



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, February 16, 2016

5:30 PM

Municipal Center

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

Council Chambers, Municipal Center

NOMINATING & RULES COMMITTEE MEETING AT 5:15 P.M.

Council Chambers, Municipal Center

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

[COM-16:012](#) State of the City presentation by Mayor Perrin

Sponsors: Mayor's Office

5. CONSENT AGENDA

All items listed below will be voted on in one motion unless a council member requests a separate action on one or more items.

[MIN-16:015](#) Minutes for the City Council meeting on February 2, 2016

Attachments: [Minutes](#)

[RES-16:007](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE CRAIGHEAD FOREST PARK CENTENNIAL & FORT ROTARY PARK DRAINAGE IMPROVEMENTS - 2016:01

Sponsors: Engineering

Attachments: [Bid Tab](#)
[Contract Documents 2016 01](#)

Legislative History

2/2/16	Public Works Council Committee	Recommended to Council
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RES-16:010 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR SUMS RECEIVED AND COSTS ASSOCIATED WITH OFFENSES AND/OR VIOLATIONS COMMITTED WITHIN THE CORPORATE LIMITS JONESBORO, ARKANSAS BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY

Sponsors: Mayor's Office

Attachments: [Interlocal Agreement](#)

Legislative History

2/9/16 Finance & Administration Recommended to Council
Council Committee

RES-16:013 A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

Sponsors: Parks & Recreation

Attachments: [2016 City Pool Contract.pdf](#)

Legislative History

2/9/16 Finance & Administration Recommended to Council
Council Committee

RES-16:020 RESOLUTION TO SET THE JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE CITY WATER AND LIGHT PLANT ELECTION FOR 2016

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-16:011 AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-8 LOCATED ON AGGIE ROAD AS REQUESTED BY DEAN TYRER

Attachments: [Plat](#)

[MAPC Report](#)

ORD-16:012 AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 ANNUAL BUDGET TO ADD \$1,079,325 FOR SALARY INCREASES AND DECLARING AN EMERGENCY FOR THE OPERATIONAL CONTINUITY OF THE CITY OF JONESBORO, ARKANSAS

Sponsors: Mayor's Office and Finance

Attachments: [Exhibit A](#)

EMERGENCY CLAUSE

Legislative History

2/9/16 Finance & Administration Recommended to Council
Council Committee

ORD-16:013 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 & C-2 LUO TO C-1 LUO FOR PROPERTY LOCATED AT 903 EAST MATTHEWS AS

REQUESTED BY JOSH OLSON

Attachments: [Plat](#)
[MAPC Report](#)

RESOLUTIONS TO BE INTRODUCED

RES-15:171 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 3628 E. Nettleton, Owner: David Abernathy

Sponsors: Code Enforcement

Attachments: [3628 E. Nettleton inspection report](#)
[Abernathy county data](#)
[Abernathy title search](#)
[Abernathy 1](#)
[Abernathy 2](#)
[Abernathy 3](#)
[Abernathy 4](#)

Legislative History

12/15/15	Public Safety Council Committee	Recommended to Council
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RES-16:005 RESOLUTION SETTING A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED ALLEYWAY LOCATED NORTH OF GRIFFIN STREET AS REQUESTED BY BOB HARRISON AND CESAR ISLAS

Attachments: [Plat](#)
[Petition](#)
[Engineering & Planning Letter](#)
[Utility Letters](#)

RES-16:014 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED STREET RIGHT-OF-WAY ON EAST STREET AND CATE AVENUE AS REQUESTED BY OAK STREET PROPERTIES, LLC.

Attachments: [Petition](#)
[Plat](#)
[Utility Letters](#)
[Engineering & Planning Dept. Letter](#)

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-16:010 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 3008 ROOK ROAD AS REQUESTED BY THE ROOK FAMILY

Attachments: [Plat](#)
[MAPC Report](#)

Legislative History

2/2/16 City Council Waived Second Reading

8. MAYOR'S REPORTS

COM-16:014 Financial statement for the Jonesboro Airport Commission for January 31, 2016

Sponsors: Municipal Airport Commission

Attachments: [Financial statement](#)

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

Public Comments are limited to 5 minutes per person for a total of 15 minutes.

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-16:012 **Version:** 1 **Name:** State of the City Address
Type: Other Communications **Status:** To Be Introduced
File created: 2/1/2016 **In control:** City Council
On agenda: 2/16/2016 **Final action:**
Title: State of the City presentation by Mayor Perrin
Sponsors: Mayor's Office
Indexes: State of the City Addresses
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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State of the City presentation by Mayor Perrin



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-16:015 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/3/2016 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on February 2, 2016
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on February 2, 2016



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, February 2, 2016

5:30 PM

Municipal Center

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

FINANCE COMMITTEE SPECIAL MEETING AT 5:15 P.M.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 9 - Darrel Dover; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

Absent 2 - Ann Williams and Charles Frierson

4. SPECIAL PRESENTATIONS

COM-16:009

Proclamation/Presentation by Mayor Perrin to Coach Blake Anderson and ASU Football Team

Sponsors: Mayor's Office

Mayor Perrin presented the proclamation and a Key to the City to Coach Anderson. Coach Anderson presented three of the team's seniors and commended them for their work.

This item was Read.

COM-16:010

Proclamation/Presentation by Mayor Perrin to Tim McCall

Sponsors: Mayor's Office

Mayor Perrin presented the proclamation and a Key to the City to Tim McCall.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman

John Street, to Approve the Consent Agenda. The motioned PASSED

Aye: 9 - Darrel Dover;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Ann Williams and Charles Frierson

MIN-16:009

Minutes for the City Council meeting on January 19, 2016

Attachments: [Minutes](#)

This item was APPROVED on the consent agenda.

RES-15:180

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RAVE MOBILE SAFETY FOR A RAVE PANIC BUTTON SYSTEM AT THE MUNICIPAL CENTER

Sponsors: Mayor's Office

Attachments: [Jonesboro-AR_MLSA\(CLEAN\)_2015-12-17](#)
[Jonesboro-AR_ORDERFORM_v.2_2015-12-17_PanicButton](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-006-2016

RES-16:003

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RELATIVITY, INC. FOR COMPUTER AIDED DISPATCH SOFTWARE FOR JONESBORO EMERGENCY SERVICES

Sponsors: E911

Attachments: [Agreement](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-007-2016

RES-16:004

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS FOR THE CITY OF JONESBORO TO ENTER INTO A CONTRACT WITH NORTHEAST ARKANSAS INDUSTRIAL DEVELOPMENT COMMISSION FOR FUNDING OF ECONOMIC DEVELOPMENT SERVICES.

Sponsors: Finance

Attachments: [NAIDC Contract 2016](#)

This item was APPROVED on the consent agenda.

Enactment No: R-EN-008-2016

RES-16:012

A RESOLUTION CALLING FOR A SPECIAL ELECTION TO FILL THE VACANCY FOR ALDERMAN WARD 6 POSITION 1

Sponsors: Mayor's Office

This item was APPROVED on the consent agenda.

Enactment No: R-EN-009-2016

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-16:010

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 3008 ROOK ROAD AS REQUESTED BY THE ROOK FAMILY

Attachments: [Plat](#)
 [MAPC Report](#)

Councilman Street offered the ordinance for first reading by title only.

