, the LU-O district is intended to:
a.
Ensure compatibility among incompatible or potentially incompatible land uses;
b.
Ease the transition from one zoning district to another;
c.
Address sites or land uses with special requirements; and
d.
Guide development in unusual situations or unique circumstances.

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	
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-26-05 ; a request to rezone property “I-2”, limited industrial district, to “C-3 LUO” general commercial District limited use 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.

.

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

****

Sample Motion:
I move that we place Case: RZ 26-05 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “I-1”, limited industrial district, to “C-3 LUO” general commercial District limited use overlay., will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 04/15/2026 02:01 PM
Receipt Print Date 04/15/2026

Receipt # 00275212
Batch # 00015.04.2026

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

Account/License/Permit/Category:	
CR	278.20
Detail:	
01-000-0150-00	
Proof of Publication 5925 E.	
Johnson	278.20
Total	278.20

Payment Information:	
Check 1021	278.20
Change	0.00

Horizon Land Surveying, LLC
Customer #: 020199
2918 Wood Street

Jonesboro, AR 72404

Cashier: ALCooksey
Station: ALCOOKSEY

MAPC Meeting March 24th, 2026

1. Call to order

2. Roll Call

Present (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

3. Approval of minutes

MIN-26:028 MINUTES March 10th, 2026 MAPC

A motion was made by Dennis Zolper, seconded by Jim Little, that the minutes be approved, the motion was PASSED with the following vote:

Aye (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Nay (0)

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

4. Preliminary Subdivisions

PP-26-03 **Preliminary Subdivision: Windsor Landing Phase IX**

Papi Investment LLC and Island Construction Inc are requesting to appeal for a Preliminary Subdivision of Windsor Landing Phase IX.

Jeff Steiling (Chair): Do we have anyone here to present for this item?

Darren Williams (Proponent): I'm Darren Williams with McAllister Engineering, we're at 4508 Stadium Blvd here in Jonesboro. Essentially this is the last phase of that Subdivision. To my knowledge, there were some issues with the way it was originally platted and we have gone back and forth to address what those issues were, and as far as I know, we've addressed everything that needed to be addressed and now we're just seeking approval for it.

Derrel Smith (City Planner): Yes sir, we have reviewed it, and it does meet all the requirements of the subdivision ordinance, so we would recommend approval for this subdivision.

Dennis Zolper (Commission): Zolper, I'll make a motion that we approve.

Jim Little (Commission): Second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

Aye (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Nay (0)

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

6. Conditional Use

7. Rezonings

RZ-26-05 **Rezoning: 5925 East Johnson Ave**

Horizon Land Surveying LLC is requesting a rezoning for the property at 5925 East Johnson Ave from I-1 limited industrial district to C-3 LUO.

Rescheduled for next MAPC Meeting, April 14th, 2026

RZ-26-06 **Rezoning: 6904 East Highland Dr**

The applicant John Easley is requesting a rezoning of the property at 6904 East Highland Dr from R-1 single-family medium density district, to C-3 general commercial district, and I-2 general industrial district.

John Easley (Proponent): I'm John Easley with Associated Engineering on behalf of John Stuckey, the property owner. We're asking a rezoning on a very small portion of the property. Back in '86 when the annexation took place, this was on the very edge of the city limits and the property that was coming in was coming in as R-1, 300 foot off of Easley Lane, and 300 foot off of Highway 18. Since then, it's been annexed proper zoning for industrial. What Mr. Stuckey is asking for is a portion of the R-1 to be rezoning to commercial C-3 along Highway 18, and then approximately half way up the property on Easley Lane. And the rest of the property remains the same.

Jeff Steiling (Chair): We're going to ask for city comments, Derrel if you would let us know the cities stance.

Derrel Smith (City Planner): Yes sir, we've reviewed this, it meets all six criteria of the rezoning request. So, we would recommend approval with the following stipulations, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Jeff Steiling: Do we have any comments from the community on this property? Yes, sir. If you would come up and state your name and address, and what your comments are.

Milford Cummings (Public): My name is Milford Cummings, I live at 1903 Easley Lane and all the people along there that I've talked to, they want to know what's going to built right in front of our house. And the last time I asked, they said they didn't know yet. Well, if you build a noisy factory there, it's going to ruin us. We can't sleep at nights, we sell our houses. So, we still want to know before you approve it, what's going to be there.

Jeff Steiling: Well, at this particular point, this commission is not charged with being able to ask what's going to be developed there. It's just a changing of the zoning to C-3 and there's a whole series of properties or developments that fit within a C-3 zoning. So, they would be able to build any of those items, but would have to ask for special permission, or special changes of use if they do something outside of that zoning.

Milford Cummings: That's what I was wondering. Does it get down to where they can build a factory there? Is it going to be a small business like thing?

Jeff Steiling: A factory would not fit in C-3.

Milford Cummings: Okay, that's the big thing, nobody along there wants a big noisy factory right in front of their house. And so, that's what we're mainly worried about, but we would want to know kind of what was going to be built there. So, we would know whether it was going to help us or hurt us.

Jeff Steiling: Right, I believe the bigger part of that property is already I-2. Is that correct John?

John Easley: The big part of the property is I-2 and we're not asking you for anything on that, for the C-3 areas the plan is to probably to split it up into individual lots.

Carol Duncan (City Attorney): John, would you come up to the mic?

John Easley: On the C-3 part along Easley Lane and along Hwy 18, those would more than likely be cut up into individual lots for small businesses. Support for the industrial area, commercial on Highway 18, but there won't be a factory in front of your house.

Jeff Steiling: Are there any comments or questions from Commission Members? No other comments, do we have a motion?

Dennis Zolper (Commission): Zolper, make a motion to approve the request as submitted. Subject to the stipulations.

Jim Little (Commission): Little, second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

Aye (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Nay (0)

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

8. Miscellaneous Items

9. Staff Comments

Jeff Steiling (Chair): Anybody else have any other business this evening?

Derrel Smith (City Planner): One thing, next week is our design week for our comprehensive plan, from Monday to Thursday. We have an open house on Monday and Thursday nights from 5 to 7:30. We'll also have working committees during that time. Feel free to drop by at any time. Take the survey, give us your opinions and we hope to see you all there. You can come at anytime but you know, if you get a chance come by. It's at the old YMCA over on Nettleton.

10. Adjournment

Meeting was adjourned.

Text File

File Number: ORD-26:015

Agenda Date: 4/21/2026 **Version:** 1 **Status:** First Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RM-8 TO RS-5 FOR PROPERTY LOCATED AT 1601 GRANGER DRIVE AS REQUESTED BY CRAFTON TULL

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

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

FROM: **RM-8**, Residential multifamily classification; eight units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher

TO: **RS-5**, Single-family residential district

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A part of Lot 2 of Nathan Ryan Hay Minor Plat to the City of Jonesboro, Craighead County, Arkansas, being ALL of that certain parcel of land described in Deed Book 2026, Page 003372 filed in the records of Craighead County, Arkansas, AND being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 2; said point being on the Westerly Right-of-Way of Granger Drive Thence South 89° 32' 15" West leaving Right-of-Way, a distance of 154.95 feet; Thence North 00° 28' 51" East, a distance of 62.08 feet; Thence North 00° 40' 36" East, a distance of 62.32 feet; Thence North 89° 36' 10" East, a distance of 154.73 feet to the Westerly Right-of-Way of Granger Drive; Thence along said Right-of-Way the the following courses and distances: South 00° 28' 31" West, a distance of 62.31 feet; Thence South 00° 29' 02" West, a distance of 61.91 feet to the POINT OF BEGINNING, containing 0.44 acres, 19,253 sq. ft., more or less, and being subject to all Rights-of-Way and easements of record.

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

A. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
B. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
C. Any change of use shall be subject to Planning Department approval in the future.

SECTION III: THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, INSOFAR AS IT RELATES TO THE LANDS DESCRIBED HEREINABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

April, 14, 2026

Meeting Date: _____ Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

01-144082-05020

Site Address: 1601 Granger Dr. ~~1517~~

Side of Street: _____ between _____ and _____

Quarter: _____ Section: 08 Township: 14 Range: 04

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

SITE INFORMATION:

Existing Zoning: RM-8 Proposed Zoning: RS-5

Size of site (square feet and acres): 19,220 0.44 Acres Street frontage (feet): 124'

Existing Use of the Site: Vacant Lot

Character and adequacy of adjoining streets: _____

Does public water serve the site? Yes

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? _____

Use of adjoining properties:

North: Residential House

South: Residential House

East: Residential House

West: Vacant lot that is zoned R-16

Physical characteristics of the site: Empty lot surrounded by tree's on the South + West side.

Characteristics of the neighborhood: Neighborhood is an older neighborhood that needs some new construction.

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: William Conrad
Address: 5726 Friendship Cir.
City, State: Jonesboro, Ar ZIP 72404
Telephone: (870) 692-4340
Facsimile: _____
Signature: _____

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

Name: same.
Address: _____
City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: _____

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

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

Rezoning Information

1) The property is owned a RM-8.

2) The purpose to rezone 1601 Granger is so I can build two houses.

3) If rezoned, the property would be developed and used to build rental property for people to live in.

4) The density and/or intensity of development is to build 2 homes under city regulations.

5) Yes

6) To provide housing for the community of Jonesboro

7) In that area there are other properties that are zoned R1 and up.

8) It can, but I am seeking to build two homes on the property.

9) Since it will be new construction with good curb appeal, it is my judgement that it will only help the nearby property owners in the area.

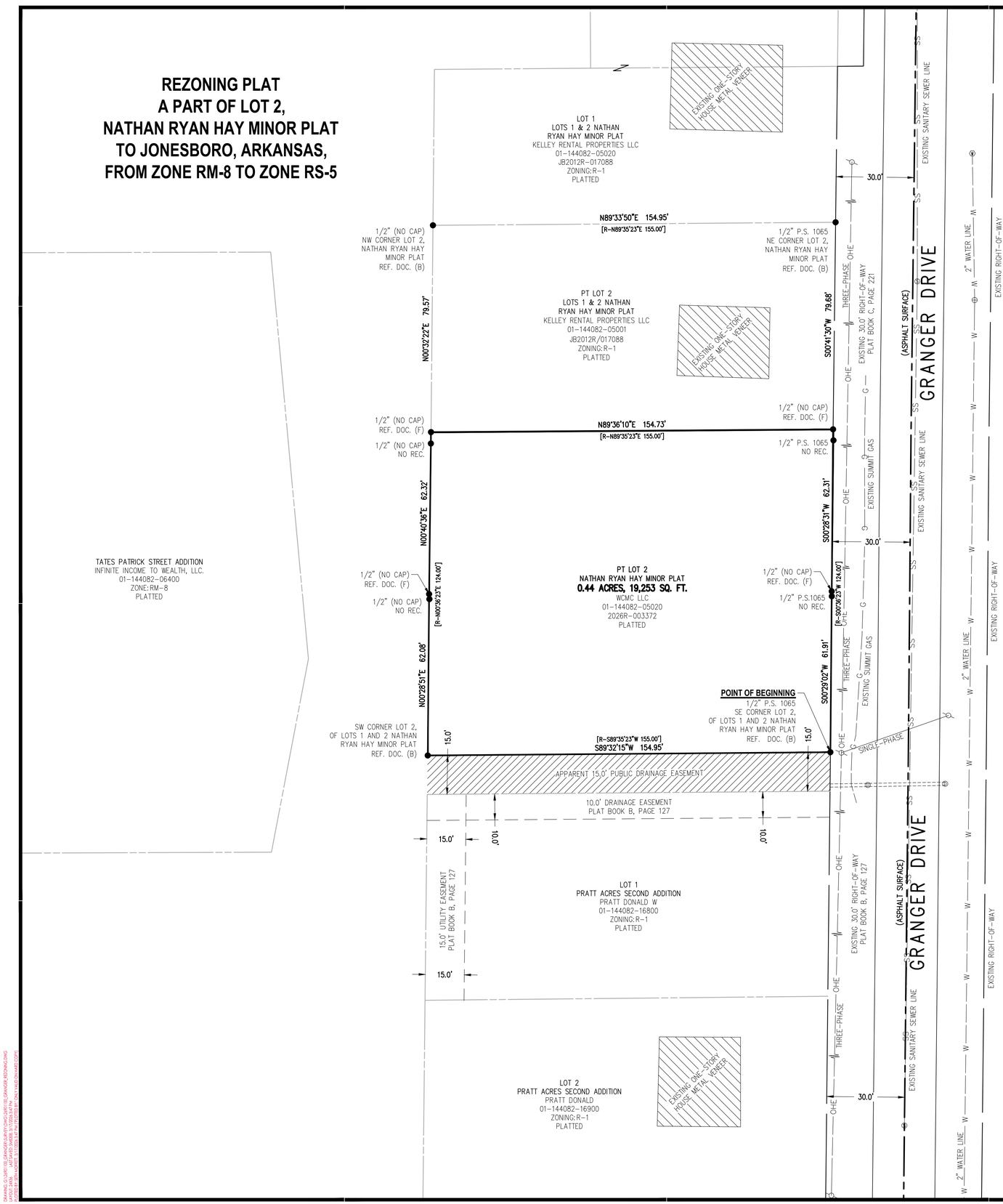
10)The property has been vacant to my knowledge for 14 years.

11) It would have great impact due to the development in this area because there is currently not any new construction.

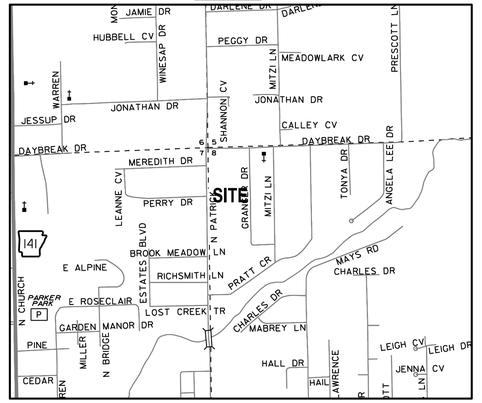
12) If approved, the developing would begin in the summer. We have sent certified letters to the neighbors that are within 200 feet of this property explaining what I am seeking and it gives the date and time of the board meeting allowing them to appear and voice their concerns.

13) N/A

REZONING PLAT
A PART OF LOT 2, NATHAN RYAN HAY MINOR PLAT TO JONESBORO, ARKANSAS, FROM ZONE RM-8 TO ZONE RS-5



VICINITY MAP



SURVEYOR'S NOTES:

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations, and any other facts which an accurate and current title search may disclose.
2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.
3. Plat represents a boundary survey of a parcel described in Craighead County Deed Records in Book 2026R, Page 003372.
4. Survey is valid only if print has original seal and signature of surveyor present.
5. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
6. The locations of underground utilities as shown hereon are based on above ground markings and visible structures (Locate Ticket #260303-0945). Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.
7. This survey meets current "Arkansas Minimum Standards for Property Surveys and Plats." Field work for this survey was completed on 3/13/2026.
8. Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
9. Parcel numbers, owner names, and other adjacent property information are sourced from Craighead County assessor's office.
10. All buildings, surface and subsurface improvements on and adjacent to the site are not necessarily shown.
11. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown.
12. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies or other surveys.
13. The subject property is located in Zone X - Area determined to be outside the 0.2% annual chance floodplain per FEMA Flood Insurance Rate Map 05031C0252D, Effective 9/26/2024.

THE FOLLOWING DOCUMENTS WERE USED IN THE CONSTRUCTION OF THIS SURVEY:

A. Pratt Acres Second Addition to the City of Jonesboro, Arkansas by Hime Land Surveying, dated 12/16/1994. Filed for record in Plat Book B, Page 129, in the Circuit Clerk's office of Craighead County, Arkansas.
B. Lots 1 and 2 of Nathan Ryan Hay Minor Plat to the City of Jonesboro, by Adamson Surveying, dated 01/04/2012. Filed for record in Plat Book C, Page 226, in the Circuit Clerk's office of Craighead County, Arkansas.
C. Warranty Deed, dated 10/04/2012. Filed for record in Deed Book JB2012R, Page 017088, in the Circuit Clerk's office of Craighead County, Arkansas.
D. Plat of Survey by Bradley P. Hancock Surveying & Mapping, dated 09/13/2022. Obtained from client.
E. Warranty Deed, dated 08/08/2024. Filed for record in Deed Book 2024R, Page 014073, in the Circuit Clerk's office of Craighead County, Arkansas.
F. Warranty Deed, dated 02/19/2026. Filed for record in Deed Book 2026R, Page 003372, in the Circuit Clerk's office of Craighead County, Arkansas.

SURVEY DESCRIPTION:

A part of Lot 2 of Nathan Ryan Hay Minor Plat to the City of Jonesboro, Craighead County, Arkansas, being ALL of that certain parcel of land described in Deed Book 2026, Page 003372 filed in the records of Craighead County, Arkansas, AND being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 2; said point being on the Westerly Right-of-Way of Granger Drive Thence South 89° 32' 15" West leaving Right-of-Way, a distance of 154.95 feet; Thence North 00° 28' 51" East, a distance of 62.08 feet; Thence North 00° 40' 36" East, a distance of 62.32 feet; Thence North 89° 36' 10" East, a distance of 154.73 feet to the Westerly Right-of-Way of Granger Drive; Thence along said Right-of-Way the the following courses and distances: South 00° 28' 31" West, a distance of 62.31 feet; Thence South 00° 29' 02" West, a distance of 61.91 feet to the POINT OF BEGINNING, containing 0.44 acres, 19,253 sq. ft., more or less, and being subject to all Rights-of-Way and easements of record.

LEGEND

● FOUND REBAR (AS NOTED)	PROPERTY LINE
Ⓓ STORM DRAIN MANHOLE	ADJOINING PROPERTY LINE
Ⓢ SANITARY SEWER MANHOLE	EXISTING RIGHT-OF-WAY
POWER POLE	CENTERLINE ROAD
Ⓦ WATER METER	C/L DITCH FLOW LINE
	EXISTING GAS LINE
	OVERHEAD ELECTRIC
	EXISTING SANITARY SEWER
	EXISTING WATER LINE
	UNDERGROUND STORM WATER STRUCTURE

RECORD INFORMATION

BASIS OF BEARINGS:
ARKANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE (0301)
NAD83, 2010.00 EPOCH
LAT: 35°51'31.52", LONG: 90°41'41.29"
SCALE FACTOR: X.XXXXXXXXXXXXX
CONVERGENCE ANGLE N00°45'34"W
(GRID TO GROUND)
DISTANCES ARE REPORTED IN GROUND

GRAPHIC SCALE IN FEET
20' 0 20'

STATE PLAT CODE:
500-14N-04E-0-08-440-16-1563

SEAL

PRELIMINARY
REGISTERED
STATE OF ARKANSAS
NO. 1563
SIGNATURE
PROFESSIONAL LAND SURVEYOR

REZONING PLAT
A PART OF LOT 2 OF
NATHAN RYAN HAY MINOR PLAT
TO JONESBORO, ARKANAS

PREPARED FOR:
WCMC, LLC.

ISSUE DATE:	03/16/2026
PROJECT NO.:	26901100
CONTACT:	SAM/MAD

2520 Alexander Drive Suite C
Jonesboro, AR 72401-7194
Crafton Tull
870.203.7876 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

© 2026 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:

1 OF 1

DRAWING: G:\SURVEY\0_GRANGER\SURVEY\DWG\SURVEY.DWG, GRANGER_BEGINNING.DWG
LAST EDITED BY: MAD ON 3/16/2026 11:17:00 AM
PLOTTED BY: MAD ON 3/16/2026 11:17:00 AM

USPS First Class Mail Flat
Ship To:
PORTER, DILLOW J
1509 MITZI LN
JONESBORO, AR 72405-8657
Package ID: 850033 18.24
Tracking #: 9414711899561913485122
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072886

Shipment

USPS First Class Mail Flat
Ship To:
FAITH TABERNACLE CHURCH
PO BOX 25
JONESBORO, AR 72403-0025
Package ID: 850034 18.24
Tracking #: 9414711899561913485368
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072879

Shipment

USPS First Class Mail Flat
Ship To:
BLAKE, WANDA & JOEY
1408 N PATRICK ST
JONESBORO, AR 72405-1681
Package ID: 850024 18.24
Tracking #: 9414711899561913484309
Actual Wt: 0.03 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072916

Shipment

USPS First Class Mail Flat
Ship To:
CINDY GONZALEZ ERIKA SUMARI GONZAL
1608 GRANGER DR
JONESBORO, AR 72405-8699
Package ID: 850035 18.24
Tracking #: 9414711899561913485023
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072862

Shipment

USPS First Class Mail Flat
Ship To:
INFINITE INCOME TO WEALTH LLC
PO BOX 128
BROOKLAND, AR 72417-0128
Package ID: 850026 18.24
Tracking #: 9414711899561913484446
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072848

Ship To:
NEA RENTALS LLC
3012 WOODSPRINGS RD
JONESBORO, AR 72404-6803
Package ID: 850032 18.24
Tracking #: 9414711899561913485696
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072893

Shipment

USPS First Class Mail Flat
Ship To:
STONEAGE PROPERTIES LLC
3506 E THOMAS GREEN RD
JONESBORO, AR 72405-8217
Package ID: 850025 18.82
Tracking #: 9414711899561913484415
Actual Wt: 0.07 lbs
Rating Wt: 0.12 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072909

Shipment

USPS First Class Mail Flat
Ship To:
DONALD W PRATT
1505 MITZI LN
JONESBORO, AR 72405-8657
Package ID: 850064 18.24
Tracking #: 9414711899561913482145
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073449

Shipment

USPS First Class Mail Flat
Ship To:
KELLEY RENTAL PROPERTIES LLC
PO BOX 16896
JONESBORO, AR 72403-6714
Package ID: 850065 18.24
Tracking #: 9414711899561913482343
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073456

Shipment

USPS First Class Mail Flat
Ship To:
REYES ADONIS JOSE CRUZ, CELENA NAJE
1714 NATIONAL RD
JONESBORO, AR 72401-5586
Package ID: 850066 18.24
Tracking #: 9414711899561913482459
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]

PAK MAIL 0487
361 Southwest Dr
JONESBORO, AR 72401
870-931-5151 Store: 487

Shipment----------
USPS First Class Mail Flat
Ship To:
JOHN K EATON
1510 GRANGER DR
JONESBORO, AR 72405-8605
Package ID: 850061 18.24
Tracking #: 9414711899561913482749
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073425

Shipment----------
USPS First Class Mail Flat
Ship To:
LORENZO SALVADOR OLEGARIO
1500 GRANGER DR
JONESBORO, AR 72405-8605
Package ID: 850062 18.24
Tracking #: 9414711899561913482985
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073432

Shipment----------
USPS First Class Mail Flat
Ship To:
TH & MILDRED CUNNINGHAM
1622 N PATRICK ST
JONESBORO, AR 72405-8625
Package ID: 850063 18.24
Tracking #: 9414711899561913482602
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073470

Shipment----------
USPS First Class Mail Flat
Ship To:
DAVID & CARLA KERLEY
901 FAIRWAY DR
JONESBORO, AR 72401-4384
Package ID: 850036 18.24
Tracking #: 9414711899561913485078
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072855

SUBTOTAL	262.31
TAX	
State Tax on 6.37	0.41
County Tax on 6.37	0.06
City Tax on 6.37	0.06
TOTAL	262.84
TEND Debit	262.84

Total shipments: 14
WILLIAM CONRAD
ARIANA 03/21/2026
#268318 12:30 PM
Workstation: 24 - AUX-1
CCTran# 66732dab-d61a-4651-a35d-3a5df96c698c

Signature_____

NOTICE
During Holiday Season all carriers discontinue t
heir delivery guarantees.Expedited shipments sti
ll get higher priority but they do not offer mon
ey back guarantees if shipment is delayed.