Councilman Dover asked if there was any opposition to the rezoning. City Planner Otis Spriggs answered no.

A motion was made by Councilman Chris Moore, seconded by Councilman Darrel Dover, to Waive Second Reading. The motion PASSED with the following vote.

Aye: 9 - Darrel Dover;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Ann Williams and Charles Frierson

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-16:001

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RM-8 LUO FOR PROPERTY LOCATED AT 1110 BELT STREET AS REQUESTED BY MARQUE MEALING

Attachments: [Plat](#)
 [Minor Plat](#)
 [MAPC Report](#)

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

Aye: 9 - Darrel Dover;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: O-EN-006-2016

ORD-16:005

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 TO PD-RM FOR PROPERTY LOCATED AT THE END OF DENA JO DRIVE, WEST

OF BEKAH DRIVE AS REQUESTED BY PDW PROPERTIES, LLC

Attachments: [Plat](#)
[MAPC Report](#)

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

Aye: 8 - Darrel Dover;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods and Charles Coleman

Nay: 1 - Todd Burton

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: O-EN-007-2016

ORD-16:006

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 4908 & 4910 E. HIGHLAND AVENUE AS REQUESTED BY BOBBY & ZACH GILLIAM

Attachments: [Plat](#)
[MAPC Report](#)

Councilman Moore clarified that this is the hydraulic shop on Highland that wishes to construct a building to work out of. Mayor Perrin agreed.

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

Aye: 9 - Darrel Dover;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: O-EN-008-2016

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

Building permits for January were \$1,414,000 for commercial and \$2,700,000 for residential. There were 12 online permits for January. More people are applying for permits online.

Next week he, Chief Financial Officer Suzanne Allen and Grants Administrator Kimberly Marshall will be in Washington, D.C. to visit with at least six agencies to discuss grants, existing and new. They will also be meeting with Matt Sagely, the city's grants consultant, and all of the congressional delegation.

He introduced Dewayne Douglas, the new human resources director.

He will be giving the State of the City Address at the next meeting.

Last Friday, he and Police Chief Rick Elliott took part in a documentary about why kids commit crimes. It will be airing on KAIT in the future.

The contract has been awarded for the Parker Road project, extending Parker to

Washington Avenue. The pre-con meeting will be as soon as possible to sign the contract. The contractor that won the contract is the same contractor working on the Highway 226 project.

Parks Director Wixson Huffstetler announced at their weekly meeting that 970 children signed up for City Stars Basketball.

The new City & Town Magazine features the Jonesboro Police Department's new training program. He thought it was a great article.

They met with the railroad companies and the Highway Department. They are still on schedule to bid out the Highway 18 overpass project. The Highway Department passed a minute order last month to start looking at the 15 railroad crossing for possible upgrades. Hopefully they'll get started on that before summer. There will be signalization put in at the railroad crossing on Henson Road, to be paid for by the Highway Department due to the fatalities and number of accidents.

Councilman Moore asked if there was a projected timeline for the Parker Road extension project. Mayor Perrin explained he hasn't seen the number of days in the contract. They project it'll be early 2017 before the road is completed. But, due to the nearby location of the contractor they are hoping to have the project done in late 2016.

9. CITY COUNCIL REPORTS

Councilman Dover motioned, seconded by Councilman Street, to suspend the rules and place ORD-16:009 on the agenda. All voted aye.

ORD-16:009

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A GENERAL REVENUE PROMISSORY NOTE (MIRACLE LEAGUE PARK PROJECT REFUNDING), SERIES 2016; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE; DECLARING AN EMERGENCY; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Sponsors: Mayor's Office

Attachments: [2016-1-26 Note](#)

Councilman Dover offered the ordinance for first reading by title only.

Councilman Street motioned, seconded by Councilman Dover, to suspend the rules and waive the second and third readings. All voted aye.

After passage of the ordinance, Councilman Johnson motioned, seconded by Councilman Street, to adopt the emergency clause. All voted aye.

A motion was made by Councilman John Street, seconded by Councilman Mitch Johnson, that this matter be Passed . The motion PASSED with the following vote:

Aye: 9 - Darrel Dover;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Ann Williams and Charles Frierson

Enactment No: O-EN-009-2016

Councilman Dover informed the Council that the Longevity Committee is working diligently on their recommendations. An ordinance should be taken to the Finance Committee next week and be presented to the Council at the following regular meeting. Mayor Perrin noted the Finance Committee will be meeting next Tuesday at 4:00 p.m.

Councilman Woods stated he attended the regional workforce board meeting recently. It was a great meeting. They mentioned the training program. The meeting for this month is postponed in hopes that people will attend the P20 town hall meeting at the end of the month.

Councilman Moore asked for an update concerning the 411 Union property. They are doing a title search and should have that back before February 16th. They are moving forward with the condemnation. Councilman Moore then asked about the old ice plant. Assistant City Attorney Jessica Coleman explained they are in the process of filing a motion concerning the property and hope to have an answer back soon. Councilman Moore questioned the status of the Citizens Bank Building. Mayor Perrin stated the owner of the land beneath the building have agreed to sell the property, so they are going to start contacting the other owners about selling. He clarified the State is in ownership of the building. Mayor Perrin agreed.

Councilman Moore then asked about the Dean Tyrer lawsuit. Mayor Perrin noted there will be an ordinance on the agenda for the next Council meeting. Councilman Vance added the Council has to do something by March 8th. Councilman Moore then questioned whether the issue should be taken care of in one night. Mayor Perrin explained there will be a lot of discussion since the facts have to be presented and questions have to be answered. Assistant City Attorney Coleman noted the Council has set out things that should be discussed in those types of situations, so those items need to be discussed. Councilman Moore asked for that information be sent out to the Council this week. He would like to know exactly what needs to be discussed. Councilman Burton asked if that's why the rezoning signs are back on the property. City Planner Spriggs answered yes.

10. PUBLIC COMMENTS

11. ADJOURNMENT

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

Aye: 9 - Darrel Dover;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Ann Williams and Charles Frierson

_____ Date: _____

Harold Perrin, Mayor

Attest:

_____ Date: _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-16:007	Version:	1	Name:	Contract with Gillis for drainage improvements at Centennial & Fort Rotary Park
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	1/15/2016	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE CRAIGHEAD FOREST PARK CENTENNIAL & FORT ROTARY PARK DRAINAGE IMPROVEMENTS - 2016:01				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Bid Tab Contract Documents 2016 01				

Date	Ver.	Action By	Action	Result
2/2/2016	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE CRAIGHEAD FOREST PARK CENTENNIAL & FORT ROTARY PARK DRAINAGE IMPROVEMENTS - 2016:01

WHEREAS, , the City of Jonesboro has desires to accept the low bid and enter into a contract for the Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements;

WHEREAS, the low bidder and the firm selected for the Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements is Gillis, Inc.;

WHEREAS, funding for the execution of the contract shall come from the Capital Improvements 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 for the Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements is Gillis, Inc.

Section 2: That funding for the execution of the contract shall come from Capital Improvements 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 agreement.



Budgeted Amount \$150,000.00

Opened by S A Kent
 Tabulated by T Cooper

Bid #: 2016:01
 Date: 01/06/16

DIVISIONS/DEPARTMENT:
 Engineering

Cliff Childress
 Construction

Crabtree & Son
 Construction

Gillis Inc.

Hessling
 Construction

Murphy Brothers
 Construction

Shannon Kee
 Construction

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

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	11	Pipe Removals	200.00	2,200.00	200.00	2,200.00	200.00	2,200.00	355.37	3,909.07	103.18	1,134.98	-	-
2	8	Crossie Removals	25.00	200.00	25.00	200.00	50.00	400.00	150.00	1,200.00	70.87	566.96	-	-
3	18	Asphalt removal	25.00	450.00	18.00	324.00	41.50	747.00	66.67	1,200.06	63.05	1,134.90	-	-
4	100	Soil removal	16.75	1,675.00	35.00	3,500.00	5.00	500.00	28.25	2,825.00	11.35	1,135.00	-	-
5	9	Concrete removal	97.22	874.98	18.00	162.00	83.00	747.00	73.13	658.17	63.00	567.00	-	-
6	740	Silt fence	5.00	3,700.00	3.25	2,405.00	3.50	2,590.00	7.46	5,520.40	3.45	2,553.00	-	-
7	12	Straw Barriers	63.00	756.00	225.00	2,700.00	100.00	1,200.00	43.27	519.24	94.58	1,134.96	-	-
8	15	Inlet Traps	100.00	1,500.00	315.00	4,725.00	150.00	2,250.00	412.64	6,189.60	227.00	3,405.00	-	-
9	8	Area inlets	2,200.00	17,600.00	3,000.00	24,000.00	2,250.00	18,000.00	2,970.82	23,766.56	2,355.50	18,844.00	-	-
10	7	Curb inlets	2,480.00	17,360.00	3,200.00	22,400.00	2,500.00	17,500.00	2,574.38	18,020.66	2,740.71	19,184.97	-	-
11	192	15" CMP	74.00	14,208.00	21.00	4,032.00	26.00	4,992.00	49.49	9,502.08	22.69	4,356.48	-	-
12	306	18" CMP	78.00	23,868.00	25.25	7,726.50	29.50	9,027.00	65.57	20,064.42	21.84	6,683.04	-	-
13	1	Reset 12" RCP	860.00	860.00	1,500.00	1,500.00	500.00	500.00	1,529.08	1,529.08	851.00	851.00	-	-
14	180	15" RCP	98.00	17,640.00	41.85	7,533.00	28.50	5,130.00	66.12	11,901.60	20.42	3,675.60	-	-
15	120	18" RCP	105.00	12,600.00	37.10	4,452.00	34.00	4,080.00	66.29	7,954.80	20.43	2,451.60	-	-
16	54	24" RCP	130.00	7,020.00	64.10	3,461.40	49.00	2,646.00	114.42	6,178.68	36.77	1,985.58	-	-
17	30	10" SP Storm (PP)	52.50	1,575.00	12.00	360.00	15.00	450.00	49.96	1,498.80	28.36	850.80	-	-
18	80	#90 Riprap	25.00	2,000.00	20.00	1,600.00	25.00	2,000.00	48.35	3,868.00	14.18	1,134.40	-	-
19	640	Curb & Gutter	10.75	6,880.00	15.00	9,600.00	14.00	8,960.00	23.39	14,969.60	22.70	14,528.00	-	-
20	110	Vertical Curbing	9.75	1,072.50	15.00	1,650.00	14.00	1,540.00	24.62	2,708.20	22.70	2,497.00	-	-
21	17	Concrete slab	24.00	408.00	49.50	841.50	38.00	646.00	101.74	1,729.58	100.11	1,701.87	-	-
22	2250	General Regardng	1.00	2,250.00	2.00	4,500.00	2.00	4,500.00	4.27	9,607.50	4.54	10,215.00	-	-
23	400	Swale Excavation	7.50	3,000.00	3.75	1,500.00	6.00	2,400.00	7.64	3,056.00	5.67	2,268.00	-	-
24	3	Bermis	600.00	1,800.00	500.00	1,500.00	1,000.00	3,000.00	7,555.91	22,667.73	945.66	2,836.98	-	-
25	6925	Topsoil & Sod	5.00	34,625.00	3.50	24,237.50	4.00	27,700.00	4.69	32,478.25	4.75	32,893.75	-	-
26	685	Limestone Walk	9.25	6,336.25	11.00	7,535.00	8.80	6,028.00	8.27	5,664.95	12.42	8,507.70	-	-
27	12	Landscaping Timers	35.00	420.00	125.00	1,500.00	4.50	54.00	134.87	1,618.44	23.66	283.92	-	-
28	775	Asphalt Paving	27.50	21,312.50	23.25	18,018.75	21.40	16,585.00	25.78	19,979.50	21.96	17,019.00	-	-
29	26	Tire stops	75.00	1,950.00	50.00	1,300.00	50.00	1,300.00	77.62	2,018.12	113.50	2,951.00	-	-
30	520	White line	1.50	780.00	2.00	1,040.00	0.75	390.00	5.95	3,094.00	2.18	1,133.60	-	-
Attachments			Yes		Yes		Yes		Yes		Yes		Rejected	
TOTAL				206,921.23		166,503.65		148,062.00		245,898.09		168,485.09		-



Specifications

For

**Craighead Forest Park
Centennial & Fort Rotary Park
Drainage Improvements**

(Bid #2016:01)
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 Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on January 6, 2016 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 drainage improvements at Craighead Forest Park Centennial and Fort Rotary Park. All Submissions shall be annotated on the outside of the envelope with the bid number 2016:01.

The project consists of the drainage improvements to Craighead Forest Park which includes the installation of approximately 850 LF of drainage pipe and 750 LF of curb and other related items.

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.

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

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

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

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

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements, Bid Number 2016:01 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 Jonesboro AR
Date 1-6-16

Proposal of Gillis 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 Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements

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

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within sixty (60) 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 Five Percent 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.

Jackie Brien

(Witness)

1335 E. Pocket

Greenboro NC 27404

(Address)

Gillis Inc

(Name of Bidder)

By Mitchell Fitti

Mitchell Fitts, CFO

(Print Name and Title)