****
Thank you for your business
****
TRACK YOUR PACKAGE AT:
https://www.pakmail.com/stores/pak-mail-jonesbor
o

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-07

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on April 14, 2026

REQUEST: To consider a rezoning of 1601 Granger Dr

PURPOSE: A request to consider recommendation to Council for a rezoning from "RM-8", Multi Family Residential district, to "RS-5" Single Family Residential district

APPLICANT: **Willam Conrad**

LOCATION: 1601 Granger Dr

SITE DESCRIPTION: **Total Size:** Approx. 0.44 Acre- 19,220 S.F.
Street Frontage: Approx. 124' ft along Granger Dr

Existing Development:.

Physical Characteristics of the Site: Vacant

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1
South	R-1
East	R-1
West	RM-8

HISTORY:

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as Moderate Intensity Growth Sector.

Moderate Intensity:

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

Typical Land Uses:

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

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

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)

R-1
R-1
1605
GRANGER DR
1601
GRANGER DR
RM-8
RM-8
R-1
1513
GRANGER DR
R-1
1608
GRANGER DR
R-1
R-1
1514
GRANGER DR
R-1
R-1
R-1
R-1
1512
GRANGER DR

Land Use Map

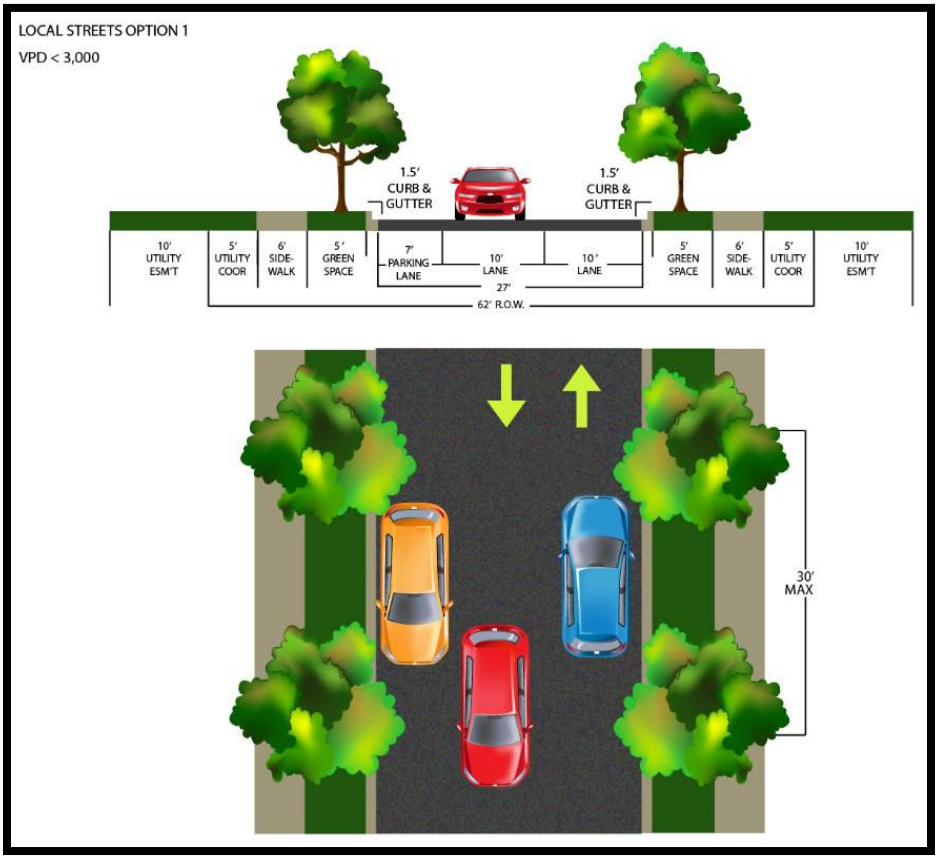
Master Street Plan/Transportation

The subject property will be served by Johnson ave. The Master Street Plan classifies Johnson ave as a Local Street.

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

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

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



Approval Criteria- Chapter 117 - Amendments:

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

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

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "RM-8",Multifamily Residential. The applicant is applying for a rezoning to allow "RS-5" Single Family Residential at this location.

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

Chapter 117 of the City Code of Ordinances/Zoning defines RS-5 as follows:

RM-8—Residential multifamily classification; eight units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.

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	
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-26-07 ; a request to rezone property “RM-8”, Multifamily Residential District, to “RS-5” Single family residential 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 26-07 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 property “RM-8”, Multifamily Residential District, to “RS-5” Single family residential district , will be compatible and suitable with the zoning, uses, and character of the surrounding area.

MAPC Meeting April 14th, 2026

1. Call to order

2. Roll Call

Present (8): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Lonnie Roberts, Monroe Pointer, Paul Ford

Absent (1): Stephanie Nelson

3. Approval of minutes

MIN-26:032 MINUTES March 24th, 2026 MAPC

A motion was made by Dennis Zolper, seconded by Monroe Pointer, that the minutes be approved, the motion was PASSED with the following vote:

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

Nay (0)

Absent (1): Stephanie Nelson

4. Preliminary Subdivisions

PP-26-04 **Preliminary Subdivision: Ridgepointe Country Club Phase 1**

The applicant Gera Investment LLC is requesting an approval of the final subdivision for the seventh replat of Ridgepointe Country Club Phase 1, block E

The Final Subdivision PP-26-04 has been withdrawn.

6. Conditional Use

7. Rezonings

RZ-26-05 **Rezoning: 5925 East Johnson Ave**

Horizon Land Surveying LLC is requesting a rezoning for the property at 5925 East Johnson Ave from I-1 limited industrial district to C-3 LUO.

Lonnie Roberts (Chair): Do we have the proponent for this item? Come up and state your name for record.

Rob Hester (Proponent): Rob Hester, Stonebridge Construction.

Lonnie Roberts: Do you have any comments on it at this point or is it self-explanatory?

Rob Hester: It's self-explanatory, but I welcome any questions.

Lonnie Roberts: Okay, I'll open up to the city planner, do you have the staff comments for this one?

Derrel Smith (City Planner): Yes sir, we do. It meets all six of the criteria for rezoning, so we would recommend approval, with the following stipulations: that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the limited-use overlay will not allow the following: cemetery, communication tower, adult entertainment, homeless shelter, and medical marijuana dispensary.

Lonnie Roberts: Okay and with this rezoning request, is there anyone here to give public input? If not I'll open up for questions from commissioners or discussion or a motion.

Dennis Zolper (Commission): Zolper, make a motion to approve the request with the stipulations.

Jimmy Cooper (Commission): Cooper, second.

A motion was made by Dennis Zolper, seconded by Jimmy Cooper, that the matter be approved, and the motion was PASSED with the following vote:

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

Nay (0)

Absent (1): Stephanie Nelson

RZ-26-07 **Rezoning: 1601 Granger Dr**

The applicant William Conrad is requesting a rezoning the property at 1601 Granger Dr from RM-8 to RS-5

Lonnie Roberts (Chair): Do we have the proponent for this item?

Jeremy Bevel (Proponent): Jeremy Bevel, engineer with Crafton Tull. And we're asking for this rezoning from residential multi-family to single-family residential. The ultimate plan is to put two single-family homes on each lot and those lots will come, you know, later separately. But this is just a rezoning for the .44 acre track on Granger.

Lonnie Roberts: Okay, city planner do you have staff comments?

Derrel Smith: Yes sir, we do. Again this meets all the requirements for a rezoning, so we would recommend approval with the following stipulations: that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay, with this rezoning request is there anyone here for public comments? If not, I'll open up for commissioners, questions or comments.

Dennis Zolper (Commission): Zolper, make a motion to approve the request with the stipulations.

Jimmy Cooper (Commission): Cooper, second.

A motion was made by Dennis Zolper, seconded by Jimmy Cooper, that the matter be approved, and the motion was PASSED with the following vote:

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

Nay (0)

Absent (1): Stephanie Nelson

8. Miscellaneous Items

9. Staff Comments

10. Adjournment

Meeting was adjourned.

OFFICIAL RECEIPT

Receipt Date 04/15/2026 03:36 PM
Receipt Print Date 04/15/2026

Receipt # 00275218
Batch # 00115.04.2026

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

Account/License/Permit/Category:	
CR	284.05
Detail:	
01-000-0150-00	
Rezoning Ordinance RZ-26-07 /	
Proof of Publication	284.05
Total	284.05
Payment Information:	
Credit Car 5368	284.05
Change	0.00

William Conrad
Customer #: 000000
870-692-4340

,

Cashier: TJGeror
Station: TJGEROR

Text File

File Number: ORD-26:008

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

AN ORDINANCE TO AMEND ORDINANCE 93:741 TO REINSTATE THE MULTI-WAY (FOUR-WAY STOP SIGNS) AT RAINS AND WILKINS INTERSECTIONS

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

SECTION 1: The City Council of the City of Jonesboro, Arkansas, hereby amends Ordinance 93:741 to reinstate the multi-way stop sign at the Rains and Wilkins Intersection.

SECTION 2: This Ordinance authorizes the City of Jonesboro Street Department to make the above amendment with the passage and approval of this Ordinance.

SECTION 3: This Ordinance, being necessary for the preservation of the public peace, health and safety, there is hereby declared to be an emergency, and this Ordinance shall take effect and be in full force from and after its passage and approval.

Text File

File Number: ORD-26:009

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 25mph speed limit on Hillcrest Drive between Nettleton Avenue and Wilkins Avenue

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-26:010

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

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

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

Establish 20 MPH on Main Street from Washington Avenue to Cate Avenue.

Text File

File Number: ORD-26:012

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT 6904 E. HIGHLAND DRIVE

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 and I-2, General Industrial District
To C-3, General Commercial District and I-2, General Industrial District, as shown on the attached rezoning plat, that land described as follows:

LEGAL DESCRIPTION

A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH O1°00'08" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,392.57 FEET TO A POINT; THENCE NORTH 88°14'51" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 285.22 FEET TO A POINT; THENCE SOUTH 00°51'40" WEST, A DISTANCE OF 634.67 FEET TO A POINT; THENCE SOUTH 00°32'23" WEST, A DISTANCE OF 401.84 FEET TO A POINT; THENCE NORTH 89°59'31" EAST, A DISTANCE OF 1,101.64 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°57'15" EAST, ALONG SAID EAST LINE, A DISTANCE OF 66.11 FEET TO A POINT; THENCE SOUTH 87°59'58" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 350.20 FEET TO A POINT; THENCE SOUTH 01°02'51" EAST, A DISTANCE OF 117.57 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF ARKANSAS HIGHWAY 18 (HIGHLAND DRIVE); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AS FOLLOWS: SOUTH 87°48'01" WEST, A DISTANCE OF 267.22, SOUTH 78°20'52" WEST, A DISTANCE OF 225.06 FEET, SOUTH 81°20'11" WEST, A DISTANCE OF 237.63 FEET, SOUTH 76°20'04" WEST, A

DISTANCE OF 118.18 FEET, SOUTH 76°57'45" WEST, A DISTANCE OF 219.48 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 594,231 SQ. FT. OR 13.64 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY 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.

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: 3/24/26 Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: 6904 East Highland Drive, East of Easley Lane

Side of Street: North between Easley Lane and Rogers Chapel Road

Quarter: Southwest Section: 19 Township: 14 North Range: 5 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: Residential R-1 Proposed Zoning: Commercial C-3/ Industrial I-2

Size of site (square feet and acres): 594,230 SF /13.64 Acres Street frontage (feet): 1,068' Highland - Drive/1,392

Existing Use of the Site: Vacant, Agri

Character and adequacy of adjoining streets: Highand Drive - asphalt (5 lanes), Easley Lane - 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

If not, how would sewer service be provided? Septic System

Use of adjoining properties:

North Residential R-1/Industrial I-2

South Residential R-1

East Residential R-1/Industrial I-2

West Residential R-1

Physical characteristics of the site: Vacant lot - Agri Use

Characteristics of the neighborhood: Residential and Agri Uses

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? Agricultural One - AG1/Residential R-1

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? To allow development of commercial development which is not allowed within current zoning.

(3). If rezoned, how would the property be developed and used? To develop commercial opportunities.

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? 1 -2 Acre Commercial Lots

(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 commercial development.

(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 adversly 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: John Stuckey

Address: 10415 Stuckey Lane

City, State: Trumann, AR ZIP 72472

Telephone: _____

Facsimile: _____

Signature: _____

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

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

Name: John Easley, AE Engineer

Address: 103 South Church

City, State: Jonesboro AR ZIP 72401

Telephone: _____

Facsimile: _____

Signature: _____

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.

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, March 10, 2026 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: John Stuckey DATE: February 17, 2026

DESCRIPTION OF REQUESTED USE: From existing R-1, Single-Family Mediun Density District and I-2, General Industrial to C-3, General Commercial and I-2, General Industrial..

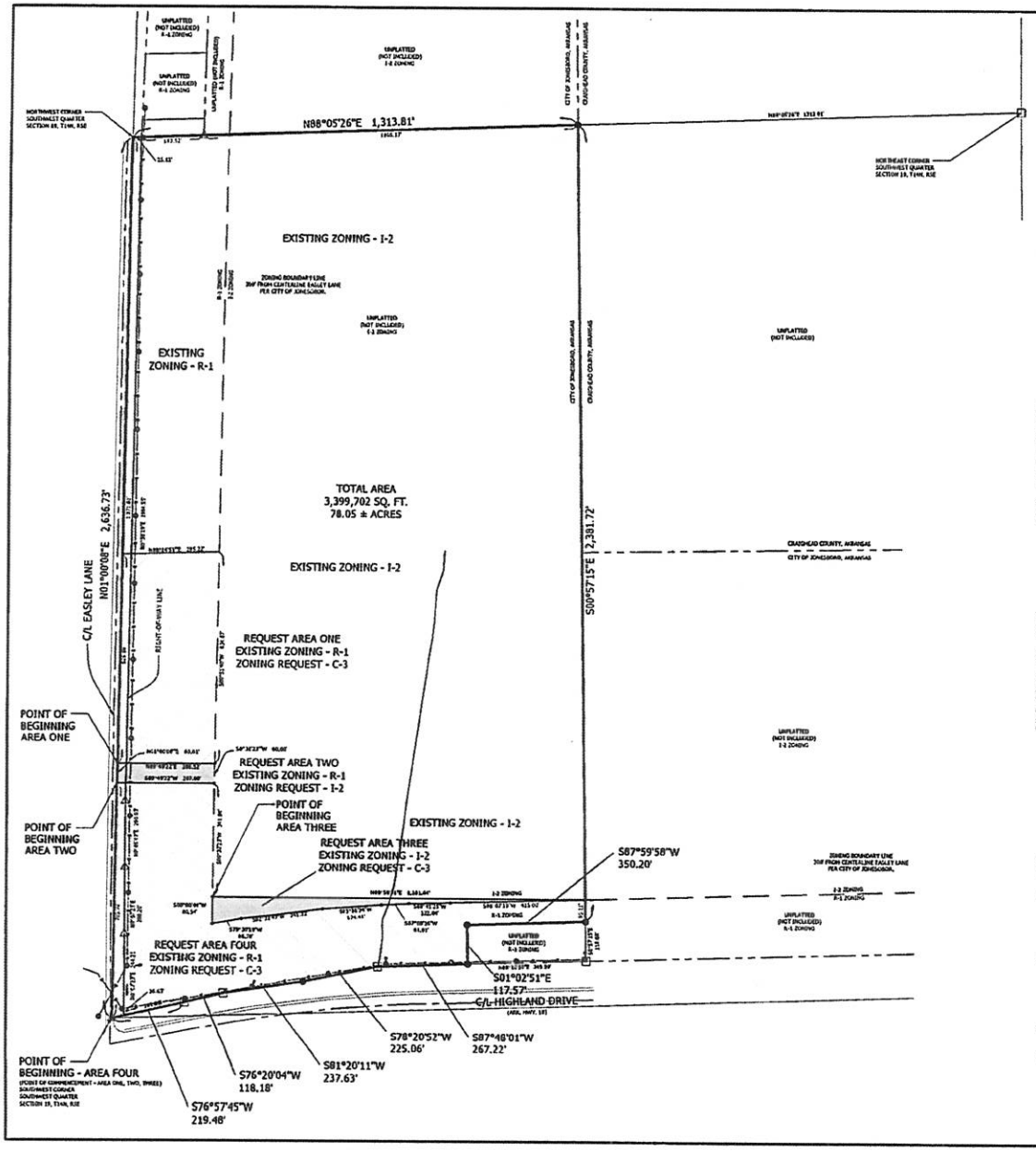
LOCATION OF REQUESTED USE: 6904 East Highland Drive, East of Easley Lane

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

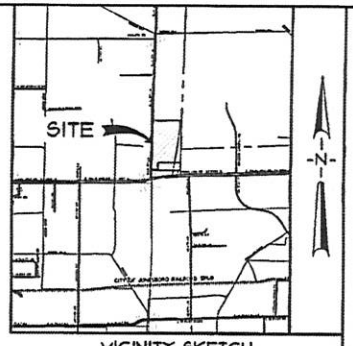
If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church, or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.



BEARING BASIS
GRAPHIC SCALE
IN FEET

LEGEND

- = BOUNDARY LINE
- = ADJACENT LOT LINE
- = EASEMENT LINE
- = FOUND IRON PIPE
- = FOUND RAILROAD MONUMENT
- = SET 1/2" IRON PIPE W/ PS #1364 CAP
- = EXISTING OVERHEAD ELECTRICAL LINE
- = POWER POLE / UTILITY POLE
- = GUY WIRE



VICINITY SKETCH
NOT TO SCALE

DESCRIPTION - AREA ONE

A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01°00'08" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 743.71 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 01°00'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 618.66 FEET TO A POINT; THENCE NORTH 89°59'52" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 265.28 FEET TO A POINT; THENCE SOUTH 00°51'49" WEST, A DISTANCE OF 634.27 FEET TO A POINT; THENCE SOUTH 89°49'52" WEST, A DISTANCE OF 264.52 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 168,209 SQ. FT. OR 4.64 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION - AREA TWO

A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01°00'08" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 743.71 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 01°00'08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 618.66 FEET TO A POINT; THENCE NORTH 89°59'52" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 264.52 FEET TO A POINT; THENCE SOUTH 00°51'49" WEST, A DISTANCE OF 621.00 FEET TO A POINT; THENCE SOUTH 89°49'52" WEST, A DISTANCE OF 267.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 167,265 SQ. FT. OR 3.40 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S NOTES

1. THIS DRAWING WAS PREPARED FOR JOHN STUCKEY AND IS NOT ASSIGNABLE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS SURVEYOR FOR EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY AFFECTING THIS PROPERTY.
3. ALL UTILITY LOCATIONS SHOWN HEREON WERE LOCATED BY FIELD MEASUREMENTS OF VISIBLE GROUNDING AND/OR EXISTING UTILITY MAPS. ASSOCIATED ENGINEERING, LLC MAKES NO WARRANTY OR GUARANTEE TO THE UTILITIES SHOWN OR NOT SHOWN HEREON. FURTHERMORE ASSOCIATED ENGINEERING, LLC MAKES NO WARRANTY OR GUARANTEE AS TO THE ACCURACY OF EXISTING UTILITY MAPS. IF PRECISE LOCATIONS OF UNDERGROUND UTILITIES ARE REQUIRED THE CLIENT'S CONTRACTOR SHALL COORDINATE WITH SAID UTILITY OWNER TO EXPOSE SAID UTILITY FOR LOCATION AND/OR DEPTH. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ANY AND ALL UTILITY LOCATIONS AND/OR DEPTHS BEFORE EXCAVATION.
4. SUBJECT PROPERTY IS CURRENTLY ZONED R-1, SINGLE-FAMILY MEDIUM DENSITY DISTRICT AND I-2, GENERAL INDUSTRIAL DISTRICT. ADJACENT PROPERTIES ARE ZONED R-1 AND I-2 AS SHOWN.
   STANDARD BUILDING SETBACKS FOR R-1 ZONING ARE AS FOLLOWS: STREET=25' SIDE=7.5' REAR=25'. MAXIMUM LOT COVERAGE IS THIRTY-FIVE PERCENT (35%) FOR BUILDINGS.
   STANDARD BUILDING SETBACKS FOR I-2 ZONING ARE AS FOLLOWS: STREET=50' SIDE=25', REAR=25' MAXIMUM LOT COVERAGE IS SIXTY PERCENT (60% BUILDINGS). MAXIMUM HEIGHT LIMITATION SHALL BE LIMITED TO FIVE AND BUILDING CODE REGULATIONS.
5. SUBJECT PROPERTY IS LOCATED WITHIN "X", SPECIAL FLOOD HAZARD AREAS WITH 0.2% OF DEATH AS DESIGNATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR CRAIGHEAD COUNTY AND INCORPORATED AREAS, COMMUNITY PANEL ESTABLISHED PANEL 276 OF 525.
   EFFECTIVE DATE - SEPTEMBER 28, 2018.
6. THE FOLLOWING DOCUMENTS WERE USED TO PREPARE THIS SURVEY:
   A. WARRANTY DEED TO JOHN STUCKEY RECORDED AS DOCUMENT NUMBER 2020-001318, DATED MAY 18, 2020, IN THE PUBLIC RECORDS AT JONESBORO, ARKANSAS.
   B. RIGHT-OF-WAY MAPS, ARDOT JOB NUMBER 100232, HIGHWAY 49 EAST.
   C. WARRANTY DEED TO BIG SANDY PROPERTIES, RECORDED AS DOCUMENT NUMBER 2018-018455, RECEIVED DECEMBER 03, 2018 IN THE PUBLIC RECORDS AT JONESBORO, ARKANSAS.

DESCRIPTION - AREA THREE

A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01°00'08" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 705.70 FEET TO A POINT; THENCE NORTH 89°49'52" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 267.00 FEET TO A POINT; THENCE SOUTH 00° 51'49" WEST, A DISTANCE OF 343.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°38'58" EAST, A DISTANCE OF 1,104.64 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°57'15" WEST, A DISTANCE OF 415.66 FEET TO A POINT; THENCE SOUTH 88°41'25" EAST, A DISTANCE OF 533.04 FEET TO A POINT; THENCE SOUTH 01°18'34" WEST, A DISTANCE OF 874.46 FEET TO A POINT; THENCE SOUTH 82°32'47" WEST, A DISTANCE OF 246.16 FEET TO A POINT; THENCE SOUTH 79°58'09" WEST, A DISTANCE OF 86.78 FEET TO A POINT; THENCE NORTH 00°00'44" EAST, A DISTANCE OF 83.24 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 28.431 SQ. FT. OR 0.65 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION - AREA FOUR

A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01°00'08" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 705.70 FEET TO A POINT; THENCE NORTH 89°49'52" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 267.00 FEET TO A POINT; THENCE SOUTH 00°51'49" WEST, A DISTANCE OF 343.84 FEET TO A POINT; THENCE SOUTH 89°38'58" WEST, A DISTANCE OF 81.54 FEET TO A POINT; THENCE NORTH 79°38'58" EAST, A DISTANCE OF 86.78 FEET TO A POINT; THENCE NORTH 82°32'47" EAST, A DISTANCE OF 246.16 FEET TO A POINT; THENCE NORTH 01°18'34" EAST, A DISTANCE OF 874.46 FEET TO A POINT; THENCE NORTH 88°41'25" WEST, A DISTANCE OF 533.04 FEET TO A POINT; THENCE NORTH 00°57'15" EAST, A DISTANCE OF 83.91 FEET TO A POINT; THENCE NORTH 88°38'58" EAST, A DISTANCE OF 1,104.64 FEET TO A POINT; THENCE SOUTH 00°57'58" EAST, A DISTANCE OF 415.66 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°57'58" EAST, ALONG SAID EAST LINE, A DISTANCE OF 99.31 FEET TO A POINT; THENCE SOUTH 89°19'58" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 350.20 FEET TO A POINT; THENCE SOUTH 01°02'51" EAST, A DISTANCE OF 117.57 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF ARKANSAS HIGHWAY 18 (HIGHLAND DRIVE); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AS FOLLOWS: SOUTH 87°48'01" WEST, A DISTANCE OF 267.22; SOUTH 78°20'52" WEST, A DISTANCE OF 225.06; SOUTH 81°20'11" WEST, A DISTANCE OF 237.63 FEET; SOUTH 76°20'04" WEST, A DISTANCE OF 118.18 FEET; SOUTH 76°57'45" WEST, A DISTANCE OF 218.48 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 368,414 SQ. FT. OR 8.46 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

OWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY AS DESCRIBED HEREON AND THAT WE REQUEST THE CHANGE IN ZONING AS NOTED.