1335 E. Pocket

Greenboro NC 27404

(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

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Pipe Removals	Each	11	\$ <u>200.00</u>	\$ <u>2200.00</u>
2	Crosstie Removals	Each	8	\$ <u>50.00</u>	\$ <u>400.00</u>
3	Asphalt Removal	SY	18	\$ <u>41.50</u>	\$ <u>747.00</u>
4	Soil Removal	SY	100	\$ <u>5.00</u>	\$ <u>500.00</u>
5	Concrete Removal	SY	9	\$ <u>83.00</u>	\$ <u>747.00</u>
6	Silt Fence	LF	740	\$ <u>3.50</u>	\$ <u>2590.00</u>
7	Straw Barriers	Each	12	\$ <u>100.00</u>	\$ <u>1200.00</u>
8	Inlet Traps	Each	15	\$ <u>150.00</u>	\$ <u>2250.00</u>
9	Area Inlets	Each	8	\$ <u>2250.00</u>	\$ <u>18,000.00</u>
10	Curb Inlets	Each	7	\$ <u>2500.00</u>	\$ <u>17,500.00</u>
11	15" CMP	LF	192	\$ <u>26.00</u>	\$ <u>4992.00</u>
12	18" CMP	LF	306	\$ <u>29.50</u>	\$ <u>9027.00</u>
13	Reset 12" RCP	Each	1	\$ <u>500.00</u>	\$ <u>500.00</u>
14	15" RCP	LF	180	\$ <u>28.50</u>	\$ <u>5130.00</u>
15	18" RCP	LF	120	\$ <u>34.00</u>	\$ <u>4080.00</u>
16	24" RCP	LF	54	\$ <u>49.00</u>	\$ <u>2646.00</u>
17	10" SP Storm (PP)	LF	30	\$ <u>15.00</u>	\$ <u>450.00</u>
18	#90 Riprap	SY	80	\$ <u>25.00</u>	\$ <u>2000.00</u>
19	Curb & Gutter	LF	640	\$ <u>14.00</u>	\$ <u>8960.00</u>
20	Vertical Curbing	LF	110	\$ <u>14.00</u>	\$ <u>1540.00</u>

21	Concrete Slab	SY	17	\$ <u>38.00</u>	\$ <u>646.00</u>
22	General Regrading	SY	2,250	\$ <u>2.00</u>	\$ <u>4500.00</u>
23	Swale Excavation	LF	400	\$ <u>6.00</u>	\$ <u>2400.00</u>
24	Berms	Each	3	\$ <u>1000.00</u>	\$ <u>3000.00</u>
25	Topsoil & Sod	SY	6,925	\$ <u>4.00</u>	\$ <u>27,700.00</u>
26	Limestone Walk	SY	685	\$ <u>8.80</u>	\$ <u>6028.00</u>
27	Landscaping Timers	LF	12	\$ <u>4.50</u>	\$ <u>54.00</u>
28	Asphalt Paving	SY	775	\$ <u>21.40</u>	\$ <u>16585.00</u>
29	Tire Stops	Each	26	\$ <u>50.00</u>	\$ <u>1300.00</u>
30	White Line	LF	520	\$ <u>0.75</u>	\$ <u>390.00</u>

TOTAL BASE BID

\$ 148,062.00

WRITTEN IN WORDS:

One Hundred forty-eight thousand sixty-two
dollars & no/100

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 271458

KNOW ALL MEN BY THESE PRESENTS, that we Gillis Incorporated

1335 E Parker Rd, Jonesboro, AR 72404

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF JONESBORO

300 S Church Street, Jonesboro, AR 72401

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

Dollars (\$ 5 %),

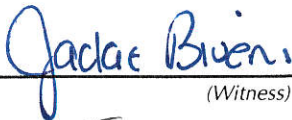
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for CRAIGHEAD FOREST DRAINAGE PROJECT

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 materials 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 31st day of December 2015 XXX

Gillis Incorporated


(Witness)



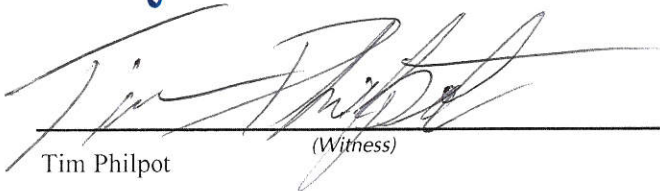
(Principal)

(Seal)

CFO

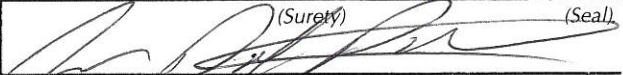
(Title)

Merchants Bonding Company (Mutual)


(Witness)

(Surety)

(Seal)


(Title)
John David Pollock Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 271458

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

John David Pollock

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Twenty Five Million (\$25,000,000.00) Dollars

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



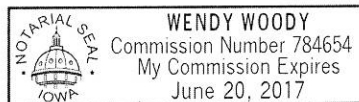
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of December, 2015.



William Warner Jr.
Secretary

ANSWERS TO
STATEMENT OF BIDDER' S QUALIFICATIONS
CRAIGHEAD FOREST PARK
CENTENNIAL & FORT ROTARY PARK
DRAINAGE IMPROVEMENTS
BID #2016.01

1. GILLIS, INC.

2. 1335 E PARKER RD., JONESBORO, AR 72404

3. 1979

4. ARKANSAS

5. SINCE 1996. 19 YEARS.

6. UNIVERSTIY CINEMA	07/01/15	\$1,700,000
RIDGECREST NURSING HOME	08/01/15	\$ 667,000
FIRST SECURITY BANK	05/01/15	\$ 115,625

7. SITEWORK, SUBDIVISIONS, DRAINAGE PROJECTS

8. NO

9. NO

10. NO

11. DRAINAGE DIST 29 IMPROVEMENTS	\$149,900	05/10
ELITE AUTO	83,434	02/10
CENTRAL TOYOTA	94,500	12/09
AUTOWASH CARWASH	141,089	11/09
MARKED TREE FENCING	464,541	07/09
PINES DRAINAGE	276,985	09/08
VALLEY-OWENS (CITY OF JBORO)	403,991	09/08
BROOKSTONE SUBDIVISION	297,473	11/07
SOUTHBEND SUBDIVISION	192,602	10/08
BONO LAKE CLEARING	231,400	09/08

12. 330 EXCAVATOR
CAT MINI EXC
CAT SKIDSTEER
DUMP TRUCKS

13. 19 YEARS CONSTRUCTION WORK INCLUDING SIMILAR JOBS SUCH AS:
CENTRAL BAPTIST CHURCH – SITEWORK, BUILT DETENTION POND,
MOVED APRX 170,000 CY DIRT.
CORP OF ENGINEERS – REBUILD LEVEE AT TULOT ARKANSAS
BARRINGTON PARK – BUILT DETENTION POND, CUT LOTS AND
BUILT STREETS
MARKED TREE RAILROAD – BUILT 1 ½ MILES OF RAILROAD SPUR

14. JIM GILLIS, PRES – 33 YEARS IN BUSINESS. OPERATING/COORDINATING 3 CORPORATIONS
SIMUTANEOUSLY
MITCHELL FITTS, VICE PRES – BUSINESS MANAGEMENT, DAY TO DAY AFFAIRS AS
WELL AS THE FINANCES AND BUSINESS OPERATIONS FOR GILLIS INC.
JEANNIE GILLIS, SEC – RETIRED FROM ARK DEPT OF HEALTH (30+ YEARS), OVERSEES ALL
TRAINING AND SAFETY ASPECTS OF BUSINESSES—QUALITY CONTROL AND OFFICE
STAFF
ROBBIE SMART, JOB SUPERINTENDENT – 9 YEARS IN SUPERVISION OF CONSTRUCTION
AND FARM LEVELING WITH DIRT PANS. DIGITAL SURVEYING AND DIGITAL
ESTIMATING. OPERATION OF HEAVY EQUIPMENT
JASON BRANCH, PROJECT COORDINATION - PROFESSIONAL SURVEYOR, GPS MACHINE
CONTROL, 3-D MODELING, CONSTRUCTION LAYOUT AND QUALITY CONTROL

15. \$600,000.00

16. INTEGRITY FIRST BANK. STACI BLANKENSHIP.

17. YES

18. SEE ORIGINAL INSERT PAGE FOR SIGNATURES.

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a Contract?
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
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.
12. List your major equipment available for this Contract.
13. Experience in construction work similar in importance to this project.
14. Background and experience of the principal members of your organization, including the officers.
15. Credit available: \$_____.
16. Give Bank reference: _____.