JOHN STUCKEY, OWNER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING, LLC HAS THIS DAY(S) MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS EITHER "FROM" AS SHOWN OR LISTED HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS" IN EFFECT ON THIS DATE.

DATE OF BOUNDARY SURVEY: 12/10/2025

NOTE: TO BE VALID, COPIES MUST HAVE SURVEYOR'S SEAL WITH DATED SIGNATURE.

© Copyright 2025 ACELLC

JOHN STUCKEY
PART OF THE W 1/2, SW 1/4, SEC. 19, T14N, R5E
EASLEY LANE
JONESBORO, ARKANSAS

ASSOCIATED ENGINEERING, LLC
CIVIL ENGINEERING • LAND SURVEYING
LAND PLANNING
103 SOUTH CHURCH STREET • P.O. BOX 1402
JONESBORO, AR 72403
PH: 870-932-2914 • FAX: 870-932-2153

Associated Engineering & Testing, LLC
CERTIFICATE OF AUTHORIZATION
ARKANSAS
No. 286

NO.	DESCRIPTION	DATE
1	REVISE ZONING	12/10/25

REZONE REQUEST

DATE:	12/10/2025
DRAWN:	CCH
CADD FILE:	25165403
CHECKED:	JHE
DWG#:	25165403.DWG
E-SEET:	
SCALE:	1" = 100'
	1 OF 1

500-14N-05E-0-19-300-16-1314

Please Return To:

Lenders Title Company
2207 Fowler Avenue
Jonesboro AR, 72401
Phone: 870-935-7410
Fax: 870-933-7222

File Number: 22-081698-300

This deed form prepared under the supervision of:
J. Mark Spradley, Attorney at Law
1501 N. University, Suite 155
Little Rock, AR 72202

Transactional data completed by Lenders Title Company

Warranty Deed - Unmarried (Letter).rtf

ELECTRONIC RECORDING
2022R-012559
CERTIFICATE OF RECORD
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
KASEY TRAVIS, CLERK & RECORDER
06/03/2022 01:14:57 PM
RECORDING FEE: 30.00
PAGES: 4

FOR RECORDER'S USE ONLY

WARRANTY DEED
(UNMARRIED PERSON)

KNOW ALL MEN BY THESE PRESENTS:

That, Glenn C. Smith, an unmarried person, Grantor, for and in consideration of the sum of —TEN AND 00/100-- DOLLARS ($10.00)—and other good and valuable consideration in hand paid by Centennial Bank as Qualified Intermediary for John Stuckey, Grantee(s), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee(s), and unto his heirs and assigns forever, the following lands lying in the County of Craighead and the State of Arkansas to-wit:

The West Half of the Southwest Quarter (W 1/2 of SW 1/4) of Section 19, Township 14 North, Range 5 East, LESS AND EXCEPT the following described 3 tracts: (1) 2 acres in the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) described as follows: Beginning at the Southeast corner of the SW 1/4 of the SW 1/4 and running West 350 feet; thence North 250 feet; thence East 350 feet; thence South 250 feet to the point of beginning, less also the road right-of-way; (2) Part of the Southwest Quarter of the Southwest Quarter of Section 19, Township 14 North, Range 5 East, Craighead County, Arkansas, more particularly described as follows: Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 19, said corner also being on the proposed Northerly right of way line of State Highway 18; thence North 79° 03' East along said proposed right of way line a distance of 291.2 feet to a point; thence North 80° 33' East along said proposed right of way line a distance of 258.3 feet to a point; thence North 87° 48' East along said proposed right of way line a distance of 256.2 feet to a point; thence North 89° 12' East along said proposed right of way line a distance of 219.8 feet to a point; thence South 1° 09' West a distance of 35.6 feet to a point on the existing Northerly right of way line of said Highway; thence South 88° 03' West along said existing right of way line a distance of 470.7 feet to a point; thence in a Westerly direction along said existing right of way line on a curve left having a radius of 1,004.93 feet a distance of 207.1

feet to a point; thence South 76° 00' West along said existing right of way line a distance of 93.0 feet to a point on the South line of said Southwest Quarter of the Southwest Quarter; thence South 88° 12' West along said South line a distance of 250.5 feet to the point of beginning and containing 0.79 acres more or less; and (3) Part of the Southwest Quarter of the Southwest Quarter of Section 19, Township 14 North, Range 5 East, Craighead County, Arkansas, more particularly described as follows: Starting at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 19; thence South 01° 48' 46" West along the West line thereof a distance of 1321.88 feet to the Northwest Corner of the Northwest Quarter of the Northwest Quarter of Section 30, said point also being on the Northerly proposed right of way line of State Highway 18 for the point of beginning; thence North 77° 42' 21" East along said proposed right of way line a distance of 219.65 feet to a point; thence North 77° 07' 22" East along said proposed right of way line a distance of 118.10 feet to a point; thence North 82° 09' 25" East along said proposed right of way line a distance of 237.72 feet to a point; thence North 79° 09' 09" East along said proposed right of way line a distance of 224.92 feet to a point; thence South 88° 36' 41" East along said proposed right of way line a distance of 267.37 feet to a point; thence South 00° 14' 12" East a distance of 52.09 feet to a point on the Northerly existing right of way line of State Highway 18; thence North 88° 47' 26" West along said existing right of way line a distance of 37.66 feet to a point; thence South 89° ???' 26" West along said existing right of way line a distance of 220.31 feet to a point; thence South 88° 32' 26" West along said existing right of way line a distance of 256.80 feet to a point thence South 81° 01' 14" West along said existing right of way line a distance of 258.32 feet to a point; thence South 79° 09' 23" West along said existing right of way line a distance of 288.98 feet to the point of beginning and containing 0.54 acre or 23,316 square feet, more or less.

Subject to the reservation of 50% of all oil, gas and mineral rights by Glenn C. Smith, the grantor herein.

Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

TO HAVE AND TO HOLD the above described lands unto the Grantee(s) and his heirs and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And I hereby covenant with the Grantee(s) that I will forever warrant and defend the title to the above described lands against all claims whatsoever.

WITNESS my hand and seal on this 2nd day of June, 2022.

Glenn C. Smith

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. Exempt or no consideration paid if none shown.

GRANTEE OR AGENT:

John Stuckey

GRANTEE'S ADDRESS: 10415 Stuckey Ln
Trumann AR 72472

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF CRAIGHEAD)

BE IT REMEMBERED, that on this day came before me, the undersigned, a notary public within and for the County and State aforesaid, duly commissioned and acting, Glenn C. Smith, an unmarried person, to me well known as (or satisfactorily proven to be) the person whose name is subscribed to the foregoing instrument and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of June, 2022.

Brandi L Rasdon
Notary Public

My commission Expires:

_____

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: 22-081698-300

Grantee: JOHN STUCKEY
Mailing Address: 10415 STUCKEY LN
TRUMANN AR 724720000

Grantor: GLENN C SMITH
Mailing Address: 1705 PINEWOOD
GREENVILLE MS 387010000

Property Purchase Price: $767,000.00
Tax Amount: $2,531.10

County: CRAIGHEAD
Date Issued: 06/02/2022
Stamp ID: 1079023616

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): RTC as agent

Grantee or Agent Name (signature): Brandi Leader Date: 6/2/22

Address: 10415 Stuckey Ln.

City/State/Zip: Trumann AR 72472

9589 0710 5270 1698 9418 94

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Bono, AR 72416

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ 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	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026 JONESBORO AR 72401 — LATTIE CARAWAY STATION

02/28/2026

Sent

DIAMOND LAURIE LEE
2748 CRAIGHEAD 308
BONO, AR 72416

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

9589 0710 5270 1698 9418 70

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ 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	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026 JONESBORO AR 72401 — LATTIE CARAWAY STATION

02/28/2026

Sent

HAMBY DOUGLAS & SANDRA
6903 HIGHLAND DRIVE
JONESBORO, AR 72401

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

7022 3330 0001 5429 8315

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72404

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ 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	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026 JONESBORO AR 72401 — LATTIE CARAWAY STATION

02/28/2026

Sent

BIG SANDY PROPERTIES, LLC
2912 PATRICIA COVE
JONESBORO, AR 72404

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1698 9418 63

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Trumann, AR 72472

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ 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	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026 JONESBORO AR 72401 — LATTIE CARAWAY STATION

02/28/2026

Sent

STUCKEY JOHN C
10415 STUCKEY LANE
TRUMANN, AR 72472

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

7022 3330 0001 5429 8308

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ 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	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026 JONESBORO AR 72401 — LATTIE CARAWAY STATION

02/28/2026

Sent

HOOKS JANEY LIVING TRUST
2346 HIGHWAY 349
JONESBORO, AR 72401-9212

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1698 9418 79

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72405

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ 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	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026 JONESBORO AR 72401 — LATTIE CARAWAY STATION

02/28/2026

Sent

HAMMETT DAVID A
1824 CRAIGHEAD 730
JONESBORO, AR 72405

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

7022 3330 0001 5429 8292

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72405

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$4.40
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

Sent

Street: PLATINUM PROPERTIES OF NEA LLC
661 CRAIGHEAD 754

City: JONESBORO, AR 72405-8256

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

9589 0710 5270 1698 9419 86

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72404

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$4.40
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

Sent 7

Street: PERKINS JOE & BECKY
4013 MARDIS WOOD DRIVE

City: JONESBORO AR 72404

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

7022 3330 0001 5429 8285

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$4.40
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

Sent

Street: BIRDSELL BILL & JACQUELINE
6807 HIGHLAND DRIVE

City: JONESBORO, AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7022 3330 0001 5429 8278

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$4.40
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

Sent

Street: COWAN JAMES A & PAULINE
6901 HIGHLAND DRIVE

City: JONESBORO, AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7022 3330 0001 5429 8261

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72403

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$4.40
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

Sent

Street: CHANDLER COLIE EDWARD JR
P.O. BOX 19251

City: JONESBORO, AR 72403

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

7022 3330 0001 5429 8254

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Bay, AR 72411

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$4.40
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

Sent

Street: BARNES EARNESTEEN No.
203 ISBELL STREET

City: BAY, AR 72411-9758

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

9589 0710 5270 1698 9418 56

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$1.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

Sent T

Street LONG MICKEY W
1805 EASLEY LANE
City, S JONESBORO AR 72401

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

9589 0710 5270 1698 9418 49

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$1.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

CUMMINGS MELFARD & VONNA
1903 EASLEY LANE
JONESBORO, AR 72401

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

9589 0710 5270 1698 9419 55

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Mountain Home, AR 72653

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ 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	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

BENHAM FAMILY TRUST
2013 FULLER
MOUNTAIN HOME, AR 72653-5222

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

7022 3330 0001 5429 8322

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$1.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

Sent To

MULLINS STEVE
1619 EASLEY LANE
JONESBORO, AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 3330 0001 5429 8339

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72405

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$1.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

BRADLEY TONY LEE & BARBARA ANN
116 CRAIGHEAD 7454
JONESBORO, AR 72405

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 3330 0001 5429 8346

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Hollywood, FL 33029

OFFICIAL USE

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$1.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

HATTIE CARAWAY STATION FEB 28 2026 JONESBORO AR 72401

02/28/2026

THE RAZA GROUP OF ARK LLC
19441 NW 4TH COURT
PEMBROKE PINES, FL 33029-3243

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1698 9417 95

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026

02/28/2026

Sent To

Street CASEY LARRY
1615 EASLEY LANE
City, S JONESBORO, AR 72401

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

9589 0710 5270 1698 9418 18

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026

02/28/2026

Sent To

Street KEITH SCOTTY & THERESIA
1203 EASLEY LANE
City, JONESBORO AR 72401

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

9589 0710 5270 1698 9418 25

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$1.10
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026

02/28/2026

Sent To

Street MARTIN TROY O & WANDA SUE
1202 EASLEY LANE
City, JONESBORO, AR 72401

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

9589 0710 5270 1698 9418 01

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026

02/28/2026

MCKINNEY LARRY
1705 EASLEY LANE
JONESBORO AR 72401

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

9589 0710 5270 1698 9417 88

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026

02/28/2026

Sent To

Street MOORE RANDY
1801 EASLEY LANE
City, JONESBORO, AR 72401

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

9589 0710 5270 1698 9418 32

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0408 12

Postmark Here

FEB 28 2026

02/28/2026

STALLINGS JAMES
1703 EASLEY LANE
JONESBORO, AR 72401

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

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-06

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on March 24, 2026

REQUEST: To consider a rezoning of 6904 E Highland Dr, East of Easley Ln

PURPOSE: A request to consider recommendation to Council for a rezoning from "R-1", single family residential district, to "C-3" general commercial district and "I-2" General Industrial district

APPLICANT: **John Easley**

LOCATION: 6904 East Highland Dr

SITE DESCRIPTION: **Total Size:** Approx. 13.64 Acre- 594,230 S.F.
Street Frontage: Approx. 1068' ft along Highland Dr and 1392 ft along Easley Ln

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

Physical Characteristics of the Site: Vacant Lot

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 and I-2
South	R-1
East	R-1 and I-2
West	R-1

HISTORY:

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as Rural Intensity Growth Sector and Industrial Growth Sector

Rural Intensity:

Rural intensity uses are extremely low intensity that happen in areas that have traditionally been devoted to agriculture.

Typical Land Uses:

- Commercial business serving agricultural needs
- Large lot single family residential
- Small retail
- Open space
- Agricultural
- Stable or kennel
- Churches
- Institutional (waste water treatment plants,sludge ponds, water towers,landing strips, Cell towers, drainageway)

Density: Single family residential on > 5 acres lot

Industrial Growth Sector :

Industrial uses those considered heavy such as large scale manufacturing, production concerns, including assembly and processing, regional warehousing and distribution, bulk storage and utilities. Located close to major transportation corridors and should generally be buffered from surrounding development by transitional uses or landscape areas.

.

AG-1
R-2
R-1
I-2
R-2
R-1
R-2
R-1
I-2
R-1
R-1
R-1
R-2
R-2
R-2
R-2
R-2
R-2
R-2
R-2
R-2
I-1
R-2
I-2
C-3
LUO
R-1
R-1
C-1
R-1
R-1
R-1
I-1
I-1
I-1
I-1
R-1
R-1
C-3 LUO
C-3

Land Use Map

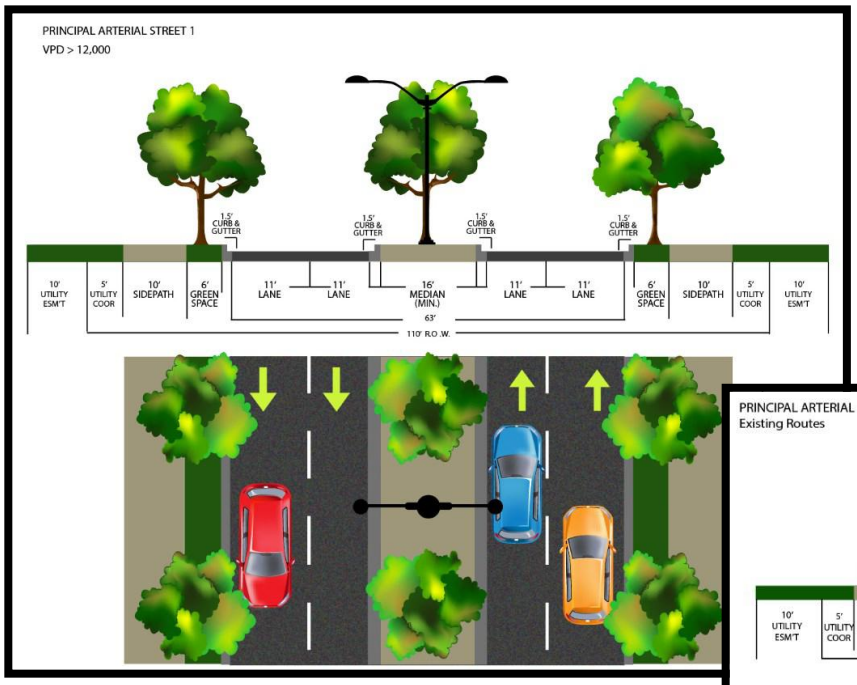
Master Street Plan/Transportation

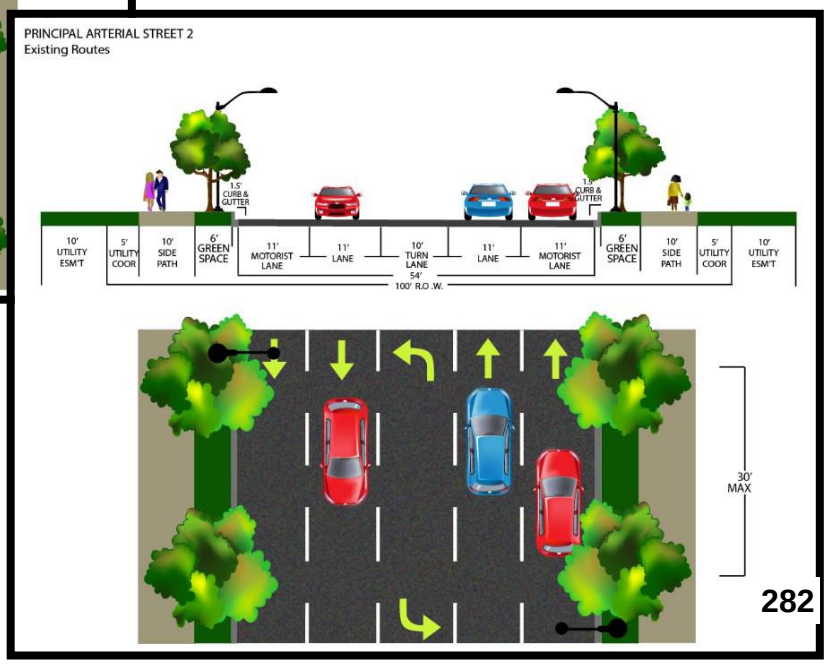
The subject property will be served by Highland Dr and Easley Ln. The Master Street Plan classifies Highland Dr as a Principal arterial and Easley Ln as Minor arterial.

Principal Arterials provide both long distance connections through the urban area and to major traffic generators within the community. Roadways are designated principal arterials to imply the need to focus more on moving traffic rather than providing direct access to adjacent land. Traffic management techniques used to maintain a high level of traffic capacity on these roadways include the use of medians, restricting curb cuts per some spacing policy, and limiting the use of traffic signals to the intersection with other significant roadways.

FUNCTION: The primary function of a Principal Arterial is to serve through traffic and to connect major traffic generators or activity centers within an urbanized area. Since these roads are designed for through traffic and are generally located three or more miles apart, dedication of additional right-of-way is required to allow for future expansion to four through lanes plus left and right turn lanes. 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: The standard Principal Arterial is to be used in all cases except where City Staff and the MAPC find that an unusual condition occurs. In such cases, the Other Principal Arterial Design Option provided in this section may be used. Cross-section selection shall be based on traffic impact analysis. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).

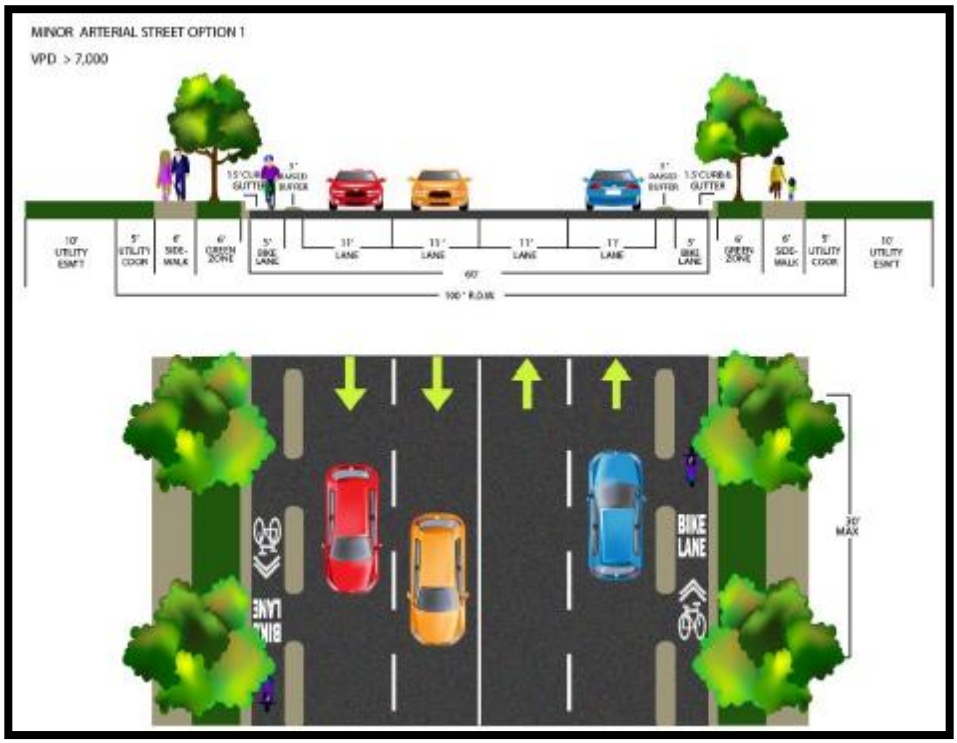


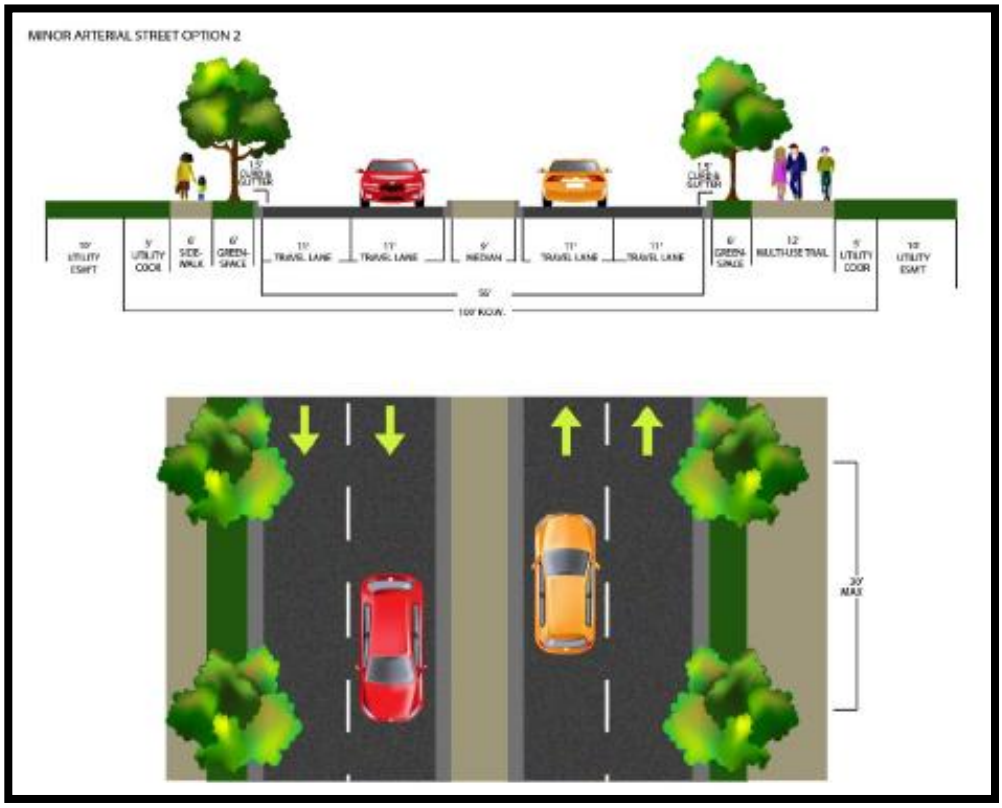


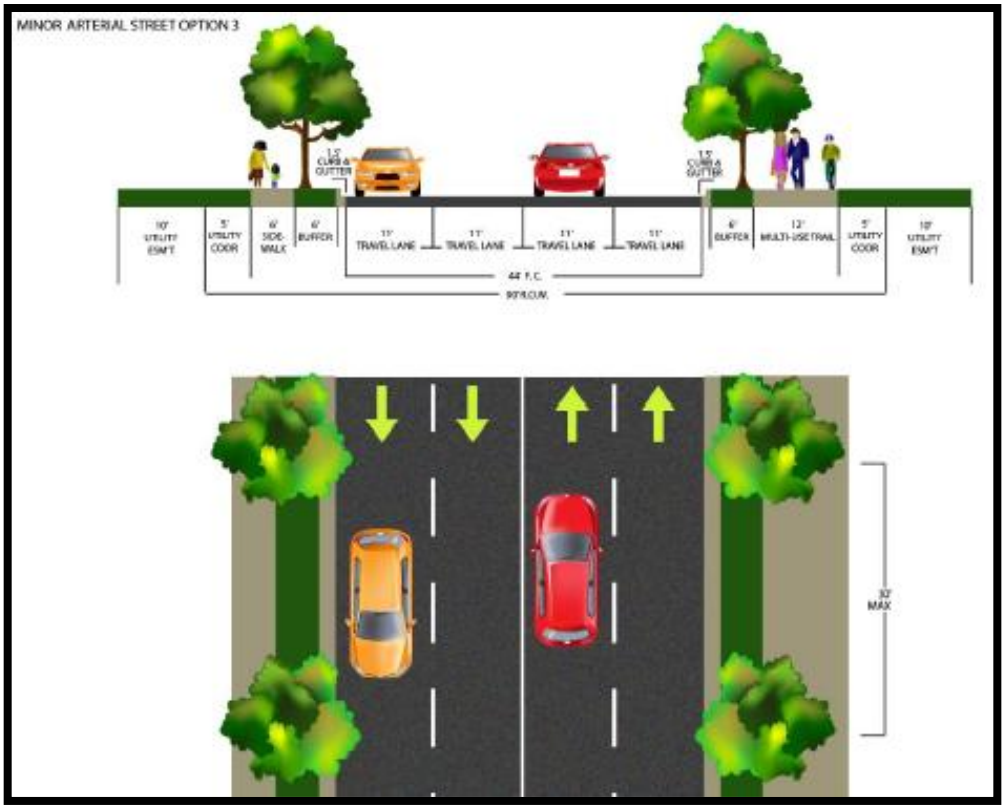
Minor Arterials function similarly to principal arterials, but operate under lower traffic volumes, serve trips of shorter distances, and provide a higher degree of property access than principal arterials.