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 AR this 6th
day of Jan, 2016.

Gillis Inc
(Name of Bidder)
By Mitchell Fitts
Title CFO

STATE OF Arkansas)
COUNTY OF Craighead) SS.

Mitchell Fitts being duly sworn deposes and says that
he is CFO of Gillis Inc
(Name of Organization)

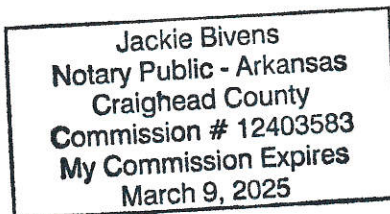
and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 6 day of Jan, 2016.

Jackie Bivens
(Notary Public)

My Commission Expires:

3-9-25



VII. CONTRACT

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

between Gillis, 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".

WITNESSETH:

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements, in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

_____ dated _____

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within sixty (60) 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 Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements.

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

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

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

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

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

Executed on this _____ day of _____, 20____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

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

IX. GENERAL CONDITIONS
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.22	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 and Property Damage)	- \$1,000,000/occurrence - \$2,000,000/aggregate
(4) Builder's Risk	- Insurable Portion

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

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

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

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

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

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

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

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

GC.11 PAYMENT TO CONTRACTOR

Payment will be made to the Contractor once a month. 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.

GC.12 USE OF COMPLETED PORTIONS

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

GC.13 CHANGES IN THE WORK

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

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

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

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

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

- (1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in

accordance therewith for acceptance by the Contractor and

- (2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:
 - (A) Labor, including foremen;
 - (B) Materials entering permanently into the work;
 - (C) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - (D) Power and consumable supplies for the operation of power equipment;
 - (E) Insurance;
 - (F) Social Security and old age and unemployment contributions.

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

Each Change Order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's Proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the Contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

GC.14 CLAIMS FOR EXTRA COST

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

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

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

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

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

same had been completed by said Contractor, then the Contractor and his Surety shall pay the amount of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

Termination for Convenience

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

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

- (1) cease operations as directed by the Owner in the notice;
- (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

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

GC.16 SUSPENSION OF WORK

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

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

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

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

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

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

- 1) Requests for extension of time shall be in writing. No extension of time shall be granted automatically.
- 2) The Contractor claiming an extension of time because of any of the contingencies hereinabove mentioned, shall, within ten (10) days of the occurrence of the contingency which justifies the delay, notify the Owner in writing of his claim and the reasons therefore.
- 3) In event of a continuing cause of delay, only one claim is necessary.

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

- (1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Owner;
- (3) To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

It is acknowledged between the parties to this Contract that the work to be performed by the

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

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

GC.18 DISPUTES

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

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

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

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

GC.21 SHOP DRAWINGS

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

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

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

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

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

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

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

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

Where such substitutions alter the design or space requirements indicated on the Contract Drawings, detailed drawings shall be prepared and submitted by the Contractor delineating any changes in, or additions to, the work shown on the Contract Drawings, and such drawings and changes or additions to the work shall be made by the Contractor at no additional expense to the City. In all cases, the burden of proof that the material or equipment offered for substitution is equal in construction,

efficiency, and service to that named on the Contract Drawings and in these Contract Documents shall rest on the Contractor, and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

GC.24 SAMPLES, CERTIFICATES, AND TESTS

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

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

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

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

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

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

GC.25 PERMITS AND CODES

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

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

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

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

GC.26 CARE OF WORK

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

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

The Contractor shall provide sufficient competent watchmen, as required to protect the work both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor,

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

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

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

GC.27 QUALITY OF WORK AND PROPERTY

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

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the

quality of the work, property, materials, equipment or performance, whether initial or corrective, his liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

GC.28 ACCIDENT PREVENTION

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

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

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

GC.29 SANITARY FACILITIES

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

GC.30 USE OF PREMISES

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

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

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

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

GC.33 OBSERVATION OF WORK

The Engineer, his authorized representative, and any Federal, State, County, or local authority representative having jurisdiction over any part of the work, or area through which the work is located, shall at all times have access to the work in progress.

The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

The Engineer is not responsible for the Contractor's means, methods, techniques, sequences, or

procedures of construction, or safety precautions and programs incident thereto.

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

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

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

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

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

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.

All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may,

upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.35 PROHIBITED INTERESTS

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

GC.36 FINAL INSPECTION

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

GC.37 PATENTS

The Contractor shall hold and save harmless the Local Public Agency, its officers, employees, and the Engineer, from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the

performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

GC.38 WARRANTY OF TITLE

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

GC.39 GENERAL GUARANTY

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

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.7	ARKANSAS PREVAILING WAGE RATES

SGC.1 PROGRESS SCHEDULE

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

- (1) Actual date construction is scheduled to start if different from the date of notice to proceed.
- (2) Planned contract completion date.
- (3) Beginning and completion dates for each phase of work.
- (4) Respective dates for submission of shop drawings and the beginning of manufacture, the testing of, and the installation of materials, supplies, and equipment.
- (5) All construction milestone dates.
- (6) A separate graph showing work placement in dollars versus contract time. The schedule shall incorporate contract changes as they occur. The schedule shall be maintained in an up-to-date condition and shall be available for inspection at the construction site at all times.

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

SGC.2 DRAWINGS

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

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

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

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SGC.4 RECORD DRAWINGS

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

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

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

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

SGC.6 MINIMUM WAGES

The Contractor shall comply with the provisions of the Arkansas Prevailing Wage Law, Arkansas Code Annotated §§ 22-9-301 to 22-9-313 (1987) and the administrative regulations promulgated thereunder, as they apply under this Contract.

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

The Contractor shall comply with all applicable provisions of the Arkansas Prevailing Wage Law including the following:

- (1) Pay wage rates not less than the prevailing hourly wage for each craft or type of workman needed to execute the Contract, as determined by the Arkansas Department of Labor, such determination covering rates for regular hours, and rates for holidays and overtime work (Arkansas Code Ann. §§ 22-9-308(b)(2) and §§ 22-9-308(c)).
- (2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates as determined (Arkansas Code Ann. §§ 22-9-309(a)).
- (3) Keep an accurate record of workman employed by him, and by each subcontractor, if any, including the wage payments made. Such record, or records, shall be available for inspection by the Arkansas Department of Labor, and the Owner, during reasonable hours.
- (4) The Contractor's bond shall guarantee the payment of wages as herein specified.

Wage rates as established by the Arkansas Department of Labor are minimum for wage payments under this Contract.

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



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4506 TRS: 800-285-1131

December 2, 2015

Tracey Cooper
City of Jonesboro
PO Box 1845
Jonesboro, AR 72403

Re: CENTENNIAL & FORT ROTARY PARK
DRAINAGE IMPROVEMENTS
CRAIGHEAD FOREST PARK
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY

Dear Tracey Cooper:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **15-327** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4506.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage Determination

Date: 12/2/2015

Determination #: 15-327

Expires: 6/2/2016

Project: Centennial & Fort Rotary Park Drainage Improvements

Site: Craighead Forest Park

City: Jonesboro, Arkansas

Project County: Craighead

Survey#: 715-AH11

COUNTY(S) Group

Clay 11

Craighead

Greene

Mississippi

Poinsett

CLASSIFICATION

Basic Hourly Rate

Fringe Benefits

Carpenter	\$14.00	
Concrete Finisher/Cement Mason	\$15.00	
Electrician/Alarm Installer	\$18.50	\$2.20
Ironworker (Including Reinforcing Work)	\$12.60	
Laborer	\$12.10	
Painter/Sheet Rock Finisher	\$15.60	
Pipelayer	\$12.55	
Asphalt Paving Machine	\$13.00	
Backhoe - Rubber Tired (1 yard or less)	\$15.05	
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	\$12.55	
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	\$18.00	
Distributor	\$12.55	
End Dump (Dump Truck)	\$14.00	
Finishing Machine	\$12.55	
Front End Loader, finish	\$13.50	\$1.38
Mechanic	\$12.55	
Motor Patrol, finish	\$12.95	
Motor Patrol, rough	\$12.55	
Roller	\$13.70	
Tractor	\$12.35	
Bulldozer	\$15.60	
Excavator/Trackhoe	\$16.30	
Truck Driver (Excludes Dump Truck)	\$18.05	

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/3/2015

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

**PROJECT: CENTENNIAL & FORT ROTARY PARK DRAINAGE IMPROVEMENTS
CRAIGHEAD FOREST PARK
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 15-327** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

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.22	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 Craighead Forest Park, Jonesboro, Arkansas. 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 for the Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be sixty (60) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

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

SC.6 LIQUIDATED DAMAGES FOR DELAY

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

1. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed"; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.
2. Extensions of time for completion, under the condition of 2(a) next below, will be granted;

extensions may be granted under other stated conditions:

- a. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
 - b. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, so unusual as not to be reasonably anticipated, extensions of time may be granted.
 - c. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
 - (1) Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 - (2) Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.
3. The Resident Project Representative or other authorized representative of the City shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the City and the Contractor, as to the classification of any day, the matter shall be referred to the City whose decision shall be final.
 4. The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

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

<u>Amount of Contract</u>	<u>Liquidated Damages</u> <u>Per Day</u>
Less than \$25,000.00	\$100.00
Not less than \$ 25,000.00 but less than \$ 50,000.00	\$150.00
Not less than \$ 50,000.00 but less than \$ 100,000.00	\$200.00
Not less than \$100,000.00 but less than \$ 500,000.00	\$250.00

Not less than \$500,000.00 but less than \$1,000,000.00	\$350.00
Over \$1,000,000.00	\$500.00

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility; and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.
2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.
3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

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

SC.7 KNOWLEDGE OF CONDITIONS

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

SC.8 PERMITS AND RIGHTS-OF-WAY

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

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

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

SC.9 REFERENCE SPECIFICATIONS

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

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

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.11 USED MATERIALS

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

SC.12 EXISTING STRUCTURES

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

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

SC.13 USE OF EXPLOSIVES

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

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

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

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

The Contractor will be held responsible for all damage to the work due to failure to provide barricades, signs, lights, and watchmen to protect it. Whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall 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.22 LINES AND GRADES

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

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

Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements

project.

Contractor's Signature

Title

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

Notary Public

My Commission Expires:

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name _____
Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

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

Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements

have been fully satisfied.

Contractor's Signature

Title

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

Notary Public

My Commission Expires:

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

Dated _____

Surety Company

By _____
Resident Agent, State of Arkansas

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, and _____,

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

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

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal, has by a certain contract with the City of Jonesboro dated the ____ day of _____, 20____, agreed to construct the Craighead Forest Park Centennial & Fort Rotary Park Drainage Improvements and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

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

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

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

Principal

ATTEST:

BY: _____

SEAL

Surety

ATTEST:

BY: _____

Attorney in Fact

XII. TECHNICAL SPECIFICATIONS

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)
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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.



Legislation Details (With Text)

File #: RES-16:010 **Version:** 2 **Name:** Agreement with Craighead County
Type: Resolution **Status:** Recommended to Council
File created: 1/21/2016 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR SUMS RECEIVED AND COSTS ASSOCIATED WITH OFFENSES AND/OR VIOLATIONS COMMITTED WITHIN THE CORPORATE LIMITS JONESBORO, ARKANSAS BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY

Sponsors: Mayor's Office

Indexes: Contract

Code sections:

Attachments: [Interlocal Agreement](#)

Date	Ver.	Action By	Action	Result
2/9/2016	2	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR SUMS RECEIVED AND COSTS ASSOCIATED WITH OFFENSES AND/OR VIOLATIONS COMMITTED WITHIN THE CORPORATE LIMITS JONESBORO, ARKANSAS BETWEEN THE CITY OF JONESBORO AND CRAIGHEAD COUNTY

WHEREAS, Arkansas Code Annotated 16-17-707(a)(1) states the district court clerk shall keep three (3) separate accounting records of all fines, penalties, forfeitures, fees, and costs received by him or her for any misdemeanors or violations of the town or city ordinances and all cases which are misdemeanors or violations under state law or traffic offenses which are misdemeanors or violations under state law or town or city ordinance committed within the corporate limits of the town or city where the court sits, where the arresting officer was a police officer or other officer of the town or city, a Department of Arkansas State Police officer or other certified law enforcement officer of the state, or an officer of a private or public college or university located within the corporate limits of the town or city where the court sits; and

WHEREAS, Arkansas Code Annotated 16-17-707(b)(3) states a town or city that has a police department and does not operate a district court or city court shall receive only the prorated sums collected as provided in 16-17-1203; and

WHEREAS, Arkansas Code Annotated 16-17-1203 states a written agreement is mandatory and is to be entered into between the governing body of the town or city and the governing bodies of the political subdivisions that contribute to the operational expenses of the district court; and

WHEREAS, the governing bodies of the cities of Jonesboro, Brookland, Bono, Bay, Lake City, Caraway, Monette, Cash, Egypt, Black Oak and Craighead County, Arkansas (collectively hereinafter referred to as "the parties") desire to formally put into writing the agreement on the disbursement of all fines, penalties, forfeitures, fees, and costs between the governing entities; and

WHEREAS, the City of Jonesboro desires to formally enter into the mandatory written agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro as follows:

SECTION I: The Jonesboro City Council hereby authorizes the Mayor and City Clerk to enter into the Intergovernmental Agreement between the cities of Craighead County and Craighead County regarding the sums received and cost associated with offenses and/or violations committed within the corporate limits of Jonesboro, Arkansas.