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).




MINOR ARTERIAL STREET OPTION 2
10' UTILITY ESMT
5' UTILITY COOR
6' SIDE-WALK
6' GREEN-SPACE
11' TRAVEL LANE
11' TRAVEL LANE
6' MEDIAN
11' TRAVEL LANE
11' TRAVEL LANE
6' GREEN-SPACE
12' MULTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESMT
100' ROW
30' MAX


MINOR ARTERIAL STREET OPTION 3
10' UTILITY ESMT
5' UTILITY COOR
6' SIDE-WALK
6' BUFFER
11' TRAVEL LANE
11' TRAVEL LANE
11' TRAVEL LANE
11' TRAVEL LANE
6' BUFFER
12' MULTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESMT
44' F.C.
92' R.O.W.
32' MAX

Approval Criteria- Chapter 117 - Amendments:

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

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

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "R-1", single family residential district. The applicant is applying for a rezoning to allow C-3 general commercial and I-2 General industrial 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 C-3 and I-2 as follows:

C-3, general commercial district. The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

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	
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-26-06 ; a request to rezone property "R-1", single family residential district, to "C-3" general commercial District and "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 26-06 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 residential district, to "C-3" general commercial District and "I-2" General commercial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

MAPC Meeting March 24th, 2026

1. Call to order

2. Roll Call

Present (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

3. Approval of minutes

MIN-26:028 MINUTES March 10th, 2026 MAPC

A motion was made by Dennis Zolper, seconded by Jim Little, that the minutes be approved, the motion was PASSED with the following vote:

Aye (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Nay (0)

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

4. Preliminary Subdivisions

PP-26-03 **Preliminary Subdivision: Windsor Landing Phase IX**

Papi Investment LLC and Island Construction Inc are requesting to appeal for a Preliminary Subdivision of Windsor Landing Phase IX.

Jeff Steiling (Chair): Do we have anyone here to present for this item?

Darren Williams (Proponent): I'm Darren Williams with McAllister Engineering, we're at 4508 Stadium Blvd here in Jonesboro. Essentially this is the last phase of that Subdivision. To my knowledge, there were some issues with the way it was originally platted and we have gone back and forth to address what those issues were, and as far as I know, we've addressed everything that needed to be addressed and now we're just seeking approval for it.

Derrel Smith (City Planner): Yes sir, we have reviewed it, and it does meet all the requirements of the subdivision ordinance, so we would recommend approval for this subdivision.

Dennis Zolper (Commission): Zolper, I'll make a motion that we approve.

Jim Little (Commission): Second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

Aye (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Nay (0)

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

6. Conditional Use

7. Rezonings

RZ-26-05 **Rezoning: 5925 East Johnson Ave**

Horizon Land Surveying LLC is requesting a rezoning for the property at 5925 East Johnson Ave from I-1 limited industrial district to C-3 LUO.

Rescheduled for next MAPC Meeting, April 14th, 2026

RZ-26-06 **Rezoning: 6904 East Highland Dr**

The applicant John Easley is requesting a rezoning of the property at 6904 East Highland Dr from R-1 single-family medium density district, to C-3 general commercial district, and I-2 general industrial district.

John Easley (Proponent): I'm John Easley with Associated Engineering on behalf of John Stuckey, the property owner. We're asking a rezoning on a very small portion of the property. Back in '86 when the annexation took place, this was on the very edge of the city limits and the property that was coming in was coming in as R-1, 300 foot off of Easley Lane, and 300 foot off of Highway 18. Since then, it's been annexed proper zoning for industrial. What Mr. Stuckey is asking for is a portion of the R-1 to be rezoning to commercial C-3 along Highway 18, and then approximately half way up the property on Easley Lane. And the rest of the property remains the same.

Jeff Steiling (Chair): We're going to ask for city comments, Derrel if you would let us know the cities stance.

Derrel Smith (City Planner): Yes sir, we've reviewed this, it meets all six criteria of the rezoning request. So, we would recommend approval with the following stipulations, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Jeff Steiling: Do we have any comments from the community on this property? Yes, sir. If you would come up and state your name and address, and what your comments are.

Milford Cummings (Public): My name is Milford Cummings, I live at 1903 Easley Lane and all the people along there that I've talked to, they want to know what's going to built right in front of our house. And the last time I asked, they said they didn't know yet. Well, if you build a noisy factory there, it's going to ruin us. We can't sleep at nights, we sell our houses. So, we still want to know before you approve it, what's going to be there.

Jeff Steiling: Well, at this particular point, this commission is not charged with being able to ask what's going to be developed there. It's just a changing of the zoning to C-3 and there's a whole series of properties or developments that fit within a C-3 zoning. So, they would be able to build any of those items, but would have to ask for special permission, or special changes of use if they do something outside of that zoning.

Milford Cummings: That's what I was wondering. Does it get down to where they can build a factory there? Is it going to be a small business like thing?

Jeff Steiling: A factory would not fit in C-3.

Milford Cummings: Okay, that's the big thing, nobody along there wants a big noisy factory right in front of their house. And so, that's what we're mainly worried about, but we would want to know kind of what was going to be built there. So, we would know whether it was going to help us or hurt us.

Jeff Steiling: Right, I believe the bigger part of that property is already I-2. Is that correct John?

John Easley: The big part of the property is I-2 and we're not asking you for anything on that, for the C-3 areas the plan is to probably to split it up into individual lots.

Carol Duncan (City Attorney): John, would you come up to the mic?

John Easley: On the C-3 part along Easley Lane and along Hwy 18, those would more than likely be cut up into individual lots for small businesses. Support for the industrial area, commercial on Highway 18, but there won't be a factory in front of your house.

Jeff Steiling: Are there any comments or questions from Commission Members? No other comments, do we have a motion?

Dennis Zolper (Commission): Zolper, make a motion to approve the request as submitted. Subject to the stipulations.

Jim Little (Commission): Little, second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

Aye (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Nay (0)

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

8. Miscellaneous Items

9. Staff Comments

Jeff Steiling (Chair): Anybody else have any other business this evening?

Derrel Smith (City Planner): One thing, next week is our design week for our comprehensive plan, from Monday to Thursday. We have an open house on Monday and Thursday nights from 5 to 7:30. We'll also have working committees during that time. Feel free to drop by at any time. Take the survey, give us your opinions and we hope to see you all there. You can come at anytime but you know, if you get a chance come by. It's at the old YMCA over on Nettleton.

10. Adjournment

Meeting was adjourned.

OFFICIAL RECEIPT

Receipt Date 03/26/2026 09:38 AM
Receipt Print Date 03/26/2026

Receipt # 00274609
Batch # 00026.03.2026

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

Account/License/Permit/Category:	
CR	335.40
Detail:	
01-000-0150-00	
Proof of Publication 6904 E. Highland/Rezoning	335.40
Total	335.40

Payment Information:

Check	40973	335.40
Change		0.00

Associated Engineering and Testing/do not use
Customer #: 009931
103 S. Church

Jonesboro, AR 72403

Cashier: ALCooksey
Station: ALCOOKSEY

Agenda Date: **Version:** 1 **Status:** Third 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 C-2 TO C-3 FOR PROPERTY LOCATED AT 2005 EAST HIGHLAND DRIVE

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: C-2, Downtown Fringe Commercial District
To: C-3, General Commercial District,

That land described as follows:

LEGAL DESCRIPTION

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, THENCE SOUTH 89°35'32" WEST, ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 660.35 FEET TO A POINT; THENCE SOUTH 00°22'14" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 67.63 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00°22'14" WEST, A DISTANCE OF 959.77 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF GRANT AVENUE; THENCE NORTH 89°52'25" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 150.46 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAYING A CENTRAL ANGLE OF 03°47'01", A RADIUS OF 1,5J6.75 FEET, A CHORD BEARING OF SOUTH 88°12'44" WEST AND A CHORD DISTANCE OF 101.46 FEET, THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 101.48 FEET TO A POINT; THENCE SOUTH 88°44'24 WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 83.22 FEET TO A POINT;

HENCENORTH00°28'47" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 169.60 FEET TO A POINT; THENCE NORTH 00°07'44" EAST, A DISTANCE OF 222.50 FEET TO A POINT; THENCE NORTH 00°28'07" EAST, A DISTANCE OF 567.56 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHLAND DRIVE (ARKANSAS HIGHWAY 18); THENCE NORTH 89°11'36" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 334.80 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 321,234 SQ. FT. OR 7.37 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF- WAY 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.

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: ~~2/24/26~~ 3/10/26 Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: 2005 East Highland Drive, East of Bernard Street

Side of Street: South between Bernard Street and Caraway Road

Quarter: Northeast Section: 29 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: Commercial C-2 Proposed Zoning: Commercial C-3

Size of site (square feet and acres): 321.234 SF /7.37 Acres Street frontage (feet): 334' Highland

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: Highand Drive - asphalt (5 lanes), Grant Avenue - 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? Yes

If not, how would sewer service be provided? _____

Use of adjoining properties:

North Commercial C-3

South Commercial C-3

East Commercial C-3

West Commercial C-3

Physical characteristics of the site: Vacant lot - Old Malco Site

Characteristics of the neighborhood: Commercial Development.

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? C-2 Downtown Fringe Commercial District

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? To allow development of commercial office and retail development, which is not allowed within current zoning.

(3). If rezoned, how would the property be developed and used? To develop commercial office and retail space.

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? Commercial development with 7 lots. Density not determined at this time.

(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 commercial development.

(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 adversly affect any of the above.

(10). How long has the property remained vacant? +/- 20 years

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? 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: East Arkansas Area Agency on Aging

Address: 2005 East Highland Drive

City, State: Jonesboro, AR ZIP 72402

Telephone: 870 930 7700

Facsimile: 870 930 7709

Signature: Kristie Landis

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

Name: Kristie Landis

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.

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, March 10, 2026 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: East Arkansas Area Agency on Aging DATE: February 17, 2026

DESCRIPTION OF REQUESTED USE: From existing C-2, Downtown Fringe Commercial District to C-3, General Commercial District

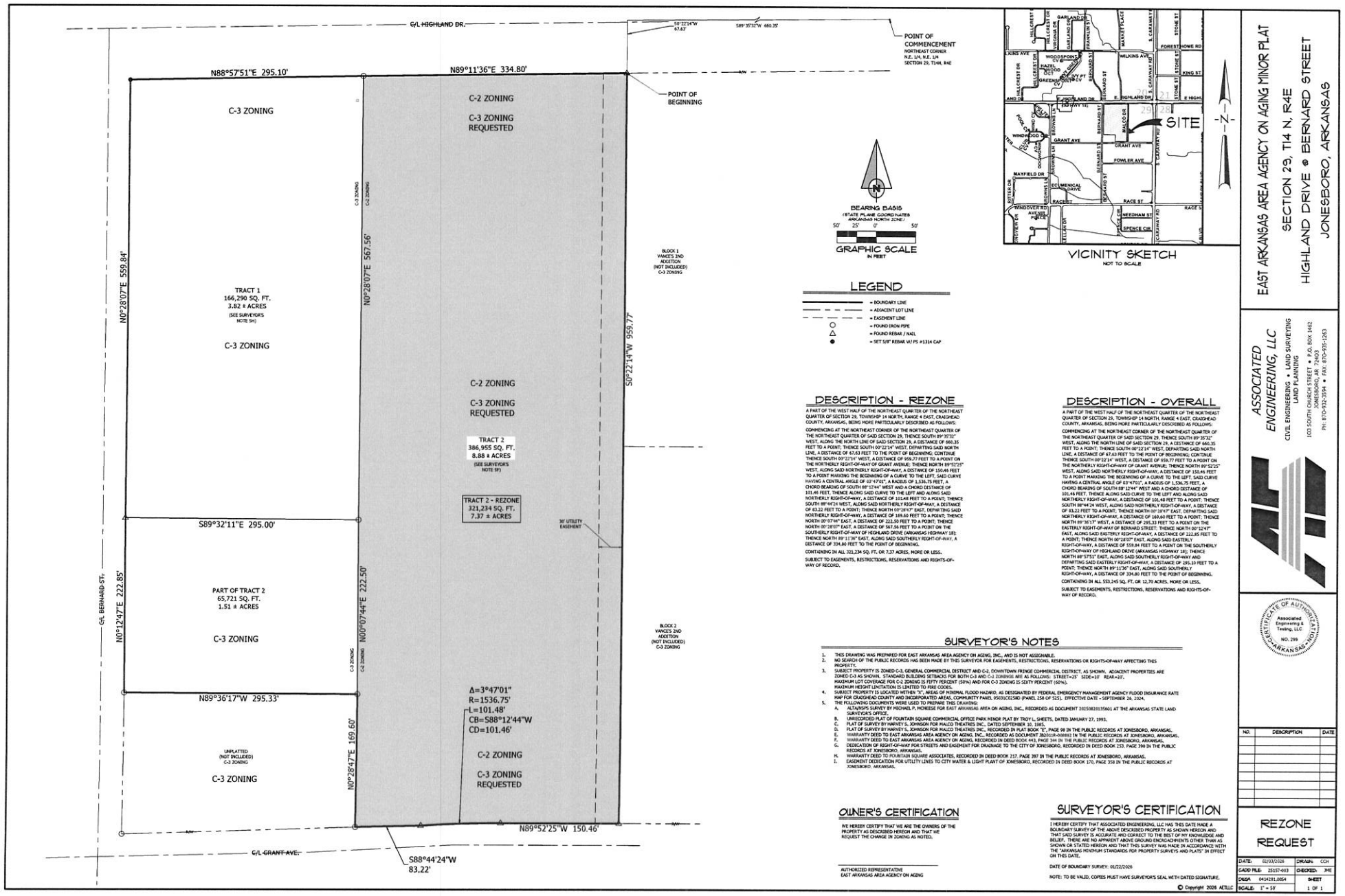
LOCATION OF REQUESTED USE: 2005 East Highland Drive, East of Bernard Street

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.



DESCRIPTION - REZONE

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, THENCE SOUTH 89° 35'32" WEST, ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 660.35 FEET TO A POINT; THENCE SOUTH 00°22'24" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 67.63 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00°22'14" WEST, A DISTANCE OF 959.77 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF GRANT AVENUE; THENCE NORTH 89°52'25" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 150.46 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 03°47'01", A RADIUS OF 1,536.75 FEET, A CHORD BEARING OF SOUTH 88°12'44" WEST AND A CHORD DISTANCE OF 101.46 FEET; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 101.48 FEET TO A POINT; THENCE SOUTH 88°44'24 WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 83.22 FEET TO A POINT; THENCE NORTH 00°28'47" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 169.60 FEET TO A POINT; THENCE NORTH 00°07'44" EAST, A DISTANCE OF 222.50 FEET TO A POINT; THENCE NORTH 00°28'07" EAST, A DISTANCE OF 567.56 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHLAND DRIVE (ARKANSAS HIGHWAY 18); THENCE NORTH 89°11'36" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 334.80 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 321,234 SQ. FT, OR 7.37 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION - OVERALL

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, THENCE SOUTH 89° 35'32" WEST, ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 660.35 FEET TO A POINT; THENCE SOUTH 00°22'14" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 67.63 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00°22'14" WEST, A DISTANCE OF 959.77 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF GRANT AVENUE; THENCE NORTH 89°52'25" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 150.46 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 03°47'01", A RADIUS OF 1,536.75 FEET, A CHORD BEARING OF SOUTH 88°12'44" WEST AND A CHORD DISTANCE OF 101.46 FEET; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 101.48 FEET TO A POINT; THENCE SOUTH 88°44'24 WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 83.22 FEET TO A POINT; THENCE NORTH 00°28'47" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 169.60 FEET TO A POINT; THENCE NORTH 89°36'17" WEST, A DISTANCE OF 295.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF BERNARD STREET; THENCE NORTH 00°12'47" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 222.85 FEET TO A POINT; THENCE NORTH 00°28'07" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 559.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHLAND DRIVE (ARKANSAS HIGHWAY 18); THENCE NORTH 88°57'51" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY AND DEPARTING SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 295.10 FEET TO A POINT; THENCE NORTH 89°11'36" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 334.80 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 553,245 SQ. FT. OR 12.70 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S NOTES

1. THIS DRAWING WAS PREPARED FOR EAST ARKANSAS AREA AGENCY ON AGING, INC., AND IS NOT ASSIGNABLE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS SURVEYOR FOR EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY AFFECTING THIS PROPERTY;
3. SUBJECT PROPERTY IS ZONED C-3, GENERAL COMMERCIAL DISTRICT AND C-2, DOWNTOWN FRINGE COMMERCIAL DISTRICT, AS SHOWN, ADJACENT PROPERTIES ARE ZONED C-3 AS SHOWN. STANDARD BUILDING SETBACKS FOR BOTH C-3 AND C-2 ZONINGS ARE AS FOLLOWS: STREET=25' SIDE=10' REAR=20'. MAXIMUM LOT COVERAGE FOR C-2 ZONING IS FIFTY PERCENT (50%) AND FOR C-3 ZONING IS SIXTY PERCENT (60%). MAXIMUM HEIGHT LIMITATION IS LIMITED TO FIRE CODES.
4. SUBJECT PROPERTY IS LOCATED WITHIN "X", AREAS OF MINIMAL FLOOD HAZARD, AS DESIGNATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR CRAIGHEAD COUNTY AND INCORPORATED AREAS, COMMUNITY PANEL 05031C0230D (PANEL 230 OF 525), EFFECTIVE DATE - SEPTEMBER 26, 2024.
5. THE FOLLOWING DOCUMENTS WERE USED TO PREPARE THIS DRAWING:
   - A. ALTA/NSPS SURVEY BY MICHAEL P. MCNEESE FOR EAST ARKANSAS AREA ON AGING, INC., RECORDED AS DOCUMENT 20250820135601 AT THE ARKANSAS STATE LAND SURVEYOR'S OFFICE.
   - B. UNRECORDED PLAT OF FOUNTAIN SQUARE COMMERICAL OFFICE PARK MINOR PLAT BY TROY L. SHEETS, DATED JANUARY 27, 1993.
   - C. PLAT OF SURVEY BY HARVEY S. JOHNSON FOR MALCO THEATRES INC., DATED SEPTEMBER 10, 1985.
   - D. PLAT OF SURVEY BY HARVEY S. JOHNSON FOR MALCO THEATRES INC., RECORDED IN PLAT BOOK "E", PAGE 98 IN THE PUBLIC RECORDS AT JONESBORO, ARKANSAS.
   - E. WARRANTY DEED TO EAST ARKANSAS AREA AGENCY ON AGING, INC., RECORDED AS DOCUMENT 2020108-008863 IN THE PUBLIC RECORDS AT JONESBORO, ARKANSAS.
   - F. WARRANTY DEED TO EAST ARKANSAS AREA AGENCY ON AGING, RECORDED IN DEED BOOK 443, PAGE 344 IN THE PUBLIC RECORDS AT JONESBORO, ARKANSAS.
   - G. DEDICATION OF RIGHT-OF-WAY FOR STREETS AND EASEMENT FOR DRAINAGE TO THE CITY OF JONESBORO, RECORDED IN DEED BOOK 233, PAGE 398 IN THE PUBLIC RECORDS AT JONESBORO, ARKANSAS.
   - H. WARRANTY DEED TO FOUNTAIN SQUARE ASSOCIATES, RECORDED IN DEED BOOK 217 PAGE 287 IN THE PUBLIC RECORDS AT JONESBORO, ARKANSAS.
   - I. EASEMENT DEDICATION FOR UTILITY LINES TO CITY WATER & LIGHT PLANT OF JONESBORO, RECORDED IN DEED BOOK 170, PAGE 358 IN THE PUBLIC RECORDS AT JONESBORO, ARKANSAS.

OWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY AS DESCRIBED HEREON AND THAT WE REQUEST THE CHANGE IN ZONING AS NOTED.

AUTHORIZED REPRESENTATIVE
EAST ARKANSAS AREA AGENCY ON AGING

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING, LLC HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS OTHER THAN AS SHOWN OR STATED HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS" IN EFFECT ON THIS DATE.

DATE OF BOUNDARY SURVEY: 01/22/2026

NOTE: TO BE VALID, COPIES MUST HAVE SURVEYOR'S SEAL WITH DATED SIGNATURE.

© Copyright 2026 ACELLC

EAST ARKANSAS AREA AGENCY ON AGING MINOR PLAT

SECTION 29, T14 N, R4E

HIGHLAND DRIVE @ BERNARD STREET

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

Associated Engineering & Testing, LLC
NO. 299
CERTIFICATE OF AUTHORIZATION
ARKANSAS

NO.	DESCRIPTION	DATE

REZONE REQUEST

DATE:	02/03/2026	DRAWN:	CCH
CADD FILE:	25157-003	CHECKED:	JME
DWG#	04342R1.DWG	SHEET	
SCALE:	1" = 50'		1 OF 1

4/30

JB2011R-008892 4
JB2011R-008892
ANN HUDSON
CRAIGHEAD COUNTY
RECORDED ON:
06/09/2011 02:52PM
BY Seth Neata ,D. C.