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF JONESBORO, BROOKLAND, BONO, BAY, LAKE CITY, CARAWAY, MONETTE, CASH, EGYPT, BLACK OAK AND CRAIGHEAD COUNTY, ARKANSAS FOR REVENUE AND EXPENSE SHARING OF SUMS COLLECTED IN DISTRICT COURT

WHEREAS, Arkansas Code Annotated § 16-17-707(a)(1) states the district court clerk shall keep a separate accounting record of all fines, penalties, forfeitures, fees, and costs received by him or her for any misdemeanors or violations of the town or city ordinances and all cases which are misdemeanors or violations under state law or traffic offenses which are misdemeanors or violations under state law or town or city ordinance committed within the corporate limits of the town or city where the court sits, where the arresting officer was a police officer or other officer of the town or city, a Department of Arkansas State Police officer or other certified law enforcement officer of the state, or an officer of a private or public college or university located within the corporate limits of the town or city where the court sits; and

WHEREAS, Arkansas Code Annotated § 16-17-707(b)(3) states a town or city that has a police department and does not operate a district court or city court shall receive only the prorated sums collected as provided in § 16-17-1203; and

WHEREAS, Arkansas Code Annotated § 16-17-1203 states a written agreement is mandatory and is to be entered into between the governing body of the town or city and the governing bodies of the political subdivisions that contribute to the operational expenses of the district court; and

WHEREAS, the governing bodies of the cities of Jonesboro, Brookland, Bono, Bay, Lake City, Caraway, Monette, Cash, Egypt, Black Oak and Craighead County, Arkansas (collectively hereinafter referred to as "the parties") desire to formally put into writing the agreement on the disbursement of all fines, penalties, forfeitures, fees, and costs between the governing entities; and

WHEREAS, the parties hereto are authorized to enter into this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties hereto as follows

Section 1. Collected Sums. The parties hereto agree all sums collected in Craighead County District Court in all nontraffic cases which are misdemeanors or violations of the town or city ordinances and all cases which are misdemeanors or violations under state law or traffic offenses which are misdemeanors or violations under state law or town or city ordinance committed within the corporate limits of the town or city shall be remitted to that city where the offense and/or violation occurred by the Craighead County District Court Clerk on a monthly basis with deductions as outlined herein. The parties hereto understand and agree these sums also include those sums received where the arresting officer was an Arkansas State Police officer. The parties hereto further understand and agree Craighead County shall only receive the sums collected when the offense and/or violation was committed outside the corporate limits of the town or city that is a party hereto.

Section 2. *Cost Sharing.* The parties hereto agree to contribute to the operational expenses of the Craighead District Court according to a prorated amount based on the number of cases filed in Craighead County District Court from each town, city or Craighead County in proportion to the total number of cases filed in Craighead County District Court for the preceding calendar year.

Section 3. *Additional cost.* In addition to the prorated costs outlined above, the cities of Jonesboro, Brookland, Bono, Bay, Lake City, Caraway, Monette, Cash, Egypt, and Black Oak agree to have deducted by the Craighead County District Court Clerk a sum equal to five percent (5%) of the sums received associated with those offenses committed within these cities corporate limits where the arresting officer was an Arkansas State Police officer, as an additional operational cost.

Section 4. *Certification of cases.* Within fifteen (15) days from January 1 of each year of this agreement, the Craighead County District Court clerk shall by order of the District Court certify the number of total cases filed in Craighead County District Court for the preceding calendar year along with the corresponding prorated percentage of each governing body located within Craighead County. Immediately upon certification, the Craighead County District Court Clerk shall provide this certification of cases to each party hereto.

Section 5. *Monthly accounting and disbursement.* The Craighead County District Court Clerk shall remit to the parties hereto those sums received as outlined herein with the proper deductions on a monthly basis.

Section 6. *Term.* The initial term of this agreement shall begin January 1, 2016 and shall continue through December 31, 2016, unless sooner terminated by any of the parties hereto. This agreement shall thereafter automatically renew each January 1. Any party hereto may terminate this agreement by giving the other parties written notice of its intent to terminate at least sixty (60) days prior to the effective date of the termination. However, the only thing modifiable herein is the five percent (5%) administrative fee, as all other terms are dictated and mandatory pursuant to Arkansas law. Upon termination by any party, this agreement shall remain in full force and effect until a new agreement is entered into by the parties, as a written agreement is mandatory under Arkansas law.

Section 7. *Enforceability.* If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

Section 8. *Complete Agreement.* This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of any of the parties has any authority to modify this Agreement except pursuant to such express authority as may be granted by the governing bodies of the parties hereto.

Section 9. *Execution.* The parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

Section 10. This Agreement shall be construed under the laws of the State of Arkansas.

Section 11. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

Section 12. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

CITY OF JONESBORO

Harold Perrin, Mayor

Dated: _____

Attest

CITY OF BROOKLAND

Kenneth Jones, Mayor

Dated: _____

Attest

CITY OF BAY

Darrell Kirby, Mayor

Dated: _____

Attest

CITY OF BONO

Dan Shaw, Mayor

Dated _____

Attest

CITY OF CARAWAY

Barry Riley, Mayor

Dated: _____

Attest

CITY OF MONETTE

Chub Qualls, Mayor

Dated: _____

Attest

CITY OF CASH

Michael Cureton, Mayor

Dated: _____

Attest

CITY OF EGYPT

Don Scruggs, Mayor

Dated:_____

Attest

CITY OF BLACK OAK

Eddie Dunigan, Mayor

Dated:_____

Attest

CRAIGHEAD COUNTY

Ed Hill, County Judge

Dated:_____

Attest



Legislation Details (With Text)

File #:	RES-16:013	Version:	1	Name:	Contract with Jonesboro Jets
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/1/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	2016 City Pool Contract.pdf				

Date	Ver.	Action By	Action	Result
2/9/2016	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

WHEREAS, the City of Jonesboro owns and maintains the Jonesboro City Pool Complex; and

WHEREAS, the Jonesboro Jets are a non-profit 501 (c) (3) organization created for the purpose of administering and promoting youth swimming; and

WHEREAS, the City of Jonesboro and the Jonesboro Jets desire to enter into a contract to provide organized swimming for youth at the Jonesboro City Pool Complex;

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

1. The City of Jonesboro, Arkansas shall contract with the Jonesboro Jets to provide organized youth swimming at the Jonesboro City Pool Complex.
2. The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

JONESBORO JETS

This Agreement is made by and between JONESBORO JETS, Inc., an Arkansas not for profit corporation, ("JETS") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this 1st Day of May 2016 (the "Effective Date").

WHEREAS, JETS is an Arkansas not for profit organization organized to promote youth sports activities through the operation of its youth swim program; and

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

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

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

I. Term

- a) The term of this Agreement is for a period of one (1) year commencing on the Effective Date.

II. Use of Facilities by JETS

- 1) During the period of May 15th 2016 to August 15th 2016 during the Term of this Agreement, JETS shall have the right to use the CITY'S pool Facilities. During the months of June, July and August, the usage will be from 7:00 a.m. until 10:00 a.m. and 6:05pm to 6:50pm. During the month of May the usage will be from 4:00 p.m. until 6:00 p.m. This period shall be referred to as the "Primary Usage Period."
- 2) JETS shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. These meets must end by 1:00 p.m. on the designated day or an additional rental fee must be paid at the rate of \$75 per hour that the event runs over. Any portion over one hour counts as a full hour for purposes of fees. For example if the event should end at 1:00 p.m. and actually ends at 2:15 p.m. an additional fee of \$150 would be due and payable for that event overage. The Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet

unless it has been rented for another event. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Pool and/or Parks Director no later than 30 days prior to the requested reservation.