Please Return To:

Lenders Title Company
2207 Fowler Avenue
Jonesboro, AR 72401

11-059230-300

ARKANSAS DOCUMENTARY $1100 75760
ARKANSAS DOCUMENTARY $550 140910

FOR RECORDER'S USE ONLY

ARKANSAS DOCUMENTARY $220 044025
ARKANSAS DOCUMENTARY $110 062469
ARKANSAS DOCUMENTARY $3.30 689237
ARKANSAS DOCUMENTARY $16.50 383268

WARRANTY DEED
(CORPORATION)

ARKANSAS DOCUMENTARY $1100 75766
ARKANSAS DOCUMENTARY $1100 75761
ARKANSAS DOCUMENTARY $1100 75762
ARKANSAS DOCUMENTARY $1100 75763
ARKANSAS DOCUMENTARY $1100 75764

KNOW ALL MEN BY THESE PRESENTS:

That, MALCO THEATRES, INC. and HRM ENTERPRISES, INC., collectively, Grantor, both corporations organized under and by virtue of the laws of the State of Arkansas, by and through their Presidents, duly authorized by proper resolution of the Board of Directors, for and in consideration of the sum of ---TEN AND 00/100 ---- DOLLARS ---- ($10.00) and other good and valuable consideration, in hand paid by EAST ARKANSAS AREA AGENCY ON AGING, INC., Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Grantee and unto its successors and assigns forever, the following described land, situated in the County of Craighead and the State of Arkansas, to-wit:

ARKANSAS DOCUMENTARY $1100 75765

SEE ATTACHED EXHIBIT 'A'

Subject to existing assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, of record, if any, including but not limited to the non-exclusive ingress-egress and parking rights over the hereinabove described property granted in the Warranty Deed of record in the Circuit Clerk's Office of Craighead County, AR in Deed Book 443, Page 397.

The following covenant and restriction is a part of this Deed, shall run with the land and shall bind the successors and assigns of the Grantee forevermore: The hereinabove described property and any improvements thereon may not be used for the operation of a commercial theatre or theatre exhibiting motion pictures.

F:\Melody\Malco\Jonesboro\Warranty Deed.doc

TO HAVE AND TO HOLD the above described lands unto the Grantee(s) and unto its successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And the Grantor hereby covenants with the Grantee(s) that it will forever warrant and defend the title to the above described lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of each Grantor is hereunto affixed by its duly authorized officer and its seal affixed this 7 day of June, 2011.

MALCO THEATRES, INC.

By: _____
Stephen P. Lightman, President

HRM ENTERPRISES, INC.

By: _____
Robert T. Levy, President

I hereby certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

Grantee or Agent:

_____
East Arkansas Area Agency on Aging, Inc.

Grantee's Address:

P.O. Box 5035
Jonesboro, AR 72403-5035

F:\Melody\Malco\Jonesboro\Warranty Deed.doc

ACKNOWLEGEMENT

STATE OF TENNESSEE)
) SS.
COUNTY OF SHELBY)

BE IT REMEMBERED that on this 7th day of June, 2011, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Stephen P. Lightman, to me personally well known (or satisfactorily proven to be), who stated that he is the President of Malco Theatres, Inc., a corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7th day of June, 2011.

Dianne G. Fortner
Notary Public

My Commission Expires: _____

DIANNE G. FORTNER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. APRIL 6, 2014

STATE OF TENNESSEE)
) SS.
COUNTY OF SHELBY)

BE IT REMEMBERED that on this 7th day of June, 2011, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Robert T. Levy, to me personally well known (or satisfactorily proven to be), who stated that he is the President of HRM Enterprises, Inc., a corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7th day of June, 2011.

Dianne G. Fortner
Notary Public

My Commission Expires: _____

DIANNE G. FORTNER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. APRIL 6, 2014

F:\Melody\Malco\Jonesboro\Warranty Deed.doc

EXHIBIT "A"

Part of the West Half of the Northeast Quarter of the Northeast Quarter of Section 29, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows: Commencing at the Northeast corner of Section 29, Township 14 North, Range 4 East; thence West along the section line a distance of 660.10 feet; thence South 00 degrees 47' West a distance of 62.30 feet to the South right of way line of Highland Drive to the Northeast property corner and the point of beginning; thence South 0 degrees 47' West a distance of 958.00 feet to the Southeast property corner on the North line of Grant Avenue; thence North 89 degrees 18' 30" West along said right of way line a distance of 150.55 feet to a point; thence along a curve to the left (Rad.=1586.50, Chd.= South 88 degrees 50' 45" West 102.20 feet) a distance of 102.22 feet to a point; thence South 87 degrees 00' 00" West a distance of 82.77 feet to the Southwest property corner; thence North 0 degrees 49' East a distance of 169.86 feet to a point; thence North 89 degrees 11' West a distance of 295.00 feet to a found iron pin on the East line of Bernard Street; thence North 0 degrees 49' East along said East line a distance of 222.46 feet to a found iron pin; thence South 89 degrees 11' East a distance of 295.00 feet to a found iron pin; thence North 0 degrees 49' East a distance of 567.66 feet to a found iron pin in the South line of Highland Drive; thence North 89 degrees 33' 30" East along said South line a distance of 334.80 feet to the point of beginning, containing 8.863 acres, more or less.

9589 0710 5270 1698 9419 62

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Brookland, AR 72417

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

Postmark Here
FEB 27 2026
02/27/2026
JONESBORO AR 72401
HATTIE CARAWAY STATION

Sent To
Street and Apt. No.
City, State, ZIP+4®

GAMBLE LAND COMPANY, LLC &
MATH INVESTMENTS, LLC
24 CRAIGHEAD 912
BROOKLAND, AR 72417

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

9589 0710 5270 1698 9419 17

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Brooklyn, NY 11234

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

Postmark Here
FEB 27 2026
02/27/2026
JONESBORO AR 72401
HATTIE CARAWAY STATION

BERNARD COURT MS REALTY, LLC
3119 QUENTIN ROAD
BROOKLYN, NY 11234-4234

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

9589 0710 5270 1698 9419 00

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Brookland, AR 72417

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

Postmark Here
FEB 27 2026
02/27/2026
JONESBORO AR 72401
HATTIE CARAWAY STATION

Sent To
Street and Apt. No.
City, State, ZIP+4®

NORTHROCK PARTNERS, LLC
24 CRAIGHEAD 912
BROOKLAND, AR 72417

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

9589 0710 5270 1698 9417 26

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Walnut Ridge, AR 72476

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

Postmark Here
FEB 27 2026
02/27/2026
JONESBORO AR 72401
HATTIE CARAWAY STATION

Sent To
Street and Apt. No.
City, State, ZIP+4®

CAVENAUGH PROPERTIES, LLC
P.O. BOX 429
WALNUT RIDGE AR 72476-0429

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

9589 0710 5270 1698 9417 33

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

Postmark Here
FEB 27 2026
02/27/2026
JONESBORO AR 72401
HATTIE CARAWAY STATION

ELITE 412 REAL ESTATE, LLC
1000 WINDOVER, SUITE "C"
JONESBORO, AR 72401

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

9589 0710 5270 1698 9417 40

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$
☐ Return Receipt (electronic)	$
☐ Certified Mail Restricted Delivery	$
☐ Adult Signature Required	$
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

Postmark Here
FEB 27 2026
02/27/2026
JONESBORO AR 72401
HATTIE CARAWAY STATION

EAST ARK. AREA AGENCY ON AGING
2005 EAST HIGHLAND DRIVE
JONESBORO AR 72401

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

9589 0710 5270 1698 9417 57

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Springdale, AR 72766

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees *(check box, add fee as appropriate)*	
☐ Return Receipt (hardcopy)	$ $0.78
☐ Return Receipt (electronic)	$ $0
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	
$	$0.78
Total Postage and Fees	
$	$10.48

Postmark Here

FEB 27 2026

02/27/2026

RNR INVESTMENTS, LLC
P.O. BOX 8140
SPRINGDALE, AR 71766-8140

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

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-03

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on March 10, 2026

REQUEST: To consider a rezoning of 2005 East Highland Drive, East of Bernard St

PURPOSE: A request to consider recommendation to Council for a rezoning from "C-2", downtown fringe commercial district, to "C-3" general commercial district

APPLICANT: **Kristie Lands**

LOCATION: 2005 East Highland Dr

SITE DESCRIPTION: **Total Size:** Approx. 7.37 Acre- 321,234 S.F.
Street Frontage: Approx. 334' ft along Bernard St

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

Physical Characteristics of the Site: Vacant Lot

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-3
South	C-3
East	C-3
West	C-3

HISTORY:

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as High Intensity Growth Sector.

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.

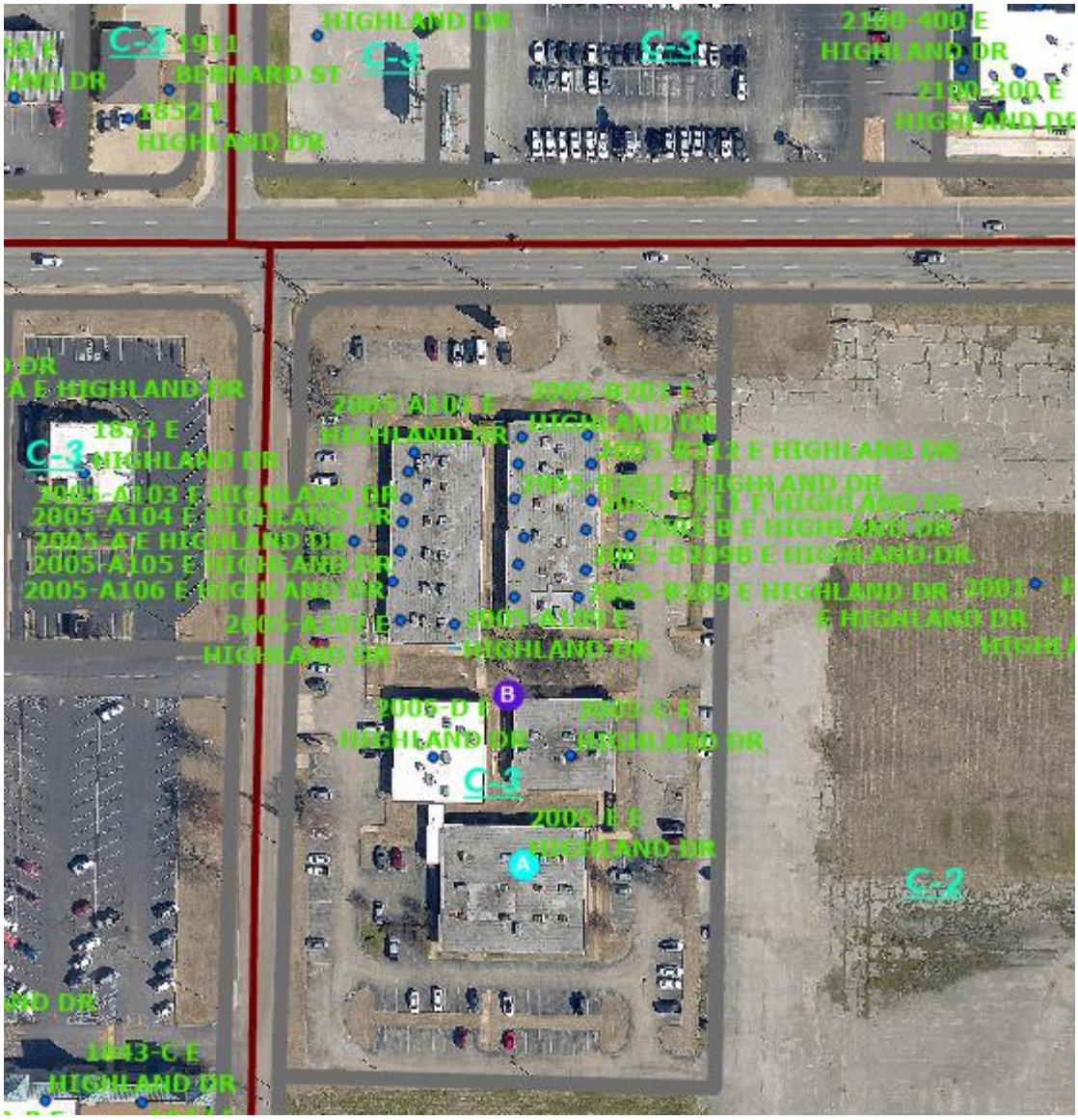
Typical Land Uses:

- 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.


C-3
C-2
HIGHLAND DR
2100-400 E
HIGHLAND DR
2100-300 E
HIGHLAND DR
1911
BERNARD ST
1852 E
HIGHLAND DR
1833 E
HIGHLAND DR
2005-A103 E HIGHLAND DR
2005-A104 E HIGHLAND DR
2005-A E HIGHLAND DR
2005-A105 E HIGHLAND DR
2005-A106 E HIGHLAND DR
2005-A107 E
HIGHLAND DR
2005-A E
HIGHLAND DR
2005-B E HIGHLAND DR
2005-B209 E HIGHLAND DR
2006-D E
HIGHLAND DR
2006-C E
HIGHLAND DR
2006-E E
HIGHLAND DR
1843-C E
HIGHLAND DR
A
B

Land Use Map

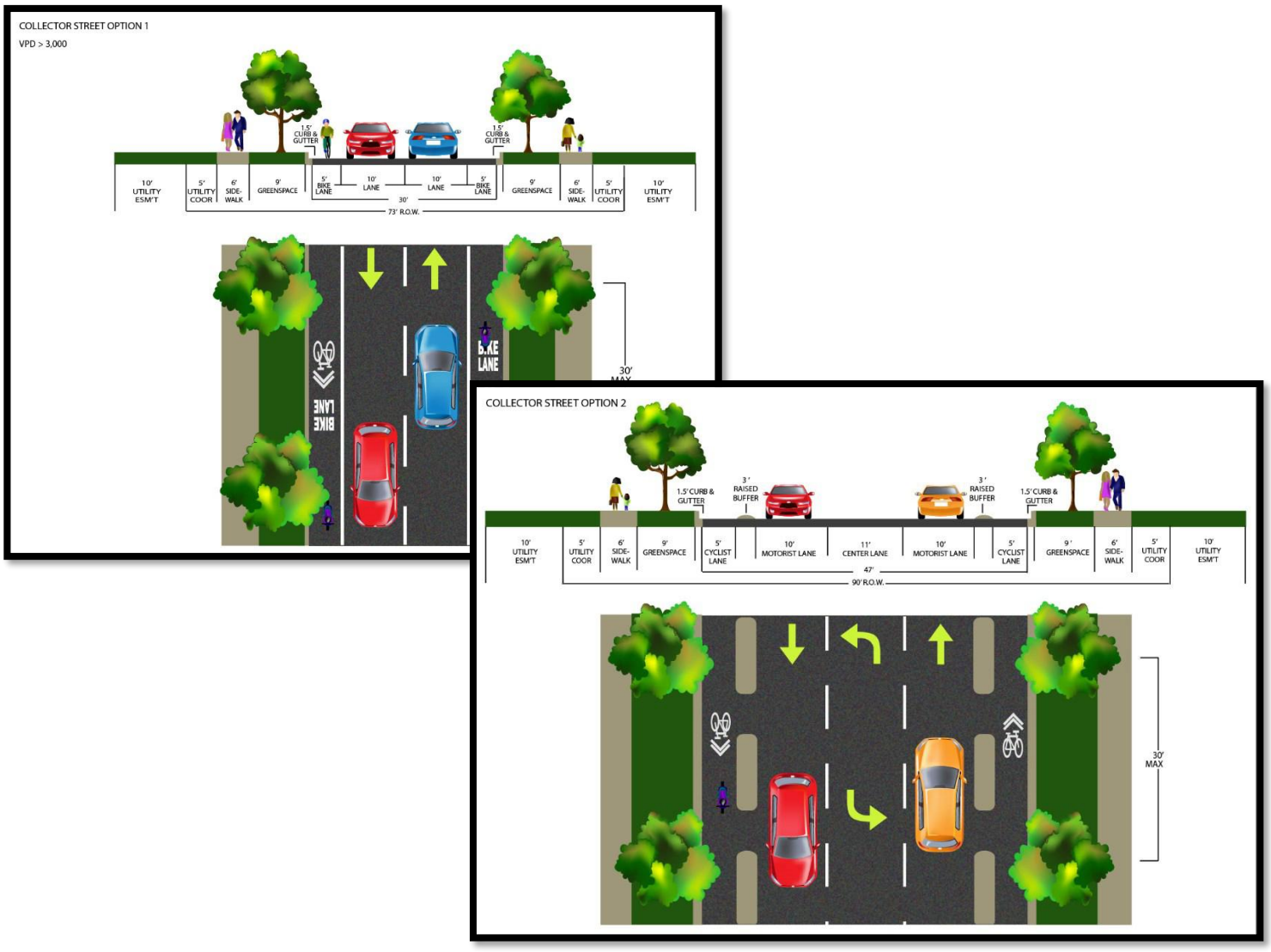
Master Street Plan/Transportation

The subject property will be served by Bernard St. The Master Street Plan classifies Bernard St as a Collector Street.

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

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

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



Approval Criteria- Chapter 117 - Amendments:

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

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

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "C-2", downtown fringe commercial district. The applicant is applying for a rezoning to allow C-3 general commercial 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 C-3 as follows:

C-3, general commercial district. The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
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-26-04 ; a request to rezone property "C-2", downtown fringe commercial district, to "C-3" general commercial District. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

.

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

****

Sample Motion:
I move that we place Case: RZ 26-04 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 "C-2", downtown fringe commercial district, to "C-3" general commercial District., will be compatible and suitable with the zoning, uses, and character of the surrounding area.

MAPC Meeting March 10th, 2026

1. Call to order

2. Roll Call

Present (7): Dennis Zolper, Jim Little, Jimmy Cooper, Monroe Pointer, Kevin Bailey, Stephanie Nelson, Lonnie Roberts

Absent (2): Jeff Steiling, Paul Ford

3. Approval of minutes

MIN-26:023 MINUTES February 10th, 2025 MAPC

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

Aye (7): Dennis Zolper, Jim Little, Jimmy Cooper, Monroe Pointer, Kevin Bailey, Stephanie Nelson, Lonnie Roberts

Nay (0)

Absent (2): Jeff Steiling, Paul Ford

4. Preliminary Subdivisions

6. Conditional Use

7. Rezonings

RZ-26-04 **Rezoning: 2005 East Highland Dr**

The Applicant Kristie Lands is requesting a rezoning of the property 2005 East Highland Drive from C-2 to C-3.

Lonnie Roberts (Chair): Do we have the proponent for this item?

John Easley (Proponent): John Easley with Associated Engineering on behalf of East Arkansas Planning. The current site we have is what was the old Malco movie theater and parking lot, it's

currently zoned C-2, and we're asking for it to be changed to C-3 to fit in with the adjacent property and overall neighborhood.

Lonnie Roberts: Okay, and I think you said yesterday this will all be at least temporarily zoned into one plat once we're finished.

John Easley: Yeah.

Lonnie Roberts: Okay. City Planner do you have staff comments on this one?

Derrel Smith (City Planner): Yes, sir. We do. We reviewed it and it meets all six of the rezoning criteria. So, we would recommend approval with the following requirements, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay, and with this being a rezoning, I'll open up for public comments or questions. If not, I'll open up for commissioners, any questions or comments for the city or the proponent?

Commission: I make a motion to approve.

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

Commission: Second.

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

Aye (6): Dennis Zolper, Jim Little, Jimmy Cooper, Monroe Pointer, Kevin Bailey, Stephanie Nelson

Nay (0)

Absent (2): Jeff Steiling, Paul Ford

8. Miscellaneous Items

9. Staff Comments

Lonnie Roberts (Chair): City planner do you have any staff comments?

Derrel Smith (City Planner): We had a rezoning that went out, it was published to be meeting today but we did not get all the notifications out so we had to reschedule. So, we will make those notifications and let everyone know it will be rescheduled. We need to find out if we're going to have a quorum for the March 24th meeting since that is the week of Spring Break and we know that several members are already going to be out, so let me know. How many of you are planning to be here on March the 24th?

Lonnie Roberts: We need to reach out to Ford and Steiling.

Derrel Smith: So, right now, if everybody, all five of them show up, we'll have a quorum. I'll reach out to the other two and we'll let you know if we will actually be able to have the meeting or not. Hopefully, we should know by the end of this week. The other thing is Design Week starts for the Comprehensive Plan and Master Street Plan, from March 30th through April the 4th at the old YMCA building. So, please come out and give your input. It will be all day sessions. If you're on the steering committee there will be a session just for that and there will be sessions for the public to come in. So, it'll basically be a four day event and we'll be out there hopefully to get everybody's comments so that we can provide a comprehensive growth plan that reflects the city.

Commission: Derrel, what time does that start?

Derrel Smith: They will be all day events. We're going to start in the mornings with some and there will be meetings and different things. I'll send out the ones open to everybody, I'll send you the times and dates on the whole.

Commission: Okay, thank you.

10. Adjournment

Meeting was adjourned.

OFFICIAL RECEIPT

Receipt Date 03/12/2026 09:53 AM — Receipt # 00274012
Receipt Print Date 03/12/2026 — Batch # 00012.03.2026

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

Account/License/Permit/Category:	
CR	351.00
Detail:	
01-000-0150-00	
Proof of Publication 2005 E	
Highland Dr Rezonning	351.00
Total	351.00

Payment Information:

Check	40959	351.00
Change		0.00

Assocaited Engineering & Testi
Customer #: 000000

,

Cashier: ALCooksey
Station: ALCOOKSEY

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: COM-26:020

Agenda Date: 4/21/2026 **Version:** 1 **Status:** To Be Introduced

In Control: City Council **File Type:** Other Communications

FEBRUARY 2026 FINANCIAL STATEMENTS

City of Jonesboro
Financial Statements Overview
February 2026

Overview of State Mandated Funds

Benchmark 83.33%

General Fund

Beginning Fund Balance:	*$ 13,550,778*	*$ 13,550,778*

General Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 11,758,481	$ 63,439,709	$ 51,681,228	81.5%
Expense	12,316,461	65,179,119	52,862,658	81.1%
Surplus (Deficit)	$ (557,980)	$ (1,739,410)	$ (1,181,431)	
Fund Balance Actual/Projected:	*$ 12,992,798*	*$ 11,811,368*		

Street Fund

Beginning Fund Balance:	*$ 203,404*	*$ 203,404*

Street Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 1,359,169	$ 9,411,370	$ 8,052,201	85.6%
Expense	1,277,151	7,813,244	6,536,093	83.7%
Surplus (Deficit)	$ 82,018	$ 1,598,126	$ 1,516,108	
Fund Balance Actual/Projected:	*$ 285,421*	*$ 1,801,530*		

Overview of Select Budget Variances

Select Data - Year to Date	Actual	Budget	$ Variance	% Variance
Revenue				
Sales Tax (Combined)	$ 8,752,642	$ 8,729,877	$ 22,765	0.3%
** State Turnback (Combined)	1,268,134	1,370,301	(102,167)	-7.5%
Expense				
Overlays	-	3,556,875	(3,556,875)	-100%
Fuel Purchases	164,146	238,371	(74,225)	-31%

Overview of Select Prior Year Variances

Select Data - Year to Date	Current Year	Prior Year	$ Change	% Change
Revenue				
Franchise Fee	$ 417,003	$ 408,639	$ 8,364	2%
A&P Prepared Foods	1,064,221	1,118,415	(54,194)	-5%
A&P Original 3%	133,551	139,033	(5,482)	-4%
A&P Additional 1%	44,517	46,344	(1,827)	-4%
Alcohol Beverage Tax	123,166	116,436	6,730	6%

** State Turnback revenue returns for January were impacted Statewide due to a $17 million motor fuel refund processed by DF&A for a large fuel retailer.

Table of Contents

Page Number	Page Description
1	Financial Statements Overview
2	**Table of Contents**
3	Schedule of Changes in FB and Required Reserve
4	Schedule of Changes in Restricted Fund Balances
5	Schedule of Revenue vs. Expense (All Funds)
6	Schedule of O&M Departmental Overview
7	Schedule of Interest Earnings & Deposit Collateralization
8-10	Sales Tax Reports
11-13	State Turnback Reports
14	Fuel Purchase Report
15	Franchise Tax Report
16-17	Advertising and Promotion Funds Report
19	Alcoholic Beverage Tax Report
20	Fixed Asset Report
21	Non-Uniform Retirement Report - 401(a) & 457(b)
22	Non-Uniform Pension Report - Defined Benefit
23	Schedule of ARPA Revenue Replacement Fund
24	Schedule of Capital Improvement Projects
25	Schedule of Capital Improvement Revenue Bond
26	Schedule of Depreciation Fund
27	New Business Report

City of Jonesboro, Arkansas
Schedule of Changes in FB and Required Reserve
February 2026

Changes in Fund Balance- Cash Basis

State Mandated Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
General	$ 13,550,778	$ 11,758,481	$ 12,316,461	$ (557,980)	$ 12,992,798
Street	203,404	1,359,169	1,277,151	82,018	285,421
Total	**$ 13,754,182**	**$ 13,117,650**	**$ 13,593,612**	**$ (475,962)**	**$ 13,278,219**

Other Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
Restricted	$ 6,316,639	$ 346,060	$ 330,945	$ 15,115	$ 6,331,754
E-911	(109,684)	7,373	433,428	(426,055)	(535,739)
Federal Grants	846,885	43,906	56,728	(12,821)	834,064
Non-Federal Grants	8,193	-	13,405	(13,405)	(5,213)
Community Development Block Grant (CDBG)	5,404	193,423	150,440	42,983	48,387
Metropolitan Planning Organization (MPO)	45,032	74,103	28,979	45,124	90,156
GOJO (Previously known as JETS)	(734,876)	721,492	987,894	(266,402)	(1,001,279)
Depreciation Fund	6,100,900	11,055	2,614,361	(2,603,306)	3,497,594
Capital Improvement Fund	8,301,383	304,550	1,142,241	(837,691)	7,463,692
Advertising & Promotion 3%	318,065	135,499	188,329	(52,830)	265,235
Advertising & Promotion 1%	92,456	44,969	-	44,969	137,425
Advertising & Promotion Prepared Foods	7,448,389	1,094,268	1,082,919	11,349	7,459,738
Total	**$ 28,638,786**	**$ 2,976,699**	**$ 7,029,669**	**$ (4,052,970)**	**$ 24,585,816**

All Funds Totals	**$ 42,392,968**	**$ 16,094,349**	**$ 20,623,282**	**$ (4,528,932)**	**$ 37,864,035**

Reserve Analysis

Description	Fund Balance	Less: Required Reserve	Available Reserves
General Fund	$ 12,992,798		12,992,798
Street Fund	285,421		285,421
Depreciation Fund	3,497,594		3,497,594
Capital Improvement Fund	7,463,692		7,463,692
Combined Fund Balances	$ 24,239,506	$ (9,776,868)	$ 14,462,638

*The Required Reserve is established as 15% of General Fund Current Budget Expenditures.

City of Jonesboro, Arkansas
Schedule of Changes in Restricted Fund Balances
February 2026

Changes in Fund Balance- Cash Basis

Restricted Funds		*Activity Reflecting Changes in Fund Balance*			
Description	**Beginning Fund Balances**	**Year to Date Revenues**	**Year to Date Expenditures**	**Surplus (Deficit)**	**Ending Fund Balances**
ARPA Revenue Replacement-Building Demo	$ (47,344)	$ -	$ 152	$ (152)	$ (47,496)
ARPA Revenue Replcmnt-Mosquito Abatement	139,604	-	-	-	139,604
ARPA Revenue Replacement-RAC Aquatic	3,200,000	-	-	-	3,200,000
ARPA Revenue Replacement-Humanitarian	169,997	-	23,606	(23,606)	146,391
ARPA Revenue Replacement-Comp Growth Plan	733,805	-	71,623	(71,623)	662,182
ARPA Revenue Replacement-Building Code Study	93,970	-	27,866	(27,866)	66,104
ARPA Revenue Replcmnt-Tornado Siren Upgrade	261,261	-	-	-	261,261
ARPA Revenue Replacement-Remaining Approp	321,460	-	-	-	321,460
Insurance Proceeds	192,416	-	-	-	192,416
Perpetual Cemetery	582,716	6,095	1,100	4,995	587,711
Fire Act 833	67,140	-	21,157	(21,157)	45,983
Employee Benefit	83,467	-	-	-	83,467
DARE	70,297	900	1,183	(283)	70,015
In Lieu of Sidewalk	210,407	-	-	-	210,407
Dog Park Donations	27,608	-	-	-	27,608
K-9 Acquisition	8,980	-	-	-	8,980
Police Suspense	14,635	-	-	-	14,635
Animal Control Donations	25,327	245	-	245	25,572
Exchange for Services A&P	24,000	10,000	-	10,000	34,000
Abatement	5,626	-	-	-	5,626
Museum - E Boone Watson	300	-	-	-	300
Winter Wonderland	4,464	-	-	-	4,464
Public Safety Surveillance Equip	8,000	5,000	-	5,000	13,000
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	-	294,094	143,374	150,720	150,720
MYAC	337	-	-	-	337
State Asset Forfeiture	72,571	25,656	1,713	23,943	96,514
Federal Asset Forfeiture	39,840	-	17,191	(17,191)	22,649
Keep Jonesboro Beautiful	(156)	-	18,479	(18,479)	(18,636)
Downtown Jonesboro Imp. District	0	4,070	3,501	569	570
Total	**$ 6,316,640**	**$ 346,060**	**$ 330,945**	**$ 15,115**	**$ 6,331,754**

City of Jonesboro
Schedule of Revenue vs. Expense
February 2026

State Mandated Funds

Operation and Maintenance (O&M)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 11,728,654	$ 63,260,747	$ 51,532,093
	Expense	12,316,461	65,179,119	52,862,658
Street	*Revenue*	1,357,017	9,411,370	8,054,353
	Expense	1,277,151	6,741,994	5,464,843
Total	***Revenue***	**$ 13,085,671**	**$ 72,672,117**	**$ 59,586,446**
	Expense	**13,593,612**	**71,921,113**	**58,327,501**
	Surplus/(Deficit)	**$ (507,941)**	**$ 751,004**	**$ 1,258,945**

Capital Improvement (C.I.)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 29,827	$ 178,962	$ 149,135
	Expense	-	-	-
Street	*Revenue*	2,152	-	(2,152)
(Includes STIP)	*Expense*	-	1,071,250	1,071,250
Total	***Revenue***	**$ 31,979**	**$ 178,962**	**$ 146,983**
	Expense	**-**	**1,071,250**	**1,071,250**
	Surplus/(Deficit)	**$ 31,979**	**$ (892,288)**	**$ (924,267)**

Total O&M and C.I.				
	Revenue	**$ 13,117,650**	**$ 72,851,079**	**$ 59,733,429**
	Expense	**13,593,612**	**72,992,363**	**59,398,751**
	Surplus/(Deficit)	**$ (475,962)**	**$ (141,284)**	**$ 334,678**

Other Funds

Other Funds		YTD Actual	Total Bud/Avail	$ Remaining
Restricted	*Revenue*	$ 346,060	$ 2,505,750	2,159,690
	Expense	330,945	2,846,014	2,515,069
E-911	*Revenue*	7,373	1,676,457	1,669,084
	Expense	433,428	2,411,580	1,978,152
Federal Grants	*Revenue*	43,906	-	(43,906)
	Expense	56,728	-	(56,728)
Non-Federal Grants	*Revenue*	-	101,056	101,056
	Expense	13,405	101,056	87,651
CDBG	*Revenue*	193,423	696,320	502,897
	Expense	150,440	696,320	545,880
MPO	*Revenue*	74,103	199,847	125,744
	Expense	28,979	199,847	170,868
JETS	*Revenue*	721,492	4,089,825	3,368,333
	Expense	987,894	4,089,825	3,101,931
Depreciation Fund	*Revenue*	11,055	-	(11,055)
	Expense	2,614,361	4,376,186	1,761,825
Capital Improvement Fund	*Revenue*	304,550	-	(304,550)
	Expense	1,142,241	14,679,429	13,537,188
A&P 3%	*Revenue*	135,499	933,700	798,201
	Expense	188,329	970,264	781,936
A&P 1%	*Revenue*	44,969	311,063	266,094
	Expense	-	-	-
A&P PF%	*Revenue*	1,094,268	6,682,000	5,587,732
	Expense	1,082,919	7,253,050	6,170,131
Total	***Revenue***	**$ 2,976,699**	**$ 17,196,018**	**$ 14,219,319**
	Expense	**7,029,669**	**37,623,571**	**30,593,902**
	Surplus/(Deficit)	**$ (4,052,970)**	**$ (20,427,553)**	**$ (16,374,583)**

All Funds (Combined)		YTD Actual	Total Bud/Avail	$ Remaining
Grand Total	*Revenue*	$ 16,094,349	$ 90,047,097	$ 73,952,748
	Expense	20,623,282	110,615,934	89,992,653
	Surplus/(Deficit)	$ (4,528,932)	$ (20,568,837)	$ (16,039,905)

City of Jonesboro
Schedule of O&M Departmental Overview
February 2026

O&M Departmental Overview

General Fund

Department		YTD Actual	Total Budget	$ Remaining
Overview of Public Safety				
Law & Enforcement	*Revenue*	$ 550,867	$ 2,958,855	$ 2,407,988
	Expense	4,173,700	23,001,640	18,827,940
Fire Protection	*Revenue*	210,535	1,626,529	1,415,994
	Expense	3,275,931	15,527,898	12,251,968
Total Public Safety	***Revenue***	**$ 761,402**	**$ 4,585,384**	**$ 3,823,982**
	Expense	**7,449,630**	**38,529,538**	**31,079,908**
	Surplus/(Deficit)	**$ (6,688,229)**	**$ (33,944,154)**	**$ (27,255,926)**

Overview of Non-Public Safety Departments				
Parks	*Revenue*	$ 81,309	$ 1,568,690	$ 1,487,381
	Expense	$ 1,041,498	$ 6,055,055	5,013,557
Sanitation	*Revenue*	15,869	136,689	120,820
	Expense	1,228,132	6,556,005	5,327,873
Elected Officials	*Revenue*	500	-	(500)
	Expense	349,161	1,742,448	1,393,287
General Admin.	*Revenue*	9,657,256	53,897,379	44,240,123
	Expense	413,218	1,236,658	823,440
Other-Admin.	*Revenue*	1,212,319	3,072,605	1,860,286
	Expense	1,834,820	11,059,415	9,224,595
Capital Improvement	*Revenue*	29,827	178,962	149,135
	Expense	-	-	-
Total Non-Public Safety	***Revenue***	**$ 10,997,079**	**$ 58,854,325**	**$ 47,857,246**
	Expense	**4,866,831**	**26,649,581**	**21,782,750**
	Surplus/(Deficit)	**$ 6,130,249**	**$ 32,204,744**	**$ 26,074,495**

Total General Fund	***Revenue***	**$ 11,758,481**	**$ 63,439,709**	**$ 51,681,228**
	Expense	**12,316,461**	**65,179,119**	**52,862,658**
	Surplus/(Deficit)	**$ (557,980)**	**$ (1,739,410)**	**$ (1,181,431)**

Street Fund

Department		YTD Actual	Total Budget	$ Remaining
Street	*Revenue*	$ 6,647	$ 31,522	$ 24,875
	Expense	1,015,163	5,092,104	4,076,941
Engineering	*Revenue*	13,076	132,659	119,583
	Expense	261,389	1,649,890	1,388,501
Street Admin.	*Revenue*	1,337,295	9,247,189	7,909,894
	Expense	600	-	(600)
Capital Improvement	*Revenue*	2,152	-	(2,152)
	Expense	-	1,071,250	1,071,250
Total Street Fund	***Revenue***	**$ 1,359,169**	**$ 9,411,370**	**$ 8,052,201**
	Expense	**1,277,151**	**7,813,244**	**6,536,093**
	Surplus/(Deficit)	**$ 82,018**	**$ 1,598,126**	**$ 1,516,108**

O&M Grand Total	*Revenue*	**$ 13,117,650**	**$ 72,851,079**	**$ 59,733,429**
	Expense	**13,593,612**	**72,992,363**	**59,398,751**
	Surplus/(Deficit)	**$ (475,962)**	**$ (141,284)**	**$ 334,678**

City of Jonesboro, Arkansas
Schedule of Interest Earnings & Deposit Collateralization
February 2026 Interest

Interest Earnings

Bank Account	Balance	Interest Earned	Rate of Interest
General Fund	$ 13,132,553.22	$ 23,468.33	2.60%
Jonesboro Softball	3,632.41	7.23	2.60%
Federal Grants Fund	835,291.77	1,682.74	2.60%
Restricted Funds	6,344,437.54	12,683.52	2.60%
Non-Federal Grants	4,791.08	3.72	2.60%
Depreciation Fund	4,527,657.02	7,099.74	2.60%
Capital Improvement Fund	3,504,694.18	6,878.27	2.60%
Payroll Clearing	409,313.24	892.76	2.60%
Credit Card	42,607.61	150.78	2.60%
Operating	802,363.40	2,096.34	2.60%
Total	**$ 29,607,341.47**	**$ 54,963.43**	
Street Fund	$ 117,427.31	$ 509.57	2.60%
E-911	13,522.38	129.04	2.60%
C.D.B.G.	48,428.61	-	0.00%
M.P.O.	90,215.18	78.20	2.60%
J.E.T.S.	81,516.28	160.05	2.60%
Non Uniform Pension Payee	1,525.83	3.04	2.60%
A&P 3% Hotel & Motel	268,527.83	538.85	2.60%
A&P 1% Hotel & Motel	137,425.22	236.80	2.60%
A&P Prepared Foods	7,459,737.61	14,269.70	2.60%
Total Other	**$ 8,218,326.25**	**$ 15,925.25**	
Grand Total	**$ 37,825,667.72**	**$ 70,888.68**	

Total year to date interest

Actual	
$	156,437.52

Budget	
$	156,271.33

Deposit Collateralization

Pledge Report - Centennial Bank

Irrevocable Letters of Credit	$	32,000,000.00	Expires 12/31/2025
Other Pledged Securites (Mkt Val)		16,351,085.98	
FDIC Insurance		250,000.00	
Total Collateralized Balances	**$**	**48,601,085.98**	

City of Jonesboro, Arkansas
Combined Sales and Use Tax Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 3,975,166.50	$ 3,861,933.26	$ 4,208,902.39	$ 3,856,515.15
February	$ 4,777,475.11	4,598,606.00	4,518,839.80	4,718,018.56
March	$ -	3,560,828.42	3,504,892.28	3,656,482.75
April	$ -	3,575,077.60	3,698,017.89	3,735,516.86
May	$ -	4,187,207.17	4,121,511.60	3,923,692.55
June	$ -	3,905,014.51	3,805,323.22	4,042,928.05
July	$ -	4,033,540.82	3,815,705.17	3,895,788.19
August	$ -	3,986,103.86	3,868,202.11	3,855,671.39
September	$ -	3,957,404.80	3,906,921.12	3,857,410.13
October	$ -	4,175,480.49	4,073,345.55	4,025,134.40
November	$ -	4,022,619.01	3,824,201.10	3,967,655.21
December	$ -	3,889,406.27	3,928,379.77	3,857,914.63
Totals	**$ 8,752,641.61**	**$ 47,753,222.21**	**$ 47,274,242.00**	**$ 47,392,727.87**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 3,975,166.50	$ 3,861,933.26	$ 113,233.24	2.9%
February	$ 4,777,475.11	4,598,606.00	178,869.11	3.9%
March	$ -	N/A	N/A	N/A
April	$ -	N/A	N/A	N/A
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
Totals	**$ 8,752,641.61**	**$ 8,460,539.26**	**$ 292,102.35**	**3.5%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 3,975,166.50	$ 4,023,403.80	$ (48,237.30)	-1.2%
February	$ 4,777,475.11	4,706,473.14	71,001.97	1.5%
March	$ -	N/A	N/A	N/A
April	$ -	N/A	N/A	N/A
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
Totals	**$ 8,752,641.61**	**$ 8,729,876.94**	**$ 22,764.67**	**0.3%**

*The 2026 Combined budget for Sales Tax is $49,167,000

City of Jonesboro, Arkansas
City Sales and Use Tax Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 2,174,971.62	$ 2,138,513.99	$ 2,317,133.96	$ 2,133,729.01
February	$ 2,646,137.42	2,579,890.66	2,517,307.78	2,635,793.76
March		1,975,212.10	1,939,232.49	2,026,463.78
April		1,970,146.09	2,041,119.32	2,076,004.55
May		2,309,651.24	2,288,399.58	2,170,092.57
June		2,140,685.87	2,111,214.22	2,254,614.98
July		2,230,857.77	2,118,369.81	2,160,108.13
August		2,187,096.09	2,135,107.75	2,131,256.75
September		2,159,211.65	2,160,292.56	2,130,151.48
October		2,299,221.76	2,247,031.59	2,228,139.32
November		2,196,613.79	2,121,273.99	2,184,989.01
December		2,113,897.36	2,166,282.11	2,130,203.21
Totals	**$ 4,821,109.04**	**$ 26,300,998.37**	**$ 26,162,765.16**	**$ 26,261,546.55**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 2,174,971.62	$ 2,138,513.99	$ 36,457.63	1.7%
February	$ 2,646,137.42	2,579,890.66	66,246.76	2.6%
March	$ -	N/A	N/A	N/A
April	$ -	N/A	N/A	N/A
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
Totals	**$ 4,821,109.04**	**$ 4,718,404.65**	**$ 102,704.39**	**2.2%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 2,174,971.62	$ 2,229,219.06	$ (54,247.44)	-2.4%
February	$ 2,646,137.42	2,633,358.43	12,778.99	0.5%
March	$ -	N/A	N/A	N/A
April	$ -	N/A	N/A	N/A
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
Totals	**$ 4,821,109.04**	**$ 4,862,577.49**	**$ (41,468.45)**	**-0.9%**

*The 2026 Budget for City Sales Tax is $27,278,218

City of Jonesboro, Arkansas
County Sales and Use Tax Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 1,800,194.88	$ 1,723,419.27	$ 1,891,768.43	$ 1,722,786.14
February	$ 2,131,337.69	2,018,715.34	2,001,532.02	2,082,224.80
March		1,585,616.32	1,565,659.79	1,630,018.97
April		1,604,931.51	1,656,898.57	1,659,512.31
May		1,877,555.93	1,833,112.02	1,753,599.98
June		1,764,328.64	1,694,109.00	1,788,313.07
July		1,802,683.05	1,697,335.36	1,735,680.06
August		1,799,007.77	1,733,094.36	1,724,414.64
September		1,798,193.15	1,746,628.56	1,727,258.65
October		1,876,258.73	1,826,313.96	1,796,995.08
November		1,826,005.22	1,702,927.11	1,782,666.20
December		1,775,508.91	1,762,097.66	1,727,711.42
Totals	**$ 3,931,532.57**	**$ 21,452,223.84**	**$ 21,111,476.84**	**$ 21,131,181.32**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 1,800,194.88	$ 1,723,419.27	$ 76,775.61	4.5%
February	$ 2,131,337.69	2,018,715.34	112,622.35	5.6%
March	$ -	N/A	N/A	N/A
April	$ -	N/A	N/A	N/A
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
Totals	**$ 3,931,532.57**	**$ 3,742,134.61**	**$ 189,397.96**	**5.1%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 1,800,194.88	$ 1,794,184.73	$ 6,010.15	0.3%
February	$ 2,131,337.69	2,073,114.71	58,222.98	2.8%
March	$ -	N/A	N/A	N/A
April	$ -	N/A	N/A	N/A
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
Totals	**$ 3,931,532.57**	**$ 3,867,299.44**	**$ 64,233.13**	**1.7%**

*The 2026 Budget for County Sales Tax is $21,888,782

City of Jonesboro, Arkansas
Combined State Turnback Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 611,937.65	$ 733,915.54	$ 703,774.94	$ 722,130.46
February	$ 656,195.99	$ 641,522.03	664,698.70	659,466.69
March	$ -	$ 553,014.23	575,268.79	546,400.33
April	$ -	$ 630,471.98	614,740.56	644,691.01
May	$ -	$ 641,728.18	656,433.52	607,380.40
June	$ -	$ 665,367.15	644,692.04	646,793.33
July	$ -	$ 789,494.17	775,499.47	851,313.69
August	$ -	$ 623,971.66	616,409.61	609,925.44
September	$ -	$ 669,444.21	644,063.82	660,774.12
October	$ -	$ 627,990.83	539,555.24	645,402.15
November	$ -	$ 618,914.99	604,855.02	605,648.19
December	$ -	$ 611,328.91	589,908.19	623,165.05
Totals	**$ 1,268,133.64**	**$ 7,807,163.88**	**$ 7,629,899.90**	**$ 7,823,090.86**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 611,937.65	$ 733,915.54	$ (121,977.89)	-16.6%
February	$ 656,195.99	641,522.03	$ 14,673.96	2.3%
March	$ -	N/A	N/A	N/A
April	$ -	N/A	N/A	N/A
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
Totals	**$ 1,268,133.64**	**$ 1,375,437.57**	**$ (107,303.93)**	**-7.8%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 611,937.65	$ 720,800.44	$ (108,862.79)	-15.1%
February	$ 656,195.99	649,500.32	$ 6,695.67	1.0%
March	$ -	N/A	N/A	N/A
April	$ -	N/A	N/A	N/A
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
Totals	**$ 1,268,133.64**	**$ 1,370,300.76**	**$ (102,167.12)**	**-7.5%**

*The 2026 Combined Turnback Budget is $7,925,652

City of Jonesboro, Arkansas
General Turnback Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 158,665.85	$ 158,841.75	$ 158,866.78	$ 154,090.08
February	$ 80,401.79	$ 80,488.75	80,517.41	75,733.77
March	$ -	$ 80,488.75	80,517.41	75,733.77
April	$ -	$ 80,473.83	80,517.41	75,733.77
May	$ -	$ 80,436.11	80,517.41	75,733.77
June	$ -	$ 80,321.73	80,515.22	71,867.19
July	$ -	$ 220,055.14	220,046.27	272,670.16
August	$ -	$ 64,637.82	64,992.77	71,016.33
September	$ -	$ 80,436.15	80,511.59	80,527.52
October	$ -	$ 80,436.15	80,511.59	80,527.44
November	$ -	$ 80,436.15	80,511.59	80,527.44
December	$ -	$ 80,436.15	80,511.59	80,527.44
Totals	**$ 239,067.64**	**$ 1,167,488.48**	**$ 1,168,537.04**	**$ 1,194,688.68**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 158,665.85	$ 158,841.75	$ (175.90)	-0.1%
February	$ 80,401.79	80,488.75	$ (86.96)	-0.1%
March	$ -	N/A	N/A	N/A
April	$ -	N/A	N/A	N/A
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
Totals	**$ 239,067.64**	**$ 239,330.50**	**$ (262.86)**	**-0.1%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 158,665.85	$ 155,281.05	$ 3,384.80	2.2%
February	80,401.79	76,416.00	$ 3,985.79	5.2%
March	-	N/A	N/A	N/A
April	-	N/A	N/A	N/A
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
Totals	**$ 239,067.64**	**$ 231,697.05**	**$ 7,370.59**	**3.2%**

*The 2026 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)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 453,271.80	$ 575,073.79	$ 544,908.16	$ 568,040.38
February	$ 575,794.20	$ 561,033.28	584,181.29	583,732.92
March	$ -	$ 472,525.48	494,751.38	470,666.56
April	$ -	$ 549,998.15	534,223.15	568,957.24
May	$ -	$ 561,292.07	575,916.11	531,646.63
June	$ -	$ 585,045.42	564,176.82	574,926.14
July	$ -	$ 569,439.03	555,453.20	578,643.53
August	$ -	$ 559,333.84	551,416.84	538,909.11
September	$ -	$ 589,008.06	563,552.23	580,246.60
October	$ -	$ 547,554.68	459,043.65	564,874.71
November	$ -	$ 538,478.84	524,343.43	525,120.75
December	$ -	$ 530,892.76	509,396.60	542,637.61
Totals	**$ 1,029,066.00**	**$ 6,639,675.40**	**$ 6,461,362.86**	**$ 6,628,402.18**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 453,271.80	$ 575,073.79	$ (121,801.99)	-21.2%
February	575,794.20	561,033.28	$ 14,760.92	2.6%
March	-	N/A	N/A	N/A
April	-	N/A	N/A	N/A
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
Totals	**$ 1,029,066.00**	**$ 1,136,107.07**	**$ (107,041.07)**	**-9.4%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 453,271.80	$ 565,519.40	$ (112,247.60)	-19.8%
February	575,794.20	573,084.32	2,709.88	0.5%
March	-	N/A	N/A	N/A
April	-	N/A	N/A	N/A
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
Totals	**$ 1,029,066.00**	**$ 1,138,603.71**	**$ (109,537.71)**	**-9.6%**

*The 2026 Budget for Street Turnback is $6,730,000

*Jan 2026 distributions across the State were impacted by a State Motor Fuel Tax Refund in the amount of $16M.

City of Jonesboro, Arkansas
Fuel Purchases Report (Cash Basis)
2026

Comparison of Fuel Purchases vs. Prior Year

MONTH	Current Year Fuel	Previous Year Fuel	$ Variance	% Variance
January	$ 75,710.93	$ 75,785.89	$ (74.96)	-0.1%
February	88,435.03	84,985.42	3,449.61	4.1%
March	N/A	138,188.00	N/A	N/A
April	N/A	105,094.37	N/A	N/A
May	N/A	81,699.44	N/A	N/A
June	N/A	113,784.14	N/A	N/A
July	N/A	117,159.22	N/A	N/A
August	N/A	131,022.84	N/A	N/A
September	N/A	121,577.12	N/A	N/A
October	N/A	123,770.10	N/A	N/A
November	N/A	110,020.96	N/A	N/A
December	N/A	149,808.14	N/A	N/A
YTD Total	**$ 164,145.96**	**$ 1,352,895.64**	**$ 3,374.65**	**2.1%**

Comparison of Fuel Purchases in Gallons

MONTH	Current Year Gallons	Prior Year Gallons	Variance	% Variance
January	33,879	31,817	2,062	6.5%
February	40,422	33,732	6,689	19.8%
March	N/A	53,438	N/A	N/A
April	N/A	41,993	N/A	N/A
May	N/A	34,022	N/A	N/A
June	N/A	47,823	N/A	N/A
July	N/A	47,606	N/A	N/A
August	N/A	53,896	N/A	N/A
September	N/A	48,374	N/A	N/A
October	N/A	48,415	N/A	N/A
November	N/A	46,564	N/A	N/A
December	N/A	63,753	N/A	N/A
YTD Total	**74,301**	**551,434**	**8,751**	**13.4%**

Comparison of Average Price per Gallon of Fuel Purchased

	Gasoline		Diesel	
MONTH	Current Year	Prior Year	Current Year	Prior Year
January	$ 2.25	$ 2.36	$ 2.16	$ 2.43
February	2.18	2.52	2.16	2.52
March	N/A	2.64	N/A	2.50
April	N/A	2.50	N/A	2.51
May	N/A	2.38	N/A	2.49
June	N/A	2.47	N/A	2.28
July	N/A	2.49	N/A	2.36
August	N/A	2.74	N/A	2.02
September	N/A	2.53	N/A	2.48
October	N/A	2.57	N/A	2.53
November	N/A	2.38	N/A	2.26
December	N/A	2.40	N/A	2.30
YTD Average	**$ 2.22**	**$ 2.50**	**$ 2.16**	**$ 2.39**

Comparison of Fuel Purchases vs. Budget

MONTH	Actual	Budget	$ Variance	% Variance
January	$ 75,710.93	$ 119,185.42	$ (43,474.49)	-36.5%
February	88,435.03	119,185.42	(30,750.39)	-25.8%
March	N/A	119,185.42	N/A	N/A
April	N/A	119,185.42	N/A	N/A
May	N/A	119,185.42	N/A	N/A
June	N/A	119,185.42	N/A	N/A
July	N/A	119,185.42	N/A	N/A
August	N/A	119,185.42	N/A	N/A
September	N/A	119,185.42	N/A	N/A
October	N/A	119,185.42	N/A	N/A
November	N/A	119,185.42	N/A	N/A
December	N/A	119,185.42	N/A	N/A
YTD Total	**$ 164,145.96**	**$ 1,430,225.00**	**$ (74,224.87)**	**-31.1%**

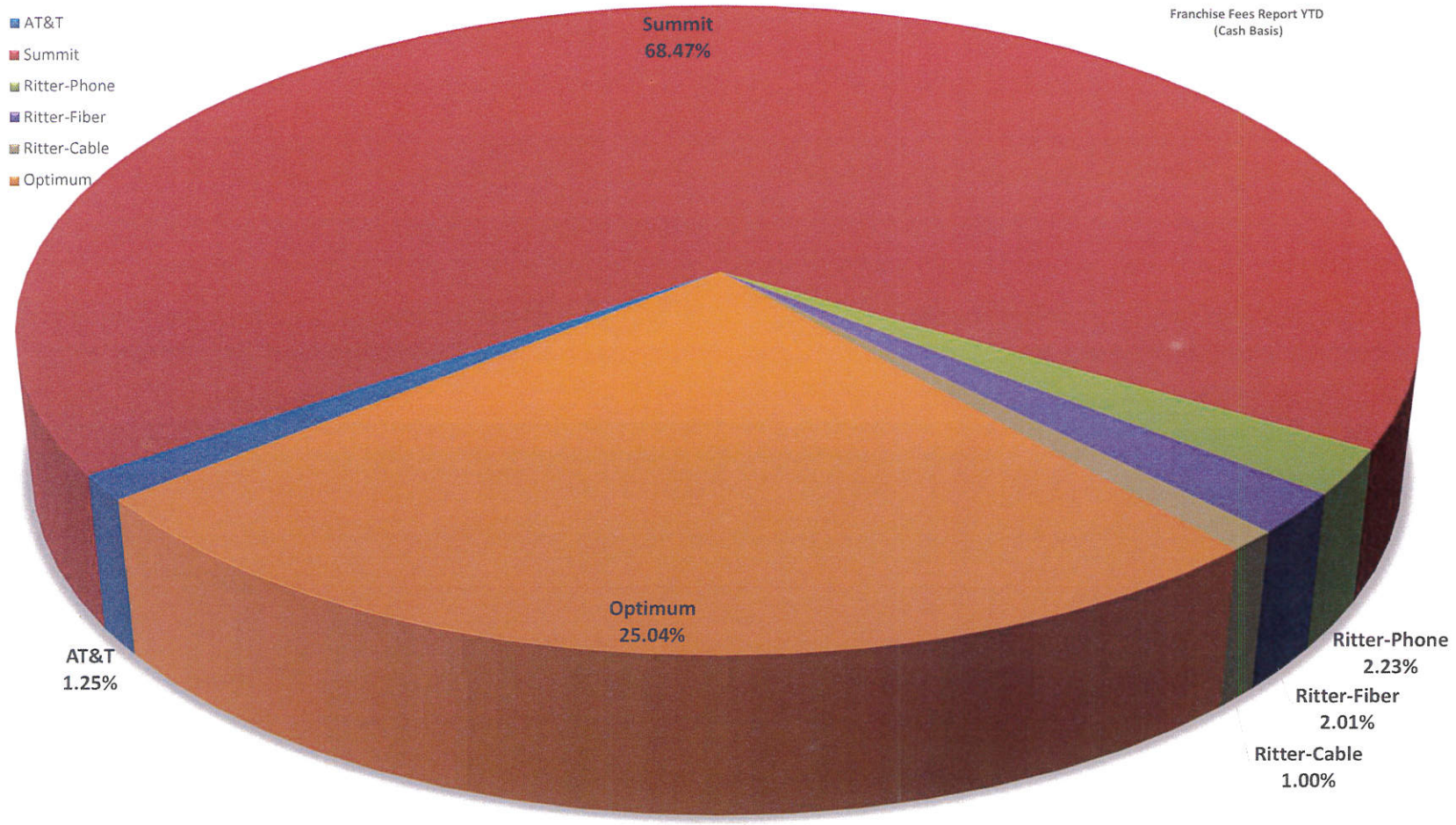
*Timing of bulk fuel purchases may cause large comparison variances

City of Jonesboro, Arkansas

Franchise Fee Tax Report

YTD 2026

Months	AT&T	Summit	Ritter-Phone	Ritter-Fiber	Ritter-Cable	Optimum	All Others	Current Year Total	Prior Year Total
January	$ 2,611.08	$ 111,131.83	$ 4,634.61	$ 4,891.86	$ 2,094.29	$ 104,062.95	$ 783.48	$ 230,210.10	$ 250,190.48
February	2,588.81	173,364.47	4,614.33	3,453.37	2,069.75	-	701.97	186,792.70	158,448.71
March	-	-	-	-	-	-	-	-	131,618.49
April	-	-	-	-	-	-	-	-	354,037.15
May	-	-	-	-	-	-	-	-	84,915.53
June	-	-	-	-	-	-	-	-	62,226.75
July	-	-	-	-	-	-	-	-	168,659.22
August	-	-	-	-	-	-	-	-	54,166.15
September	-	-	-	-	-	-	-	-	53,263.70
October	-	-	-	-	-	-	-	-	148,203.49
November	-	-	-	-	-	-	-	-	45,546.80
December	-	-	-	-	-	-	-	-	51,006.66
Totals	$ 5,199.89	$ 284,496.30	$ 9,248.94	$ 8,345.23	$ 4,164.04	$ 104,062.95	$ 1,485.45	$ 417,002.80	$ 1,562,283.13



Advertising and Promotion Funds
City of Jonesboro, Arkansas
February 2026

	Prepared Foods Fund		3% Hotel/Motel Fund		1% Hotel/Motel Fund	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Beginning Fund Balance	$ 7,439,560	$ 7,448,389	$ 287,033	$ 318,065	$ 113,756	$ 92,456
NET Prepared Foods	5,907	(18,698)				
NET 3%			(22,636)	(54,777)		
NET 1%					23,432	44,517
Event Net Activity - Jonesboro Gravel			-	-		
Website Ad Sales			300	750		
Interest Earnings	14,270	30,047	539	1,198	237	452
Current Fund Balance	$ 7,459,737	$ 7,459,737	$ 265,235	$ 265,235	$ 137,425	$ 137,425

Prepared Foods Fund

	Monthly	YTD
Revenues	$ 517,091	$ 1,064,221
Expenses	511,184	1,082,919
NET	**$ 5,907**	**$ (18,698)**

Monthly Tax Collections

January	547,130	July	N/A
February	517,091	August	N/A
March	N/A	September	N/A
April	N/A	October	N/A
May	N/A	November	N/A
June	N/A	December	N/A
Total	**$ 1,064,221**		**$ 1,064,221**

3% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 70,297	$ 133,551
Expenses	92,934	188,329
NET	**$ (22,636)**	**$ (54,777)**

Monthly Tax Collections

January	$ 63,254	July	N/A
February	70,297	August	N/A
March	N/A	September	N/A
April	N/A	October	N/A
May	N/A	November	N/A
June	N/A	December	N/A
Total	**$ 133,551**		**$ 133,551**

1% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 23,432	$ 44,517
Exp - JMC Soccer Turf Project	-	-
NET	**$ 23,432**	**$ 44,517**

Monthly Tax Collections

January	$ 21,085	July	N/A
February	23,432	August	N/A
March	N/A	September	N/A
April	N/A	October	N/A
May	N/A	November	N/A
June	N/A	December	N/A
Total	**$ 44,517**		**$ 44,517**

Monthly & YTD Comparisons

	Monthly				YTD			
	Current Yr	Prior Yr	$ Change	% Change	Current Yr	Prior Yr	$ Change	% Change
Prepared Foods	$ 517,091	$ 529,880	$ (12,789)	-2%	$ 1,064,221	$ 1,118,415	$ (54,193)	-5%
3% Hotel/Motel	70,297	60,792	9,505	16%	133,551	$ 139,033	(5,481)	-4%
1% Hotel/Motel	23,432	20,264	3,168	16%	44,517	$ 46,344	(1,827)	-4%

Embassy Suites 3%

	January	February	March	April	May	June	Mid-Yr Totals
TOTALS	$ 17,662.14	$ 20,462.22	N/A	N/A	N/A	N/A	$ 38,124.36

	July	August	September	October	November	December	YTD Totals
TOTALS	N/A	N/A	N/A	N/A	N/A	N/A	$ 38,124.36

Advertising and Promotion Funds
City of Jonesboro, Arkansas
February 2026

Fund 80 - Hotel/Motel 3% Fund Expenditure

Grant Award

Payee	Description	Date	Check No.	Amount
2025 Grant Awards				
The Stage Theater Co.	Year Round Funding	1/22/2026	164823	$ 1,500
NEA Baptist Charitable Foundation	Annual Duck Classic	1/22/2026	164779	$ 7,500
Red Wolf Foundation	Athletic Events held in Jonesboro (2025)	2/23/2026	165167	50,000
2026 Grant Awards				
ASU Club Softball	Softball Tournaments and Camps	1/8/2026	164553	10,000
Jonesboro Business Association	Jonesboro Crawfish Festival	2/9/2026	164936	5,000
Natl Golf Foundation Consulting Inc	Golf Course Feasibility Study	2/9/2026	164952	14,000
JHS Host State Track Meet	Host State Track Meet	2/23/2026	165128	$ 5,000
			Total Grant Award Expense	**$ 93,000**

Sponsorship

Payee	Description	Date	Check No.	Amount
Z-Botics Foundation	Southern Showdown Robotics Competition	1/22/2026	164842	$ 500
City of Jonesboro	Mayors Council Dinner Sponsorship	2/9/2026	Transfer	500
			Total Sponsorship Expense	**$ 1,000**

Administrative Expense

Payee	Description	Date	Check No.	Amount
Christy Appleton	Administrative	YTD	Check	$ 2,000
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	9,376
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	717
Young Investments	Office Space	YTD	Check	3,900
Travel & Exp Reimb	Detail Available	YTD	Check	798
Insurance & Licenses	Detail Available	YTD	Check	70
Professional Services	Detail Available	YTD	Check	520
Advertising & Promotion	Detail Available	YTD	Check	6,250
Office Supplies	Detail Available	YTD	Check	22
Website Hosting/Maint & Design	Detail Available	YTD	Check	2,152
			Total Administrative Expense	**$ 25,804**

Other

Payee	Description	Date	Check No.	Amount
JHP/Embassy Suites	2025 Reimbursements (Q4)	1/22/2026	164756	$ 68,524
			Total Other Expense	**$ 68,524**
			Total 3% H/M Expense	**$ 188,329**

Fund 82 - Prepared Foods Fund Expenditure

Ridge Athletics Center
Professional Services

Payee	Description	Date	Check No.	Amount
Sports Facilities Advisory LLC	Facility Advisory Services	YTD	Check	60,000
City of Jonesboro	Quarterly Services Fee	YTD	Transfer	10,000
			Total Professional Services	**$ 70,000**

Lease Activities

Payee	Description	Date	Check No.	Amount
Jonesboro Public Facilities	Monthly Lease	YTD	ACH	950,000
			Total Lease Activities	**$ 950,000**

Operation Activities

Payee	Description	Date	Check No.	Amount
Sports Facilities Advisory LLC	Operating Start-Up Costs(SFC)	2/25/2026	ACH	46,081
			Total Operation Activities	**$ 46,081**
			Total Ridge Athletics Center Expense	**$ 1,066,081**

Administrative Expense

Payee	Description	Date	Check No.	Amount
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	$ 9,376
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	717
Travel & Exp Reimb	Detail Available	YTD	Check	3,755
Dues & Subscriptions	Detail Available Upon Request	YTD	Check	2,990
			Total Administrative Expense	**$ 16,838**
			Total Prepared Foods Expense	**$ 1,082,919**

City of Jonesboro, Arkansas
Alcoholic Beverage Tax Comparison To Prior Year
2026

	January	February	March	April	May	June	July	August	September	October	November	December	YTD Totals
TOTALS	$ 64,766.69	$ 58,398.88	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 123,165.57

	Current Yr Month	Prior Yr Month	$ Variance	% Variance
TOTALS	$ 58,398.88	$ 52,519.46	$ 5,879.42	11.2%

	YTD Current Year	YTD Previous Year	$ Variance	% Variance
TOTALS	$ 123,165.57	$ 116,436.94	$ 6,728.63	5.8%

Fixed Assets
Monthly Asset Report

User: SJPurtee
Printed: 4/6/2026 1:29:36 PM

Asset	Purchased	Dept	Description	Orig Cost
			Auto	
01-101-01585	02-09-2026	02Police	2026 Harley Davidson FLTRXP Black Motorcycle	25,989.00
			Auto	
01-101-01591	02-23-2026	02Police	2026 Harley Davidson FLTRXP Black	25,989.00
			Police	51,978.00
			Heavy Equipment - Off Road	
01-102-01586	02-23-2026	03Fire	Tractor Kubota L48022DT with acc. - Sourcewell #4600066297	36,272.17
			Fire	36,272.17
			Equipment --On Road	
01-105-01588	02-23-2026	05Animal	Trailer Big Tex 12' x 6.5' bumper pull with light and ramps	2,400.00
			Equipment --On Road	
01-105-01589	02-23-2026	05Animal	Trailer Big Tex Spare tire and mounting kit	175.00
			Animal Control	2,575.00
			Computer	
01-110-01586	02-09-2026	10Info	ICAC Storage upgrade - Naspo 23026	59,200.84
			Information Systems	59,200.84
			Equipment --On Road	
02-160-01588	02-09-2026	50Street	Trailer 2026 Load Trail 16'	4,450.00
			Street	4,450.00
			Radio	
06-145-01587	02-09-2026	70E911	Radio APX 900 Portable Radio - NASPO 00318	3,235.16
			Radio	
06-145-01590	02-23-2026	70E911	MB03-19005GB-GA Cradlepoint R1900-56B Wireless Router	4,980.15
			E-911	8,215.31
Totals				162,691.32

Non-Uniform 401(a) Defined Contribution & 457(b) Retirement Savings Plans - Fund 21
Changes in Position
2026 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$8,897,926.18**	**$9,114,176.86**	**$9,299,981.61**	**$9,299,981.61**	**$9,299,981.61**	**$9,299,981.61**	**$8,897,926.18**
Additions:							
Employer Contributions	45,284.28	30,752.91					76,037.19
Employee Contributions	56,419.79	39,223.37					95,643.16
Other Additions	22,534.48	10,696.23					33,230.71
Total Additions	***124,238.55***	***80,672.51***	-	-	-	-	***204,911.06***
Deductions:							
Plan Distributions	55,225.98	23,470.67					78,696.65
Administrative Expenses	7,288.85	2,555.00					9,843.85
Other Deductions	-						-
Total Deductions	***62,514.83***	***26,025.67***	-	-	-	-	***88,540.50***
Adjustments:							
Unrealized Investment Gain(Loss)	154,526.96	131,157.91					285,684.87
Other Adjustments	-						-
Total Adjustments	***154,526.96***	***131,157.91***	-	-	-	-	***285,684.87***
Ending Balance	***9,114,176.86***	***$9,299,981.61***	***$9,299,981.61***	***$9,299,981.61***	***$9,299,981.61***	***$9,299,981.61***	***9,299,981.61***

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$9,299,981.61**	**$9,299,981.61**	**$9,299,981.61**	**$9,299,981.61**	**$9,299,981.61**	**$9,299,981.61**	**$8,897,926.18**
Additions:							
Employer Contributions							76,037.19
Employee Contributions							95,643.16
Other Additions							33,230.71
Total Additions	-	-	-	-	-	-	***204,911.06***
Deductions:							
Plan Distributions							78,696.65
Administrative Expenses							9,843.85
Other Deductions							-
Total Deductions	-	-	-	-	-	-	***88,540.50***
Adjustments:							
Unrealized Investment Gain(Loss)							285,684.87
Other Adjustments							-
Total Adjustments	-	-	-	-	-	-	***285,684.87***
Ending Balance	***9,299,981.61***	***$9,299,981.61***	***$9,299,981.61***	***$9,299,981.61***	***$9,299,981.61***	***$9,299,981.61***	***$9,299,981.61***

*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
2026 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$11,394,424.81**	**$11,534,323.30**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,394,424.81**
Additions:							
Employer Contributions	-	-	-	-	-	-	-
Other Additions	1,555.64	2,880.43					4,436.07
Total Additions	***1,555.64***	***2,880.43***	-	-	-	-	***4,436.07***
Deductions:							
Pension Benefits	44,585.16	44,585.16					89,170.32
Administrative Expenses	2,211.08	3,169.54					5,380.62
Other Deductions	-	-	-	-	-	-	-
Total Deductions	***46,796.24***	***47,754.70***	-	-	-	-	***94,550.94***
Adjustments:							
Unrealized Investment Gain(Loss)	185,139.09	122,226.55					307,365.64
Other Adjustments	-	-	-	-	-	-	-
Total Adjustments	***185,139.09***	***122,226.55***	-	-	-	-	***307,365.64***
Ending Balance	**$11,534,323.30**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,394,424.81**
Additions:							
Employer Contributions							-
Other Additions							4,436.07
Total Additions	-	-	-	-	-	-	***4,436.07***
Deductions:							-
Pension Benefits							89,170.32
Administrative Expenses							5,380.62
Other Deductions							-
Total Deductions	-	-	-	-	-	-	***94,550.94***
Adjustments:							
Unrealized Investment Gain(Loss)							307,365.64
Other Adjustments							-
Total Adjustments	-	-	-	-	-	-	***307,365.64***
Ending Balance	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**	**$11,611,675.58**

*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
February 2026

Schedule of Appropriation		Activity
Funding	Amount	
Revenue Replacement Funding 12/31/2024	8,627,165	

Project	Appropriation	2025	2026	Total	Open PO	Remaining
Demolition of 100 W. Washington	3,250,000	3,297,344	152	3,297,496	-	(47,496)
Mosquito Abatement	139,604			-	-	139,604
Aquatic Feature - Ridge Athletics Center	3,200,000			-	-	3,200,000
Humanitarian	500,000	330,003	23,606	353,609	146,391	(0)
Comprehensive Growth Plan	855,000	121,195	71,623	192,818	663,026	(844)
Bldg Code Review & Permitting Assessment Study	99,840	5,870	27,866	33,736	66,104	-
Tornado Siren System Upgrade	261,261			-	128,212	133,049
Total	**8,305,705**	**3,754,412**	**123,248**	**3,877,660**	**1,003,733**	**3,424,312**

Unappropriated Funding	**321,460**

Schedule of ARPA Replacement Restricted Fund Availability

ARPA Revenue Replacement Carryforward Funding	8,627,165
ARPA Revenue Replacement Appropriations	8,305,705
Unappropriated ARPA Revenue Replacement Funds	**321,460**
ARPA Revenue Replacement Appropriations	8,305,705
ARPA Revenue Replacement Expenditures	3,877,660
ARPA Revenue Replacement Open PO Remaining	1,003,733
Unexpended ARPA Revenue Replacement Appropriations	**3,424,312**
Unappropriated ARPA Revenue Replacement Funds	321,460
Unexpended ARPA Revenue Replacement Appropriations	3,424,312
Fund Balance	**3,745,772**

City of Jonesboro
Schedule of Capital Improvement Projects
February 2026

Capital Improvement Detail by Project

Department	Description	2025 Carryover	Remaining Grant/ Other	2026 Budget	Future Bud Amend, Contr Appr, Sch Adj	Project Funding Reapprop	Revenue/ Donation	Total Funding	2026 Activity	Open PO Remaining	$ Remaining
General Fund Supported Projects											
Grants	University Heights Trail	**1,679,805**	316,000					**1,995,805**	14,175	17,687	**1,963,943**
	Downtown to A-State	**336,640**			38,201			**374,841**	39,836	13,394	**321,611**
	Johnson Lighting/N. Main Pedestrian	-	3,380,133		1,251,753			**4,631,886**		125,042	**4,506,844**
Parks Admin	Parks Master Plan	**1,510,011**						**1,510,011**		11,393	**1,498,619**
	Parks Security Camera Upgrade	**28,357**						**28,357**			**28,357**
Urban Parks	Various Park Improvements	**166,897**						**166,897**	67,292	20,688	**78,917**
	New Park (Pocket/Neighborhood)	**22,019**						**22,019**		8,125	**13,894**
	Northeast Park	-	1,000,000		605,379			**1,605,379**	43,488	9,750	**1,552,142**
CFP	50 Spot Parking Lot	**381,574**						**381,574**	39,048		**342,527**
	Overlay Back Half of Loop Road	**167,385**						**167,385**			**167,385**
JMC	Concession Siding	**33,812**						**33,812**	16,906	16,906	-
Admin	Welcome Signs	**12,309**						**12,309**			**12,309**
Comm Ctr	Winter Wonderland	**53,753**						**53,753**		49,500	**4,253**
	Allen Park Playground	**77,915**						**77,915**			**77,915**
SSC	Shooting Range (All)	**160,026**						**160,026**		160,026	**(0)**
	Total General Fund Projects	**$4,630,503**	**$4,696,133**	**$0**	**$1,895,333**	**$0**	**$0**	**$11,221,969**	**$220,745**	**$432,509**	**$10,568,714**
Street Fund Supported Projects											
Engineering	Misc. Drainage Projects	**35,761**		500,000				**535,761**	73,102	1,688	**460,971**
	NEA Development (NEAIDC)	-		171,250				**171,250**			**171,250**
	Misc Street Projects	**30,480**						**30,480**	57,201	19,315	**(46,036)**
	Sidewalks/Misc Concrete	**167,517**						**167,517**	132		**167,386**
	Cway/Prkr/Fox Mead-ROW/Util	**3,940**						**3,940**		3,940	-
	Railroad Maintenance	**16,300**		400,000				**416,300**	15,813	45,600	**354,887**
	Railroad Crossing Study & Match	-	135,567		136,568			**272,135**	1,001	135,567	**135,567**
	AHTD100657 MLK Ext- 100% Reimb	**35,819**			996,782			**1,032,601**		1,032,601	**(0)**
	AHTD100881 Hwy 1-B Widening	**38,177**						**38,177**			**38,177**
	AHTD100879 49/I555-49/Parker	**44,124**						**44,124**			**44,124**
	AHTD101247 49/Christ Valley Int Imp	-			570,000			**570,000**			**570,000**
	ASU Connector Road	-			1,000,000			**1,000,000**			**1,000,000**
	Southern Ridge Corridor-Futrell	-			450,000			**450,000**			**450,000**
	Street Overlays & Street Imp	**3,556,875**						**3,556,875**		491,070	**3,065,805**
	Total Street Fund Projects	**$3,928,993**	**$135,567**	**$1,071,250**	**$3,153,350**	**$0**	**$0**	**$8,289,161**	**$147,249**	**$1,729,781**	**$6,412,131**
Total Capital Improvement Projects		**$8,559,496**	**$4,831,700**	**$1,071,250**	**$5,048,683**	**$0**	**$0**	**$19,511,129**	**$367,994**	**$2,162,290**	**$16,980,845**

City of Jonesboro
Schedule of Capital Improvement Revenue Bond Series 2025
February 2026

Schedule of Bond Issuance in 2025	
Funding	**Amount**
Par Amount	17,595,000.00
Plus: Reoffering Premium	169,648.70
Less: Underwriter's Discount	(112,608.00)
Less: Bond Insurance Premium to Assured Guaranty	(85,870.86)
Less: Rating Fee to Assured Guaranty	(19,985.00)
Less: Surety to Assured Guaranty	(13,481.76)
Net Bond Proceeds	**17,532,703.08**
Issuance Costs	**Amount**
Bond Counsel: Friday, Eldredge & Clark	64,000.00
Financial Advisor: Crews & Associates	47,095.00
Publication Costs: Jonesboro Sun	3,050.00
Trustee Origination & 2025 Annual Fee: FSB	1,200.00
Total Issuance Costs	**115,345.00**
Net Project Fund Proceeds from Issuance in 2025	**17,417,358.08**

Schedule of Revenue & Expenses since Issuance		Activity				
Revenue						
		2025	**2026**	**Total**		
Interest Earned		258,362.92	113,366.79	371,729.71		
Total Revenue Contributing to Project Funding		**258,362.92**	**113,366.79**	**371,729.71**		
Expenses						
Project	**Appropriation**	**2025**	**2026**	**Total**	**Open PO**	**Remaining**
E-911/Public Safety Center	5,500,000.00	178,840.96	31,595.88	210,436.84	162,264.16	5,127,299.00
Caraway Rd Expansion	5,500,000.00	-	149,229.87	149,229.87	216,938.63	5,133,831.50
Pedestrian & Trail Connections	5,000,000.00					5,000,000.00
Jefferson Sidepath		464,598.07	131,888.15	596,486.22	-	(596,486.22)
Johnson Sidepath		98,669.00	-	98,669.00	114,211.00	(212,880.00)
Prospect/Elizabeth Sidepath		-	-	-	182,365.00	(182,365.00)
Total Pedestrian & Trail Connections	5,000,000.00	563,267.07	131,888.15	695,155.22	296,576.00	4,008,268.78
Total Project	16,000,000.00	742,108.03	312,713.90	1,054,821.93	675,778.79	14,269,399.28
Bond Issuance Professional Services		347,915.62	250.00	348,165.62		
Bond Interest Expense			461,282.72	461,282.72		
Total Project Appropriation & Expenses	**16,000,000.00**	**1,090,023.65**	**774,246.62**	**1,864,270.27**	**675,778.79**	**14,269,399.28**
Available Funding (Addnl projects/Inc cost support)	**1,789,087.79**					

Sch of Bond Debt Service Activities since Issuance	Annual Commitment	2025	2026	Total
Franchise Fee Transfer from General Fund		573,549.78	191,183.26	764,733.04
Total Funding		**573,549.78**	**191,183.26**	**764,733.04**
Interest Expense - Due annually (August)	900,599.60	-	-	-
Principal Reduction - Due annually (August)	245,000.00	-	-	-
Trustee Fee $1,500 Annual (Paid Monthly)	1,500.00	625.00	250.00	875.00
Total Expenditure	**1,147,099.60**	**625.00**	**250.00**	**875.00**
Bond Debt Service Net Activity		**572,924.78**	**190,933.26**	**763,858.04**

Remaining Annual Commitment Completion @ $95,591.63 Monthly		**383,241.56**

City of Jonesboro
Schedule of Depreciation Fund
February 2026

Overview

	General	Street	Combined
Beginning Fund Balance	$ 1,533,417	$ 191,297	$ 1,724,714
2025 Approp/26 Depr Fund	3,737,582	638,604	4,376,186
Current Yr Receipts	11,055	-	11,055
Current Yr Expenditures	(2,598,016)	(16,345)	(2,614,361)
Encumbered	(2,420,737)	(261,200)	(2,681,937)
2025 Depr Fund Balance	**$ 263,301**	**$ 552,356**	**$ 815,657**

Depreciation Detail by Department

Description	Beginning Balance	2025 Appropriation	2026 Depr Fund	2026 YTD Receipts	2026 YTD Expense	2026 YTD Net Activity	2026 Depr Fund $ Remaining	Encumbered	2026 Depr Fund $ Available
General Fund						-			
Police	$ 12,790	$ 1,785,000	**$ 1,797,790**		$ 141,977	$ (141,977)	**$ 1,655,813**	$ 1,428,828	**$ 226,985**
Fire	1,225,837	721,003	**1,946,840**		2,456,039	(2,456,039)	**$ (509,199)**	88,474	**(597,673)**
Inspections	-	43,031	**43,031**			-	**$ 43,031**	-	**43,031**
Animal Services	-	-	**-**			-	**$ -**	-	**-**
Planning	-	-	**-**			-	**$ -**	-	**-**
Building Maintenance	-	-	**-**			-	**$ -**	-	**-**
Code Enforcement	38,500	29,844	**68,344**			-	**68,344**	-	**68,344**
Sanitation - Administration	-	-	**-**			-	**-**	-	**-**
Sanitation - Incinerator	-	-	**-**			-	**-**	-	**-**
Sanitation - Residential	64,478	774,000	**838,478**	11,055		11,055	**849,533**	727,390	**122,143**
Sanitation - Recycling	-	-	**-**			-	**-**	-	**-**
Parks - Administration	-	-	**-**			-	**-**	-	**-**
Parks - Southside	6,813	58,300	**65,113**			-	**65,113**	57,133	**7,980**
Parks - Urban Parks	10,433	111,202	**121,635**			-	**121,635**	11,099	**110,536**
Parks - Craighead Forest Park	3,093	83,202	**86,295**			-	**86,295**	23,126	**63,169**
Parks - Joe Mack Campbell Park	3,727	87,000	**90,727**			-	**90,727**	84,687	**6,040**
Parks - Miracle League	-	-	**-**			-	**-**	-	**-**
Parks - Community Centers	-	-	**-**			-	**-**	-	**-**
Parks - Shooting Complex	1,958	45,000	**46,958**			-	**46,958**	-	**46,958**
Parks - Sports Programs	4,957	-	**4,957**			-	**4,957**	-	**4,957**
Admin - Assignment	-	-	**-**			-	**-**	-	**-**
Insurance Claim Loss Replcmnt	-	-	**-**			-	**-**	-	**-**
Depr Fund Revenue	160,831	-	**160,831**			-	**160,831**	-	**160,831**
Total General Fund	**$ 1,533,417**	**$ 3,737,582**	**$ 5,270,999**	**$ 11,055**	**$ 2,598,016**	**$ (2,586,961)**	**$ 2,684,038**	**$ 2,420,737**	**$ 263,301**
Street Fund									
Street	$ 151,790	$ 597,852	**$ 749,642**		$ 16,345	$ (16,345)	**$ 733,297**	$ 261,200	**$ 472,097**
Street-Engineering	39,507	40,752	**80,259**		-	-	**80,259**	-	**80,259**
Total Street Fund	**$ 191,297**	**$ 638,604**	**$ 829,901**	**$ -**	**$ 16,345**	**$ (16,345)**	**$ 813,556**	**$ 261,200**	**$ 552,356**
Total Depreciation Fund	**$ 1,724,714**	**$ 4,376,186**	**$ 6,100,900**	**$ 11,055**	**$ 2,614,361**	**$ (2,603,306)**	**$ 3,497,594**	**$ 2,681,937**	**$ 815,657**

New Business Report
City of Jonesboro, AR
February 2026

Name	Application Date	Status	Customer #	License Type	Location	Contact Address	City. State	Zip Code	Phone	Email
Abe's Place	2/6/2026	Active	25087	Alcoholic Beverage Permit	922 Chancery Lane	35 CR 7187	Jonesboro AR	72405	(870) 336-8137	abesplace922CL@gmail.com
Amanda Deel DO	2/4/2026	Active	25185	Physician	2405 Aggie Rd Jonesboro	NYIT PO Box 119	State University AR	72467	(870) 680-8882	kwattele@nyit.edu
Beautiful Acquiring Minds Inc.	2/20/2026	Active	25214	Beauty & Barbe Shops-Salons	4803 E Johnson Ave	2124 Manchester Dr.	Jonesboro AR	72405	(870) 243-5919	beautifulacquiringminds@gmail.com
Blue Ribbon Grooming LLC	2/5/2026	Active	25189	Miscellaneous Occupation	4313 E Johnson #B	401 East Street #6	Jonesboro AR	72401	(870) 897-1204	linseyes@gmail.com
Bradley Hickey MD	2/4/2026	Active	25187	Physician	2405 Aggie Rd Jonesboro	NYIT PO Box 119	State University AR	72467	(870) 680-8882	kwattele@nyit.edu
Brandon Rouse DO	2/23/2026	Active	25222	Optometrist	623 E Matthews Ave	Vision Care Center of NEA 623 E Matthews Ave	Jonesboro AR	72401	(870) 932-2211	mbacot@visioncarear.com
Bros Mountain Excavation	2/12/2026	Active	25196	Sub-Contractor	Outside Jonesboro	2819 CR 323	Bono AR	72416		codybrosmore@gmail.com
Captain JR LLC	2/20/2026	Active	25218	Delicatessen-Take out	1247 Flint St	701 Swaney Ave	Trumann AR	72472	(870) 316-4968	sergiochoa049@gmail.com
Castelli Management	2/27/2026	Active	25229	Sub-Contractor	3800 S Caraway Rd #17	3800 S. Caraway Rd #17	Jonesboro AR	72404	(573) 922-0664	lcastelli@castellimanagement.com
Causey Plumbing	2/24/2026	Active	25224	Sub-Contractor	Outside City Limits	223 CR 363	Jonesboro AR	72401	(870) 926-9066	willcausey4@hotmail.com
Christopher L McFarlin	2/25/2026	Active	25225	Attorneys	721 W Matthews	CLM Law Firm PLLC 721 W Matthews Ave	Jonesboro AR	72401	(870) 203-8157	chrismcfarlinesq@gmail.com
Clearly Better Window Cleaning	2/23/2026	Active	25220	Miscellaneous Occupation	Outside Jonesboro	3 Lawrence Rd 434 #H4	Walnut Ridge AR	72476	(715) 602-2077	jacobjohnsonwc@gmail.com
Concrete Business & More	2/13/2026	Active	25199	Sub-Contractor	3412 Sun Ave #A7	3412 Sun Avenue	Jonesboro AR	72401	(904) 933-2783	neemanmoran630@gmail.com
Conveyance Solutions LLC	2/23/2026	Active	25223	Miscellaneous Occupation	2205 Glenwood Dr.	2205 Glenwood Dr	Jonesboro AR	72401	(870) 551-1588	claylenzy@gmail.com
Deadwood Lounge Barber Co	2/2/2026	Active	25179	Beauty & Barbe Shops-Salons	516 Southwest Dr	1003 Winbrook Circle	Jonesboro AR	72404	(870) 530-9527	cfarns92@gmail.com
Douglas Gottschalk DO	2/2/2026	Active	25175	Physician	621 E Matthews Ave	St Bernards OFSC PO Box 4060	Jonesboro AR	72403	(870) 932-6799	sbloodworth@sbrmc.org
Elyboutique	2/12/2026	Active	25194	Computer Business-Online included	Outside Jonesboro	102 Wright	Manila AR	72442	(870) 635-4140	3lizamorales430@gmail.com
Engines Inc. #2	2/20/2026	Active	25219	Manufacturer-16 to 30 employees	3914 Stadium Blvd.	5400 CW Post Rd	Jonesboro AR	72401	(870) 268-3700	thomasr@enginespower.com
Equipmentshare.com Inc	2/19/2026	Active	25212	Service Professional Not Classified	3384 Moore Rd	5710 Bull Run Dr	Columbia MO	65201	(870) 375-1277	facilities@equipmentshare.com
Frank Schefano MD	2/2/2026	Active	25170	Physician	225 E Washington Ave	Jonesboro Anesthesia PO Box 4060	Jonesboro AR	72403	(870) 932-4211	rlgraeber@sbrmc.org
Full Circle Financial Strategies	2/26/2026	Active	25227	Accountants	2211 Race St	3832 Remington Dr	Jonesboro AR	72404	(870) 819-5330	fullcirclefinancialstrategies@gmail.com
Gayden Signs LLC.	2/19/2026	Active	25213	Advertising-Poster/Painter/Neon/Mag	Outside Jonesboro	11789 George R. James Rd	Eads TN	38028	(901) 713-3211	christy@gaydensigns.com
Gee Money LLC	2/26/2026	Active	25226	Vending Mach.-Amusement	1007 W Monroe Ave #C	1007 W Monroe #C	Jonesboro AR	72401	(870) 520-8386	bridgerg@gmail.com
Grant Conner DO	2/13/2026	Active	25205	Physician	4800 E Johnson Ave	NEA Baptist Clinic PO Box 1960	Jonesboro AR	72403	(870) 936-8000	amanda.brumfield@bmhcc.org
HomeWell Supply LLC	2/2/2026	Active	25178	Computer Business-Online included	3911 Covington Dr.	3911 Covington Dr.	Jonesboro AR	72404	(870) 637-3850	bolingca@outlook.com
Hunt Lease	2/20/2026	Active	25216	Computer Business-Online included	6041 Beaver Run Lane	6041 Beaver Run Lane	Jonesboro AR	72404	(870) 613-0088	info@huntlease.app
Insomnia Cookies	2/13/2026	Active	25197	Bakery-Retail-Pastry	1009 Canera Dr #139A	1 South Broad Street #120	Philadelphia PA	19107	(601) 641-1663	permits@insomniacookies.com
Jack Thyer	2/3/2026	Active	25182	Attorneys	310 East St	Waddell Cole & Jones PLLC PO Box 1700	Jonesboro AR	72403	(870) 336-8229	kcrum@wcjfirm.com
Jake R. McMasters MD	2/13/2026	Active	25203	Physician	1111 Windover Rd.	NEA Baptist Clinic PO Box 1960	Jonesboro AR	72403	(870) 936-8000	amanda.brumfield@bmhcc.org
John-Paul Maravelias MD	2/13/2026	Active	25204	Physician	4800 E Johnson Ave	NEA Baptist Clinic PO Box 1960	Jonesboro AR	72403	(870) 936-8000	amanda.brumfield@bmhcc.org
Jonesboro Luxury Rental	2/6/2026	Active	25190	Short Term Rental 1-9 Units	900 Marjorie Dr	1201 Terrace Court	Jonesboro AR	72401	(310) 403-6348	cherylreeves1089@gmail.com
Mahbuba Meem MD	2/2/2026	Active	25169	Physician	405 E Jackson Ave	St Bernards Cancer Center PO Box 4060	Jonesboro AR	72403	(870) 207-8177	rlgraeber@sbrmc.org
Maheen Khan MD	2/2/2026	Active	25171	Physician	800 S Church Street # 201	St Bernards Neurosurgery PO Box 4060	Jonesboro AR	72403	(870) 934-1462	rlgraeber@sbrmc.org
Michael Bone MD	2/2/2026	Active	25176	Physician	621 E Matthews Ave	St Bernards OFSC PO Box 4060	Jonesboro AR	72403	(870) 932-6799	sbloodworth@sbrmc.org
Michael Tedder MD	2/2/2026	Active	25177	Physician	333 Red Wolf Blvd	St Bernards Physician Clinic PO Box 4060	Jonesboro AR	72403	(870) 972-8181	rlgraeber@sbrmc.org
Monica's Prom and Pageant	2/5/2026	Partial	25188	Inventory Based Businesses	2719 S Caraway Rd	Monica's Bridal LLC dba 14331 Hwy 115	Maynard AR	72444	(870) 393-6737	monica.aquino10@yahoo.com
Nicolas Khattar MD	2/2/2026	Active	25172	Physician	800 S Church Street # 201	St Bernards Neurosurgery PO Box 4060	Jonesboro AR	72403	(870) 934-1462	rlgraeber@sbrmc.org
NTegrity Accelerated. LLC	2/17/2026	Active	25206	Miscellaneous Occupation	108 Cater Dr	108 Cater Dr	Jonesboro AR	72405	(214) 952-0643	dstrickland443@gmail.com
Oreoluwa Oladiran MD FACC	2/13/2026	Active	25202	Physician	4802 E Johnson Ave	NEA Baptist Clinic PO Box 1960	Jonesboro AR	72403	(870) 936-8000	amanda.brumfield@bmhcc.org
OWL Services USA	2/3/2026	Active	25184	General Contractor	Outside Jonesboro	The Oscar W. Larson Company PO Box 11944	Montgomery AL	36102	(248) 620-0070	owl-licensing@owlservices.com
Pop Lock & Drop It	2/17/2026	Active	25210	Locksmith	3719 Stadium Blvd Apt #H1	3719 Stadium Blvd. Apt #H1	Jonesboro AR	72404	(870) 586-6877	bzhudgins@gmail.com
Pouya Hemmati MD	2/2/2026	Active	25173	Physician	201 E Oak Ave	St Bernards Heart & Vascular PO Box 4060	Jonesboro AR	72403	(870) 935-6729	rlgraeber@sbrmc.org
Retrospect Counseling PLLC	2/17/2026	Partial	25207	Counseling Service	2920 Longview Drive	2920 Longview Dr	Jonesboro AR	72401	(870) 333-5300	info@retrospectcounseling.com
Retrospect Wellness Center LLC	2/17/2026	Partial	25208	Service Professional Not Classified	2920 Longview Drive	2920 Longview Dr	Jonesboro AR	72401	(870) 573-0008	info@retrospectwellness.com
Roof RX LLC	2/17/2026	Active	25209	Sub-Contractor	3647 Red Maple Way	3647 Red Maple Way	Jonesboro AR	72404	(479) 263-5768	danyel@roofrxnea.com
Shane Speight DO	2/4/2026	Active	25186	Physician	2405 Aggie Rd Jonesboro	NYIT PO Box 119	State University AR	72467	(870) 680-8882	kwattele@nyit.edu
Shiny Door	2/20/2026	Active	25217	Janitorial Service	1305 N Floyd #57	1305 N Floyd #57	Jonesboro AR	72401	(573) 344-9902	rosaolguin124@gmail.com
Starz Studios and Boutique By Rebecca LLC	2/3/2026	Applied	25183	Beauty & Barbe Shops-Salons	2929 S Caraway Rd	1300 Shannon Cove	Jonesboro AR	72401	8702532464	rebecca.l.richmond1998@gmail.com
Steven Gabbie	2/12/2026	Active	25195	Real Estate-Salesman	301 W Washington Ave	c/o Halsey Real Estate 301 W. Washington	Jonesboro AR	72401	(870) 972-9191	steven@halseyre.com
Suite E Salon	2/27/2026	Active	25228	Beauty & Barbe Shops-Salons	2303 Stallings Ln #E	2303 Stallings Ln #E	Jonesboro AR	72401	(870) 351-5653	suiteesalon2303@gmail.com
Syed Hasan MD	2/2/2026	Active	25174	Physician	800 S Church #204	St Bernards Hand & Wrist Center PO Box 4060	Jonesboro AR	72403	(870) 336-7410	rlgraeber@sbrmc.org
Taylor Rutherford DO	2/13/2026	Active	25200	Physician	4800 E Johnson Ave	NEA Baptist Clinic PO Box 1960	Jonesboro AR	72403	(870) 936-8000	amanda.brumfield@bmhcc.org
The Gather House	2/2/2026	Active	25180	Short Term Rental 1-9 Units	5300 Prospect Road	Courtney French 93 CR 344	Jonesboro AR	72401	(870) 926-7332	courtjfrench@yahoo.com
United Roofing & Renovations LLC	2/18/2026	Active	25211	Sub-Contractor	1921 W Matthews Ave #2	1921 W. Matthews Ave #2	Jonesboro AR	72401	(870) 530-1021	unitedroodingandrenovationsllc@gmail.com
Whataburger Store #178	2/11/2026	Active	25193	Restaurant-031 to 040 seats	3560 Southwest Dr	688 E. Millsap Rd #200	Fayetteville AR	72703	(479) 646-2053	permits@kmaccorp.com
Zac Inboden DO	2/23/2026	Active	25221	Optometrist	623 E Matthews Ave	Vision Care Center of NEA 623 E Matthews Ave	Jonesboro AR	72401	(870) 932-2211	mbacot@visioncarear.com
Zachary Peden DO	2/13/2026	Active	25201	Physician	4800 E Johnson Ave	NEA Baptist Clinic PO Box 1960	Jonesboro AR	72403	(870) 936-8000	amanda.brumfield@bmhcc.org
57	Total									