- 3) JETS understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. JETS understands that the Pool Director for the Facilities has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by JETS and all JETS sponsored activities related to the use of the Facilities.
- 6) CITY shall issue 2 key(s) to JETS for use of the Facilities. The keys may not be reproduced or duplicated by JETS. One key shall be issued to the Head Coach of JETS and one key to the assistant coach/board president for use during the Primary Usage Period. JETS agree to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. JETS will be charged a fee of \$25 for each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.
- 7) JETS understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JETS during the Primary Usage Period or otherwise. JETS will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Pool and/or Parks Director. JETS is solely responsible for their equipment and the CITY is not responsible for any loss or damage to JETS equipment used and/or stored at the Facilities.
- 8) If JETS should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, JETS shall complete an Application for Use of Facilities at the beginning of the season. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall JETS have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY.
- 10) JETS shall have at least one certified lifeguard on deck at all times during the Primary

Usage Period or any meets or special events sponsored by JETS.

- 11) JETS must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by JETS. A copy of said rules can be obtained from the Pool and/or Parks Director.
- 12) JETS shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Pool and/or Parks Director prior to the beginning of the Primary Usage Period.
- 13) JETS shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Pool and/or Parks Director. This shall include any advertisement of JETS activities or any sponsorships of any events held at the Facilities or otherwise. JETS shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Pool and/or Parks Director. JETS shall at no time advertise for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

- 1) Provide the following maintenance and repairs, to the best of its ability given staff and budget, in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a) Maintain pool water quality.
 - b) Maintain all fences and gates.
 - c) Provide utilities.
 - d) Provide and maintain parking lots
 - e) Provide and maintain bleachers for scheduled swim meets.
 - f) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
 - g) Maintain structural integrity of concession stands, restrooms and Facilities including repair or replacements of damaged roofs, doors, and windows.
 - h) Maintain restroom facilities, including cleaning and stocking with toilet tissue.
 - i) Maintain and repair parking areas.

It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligation due to budget constraints, JETS may, but shall not be obligated to perform CITY's duties and shall be entitled to deduct the cost from the payments required to be made by JETS to CITY under Article IV. In no event shall CITY be obligated to JETS for any monetary damages.

IV. Obligations of JETS

JETS shall:

- 1) Pay a usage fee to the CITY in the amount of \$21.00 per individual or \$42.00 per family enrolled in the JETS program. Said fees are due and payable each month that the participants are enrolled in the program. All fees are to be paid to the City of Jonesboro no later than the 10th of each month. JETS agrees to provide the CITY with a monthly roster of the names of the members enrolled in the program throughout the Primary Usage Period.
- 2) JETS shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 3) JETS shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 4) Schedule and meet with CITY Pool Director prior to the season to discuss schedule, and department guidelines.
- 5) JETS is responsible for any of their items stolen or damaged, during the course of the year.
- 6) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the JETS program.
- 9) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. JETS hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) JETS agrees to be solely responsible for any and all damages related to and arising out of JETS use of the Facilities during the term of the Agreement when the Facilities are being used by JETS. This includes, but is not limited to, any and all persons associated with JETS who use the Facilities during the terms of the Agreement. JETS agrees to be solely responsible for all repairs and costs of repairs to the

Facilities for any and all damages. Repair of damage to concession stand shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish JETS right to seek recourse against those persons causing the damage.

11) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY Facilities. Examples of rules may include but are not limited to:

- a. No unauthorized Vehicles may be parked at Facilities during activities including but not limited to sidewalks and grassy areas.
- b. No tobacco use (smoking or smokeless) in the Facilities or in the bleacher areas.
- c. Participant and spectator parking only in parking lots.
- d. No dogs

12) Activity initiated by JETS Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to JETS.

13) Prior to the commencement of the Primary Usage Period, JETS will provide to the CITY:

- Current by-laws of JETS
- Proof of insurance and indemnification
- List of current officers and board members of JETS with addresses, phone numbers and e-mail (if applicable). JETS agrees to notify CITY of any changes in board members.

V. Default of JETS

a) If JETS defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from CITY, JETS fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may, at its option (but shall not be required to do so), perform the same for the account of JETS and any amount paid or expenses incurred by the CITY in the performance thereof shall be deemed additional fees and shall be due and payable with the other fees contained herein.

b) Additionally, if JETS defaults in performance of this Agreement, and after written notice from CITY, JETS fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then CITY may terminate this Agreement.

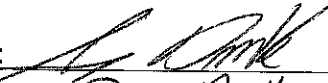
VI. Default of CITY

a) If CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from JETS, CITY fails to cure such default

- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

JONESBORO JETS

By: 
Name: Jim Drake
Title: President, Jonesboro Jets
Date: 1-26-16

CITY OF JONESBORO

By: _____
Name: Harold Perrin
Title: MAYOR
Date: _____

ATTEST

Donna Jackson, City Clerk, CMC

within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JETS may, at its option (but shall not be required to do so), perform the same for the account of CITY and any amount paid or expenses incurred by the JETS in the performance thereof shall be deducted from the amounts required to be paid by JETS to CITY under Article IV.

b) Additionally, if CITY defaults in performance of this Agreement, and after written notice from JETS, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JETS may terminate this Agreement.

VII. Assignability and Exclusivity

This Agreement is a privilege for the benefit of JETS only and may not be assigned in whole or in part by JETS to any other person or entity. Both parties understand that JETS use of the Facilities is nonexclusive, except during the Primary Usage Period.

VIII. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery with a signed receipt, in writing or by registered or e-mail, or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

JETS

By: 

Name: Jim Drake

Title: President, Jonesboro Jets

CITY:

Wixson Huffstetler; Director

CITY OF JONESBORO

Parks and Recreation

3009 Dan Avenue

Jonesboro, AR 72401

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.



Legislation Details (With Text)

File #:	RES-16:020	Version:	1	Name:	Set the judges, clerks and alternate workers for the 2016 CWL Election
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	2/9/2016	In control:		In control:	City Council
On agenda:		Final action:			
Title:	RESOLUTION TO SET THE JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE CITY WATER AND LIGHT PLANT ELECTION FOR 2016				
Sponsors:					
Indexes:	CWL elections				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION TO SET THE JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE CITY WATER AND LIGHT PLANT ELECTION FOR 2016

BE IT RESOLVED by the City Council of the City of Jonesboro, that the following persons be named as judges, clerks, and alternate workers to serve in the election for directors for Positions 7, 8, and 9 of the City Water and Light Plant of the City of Jonesboro, Arkansas, an improvement district, which election is to be held Thursday, February 18, 2016.

JUDGE:

Wanda Rackley	870-935-1521
Jane Stricklin	870-932-4071
Clint Boling	870-761-1937

CLERKS:

Eula Davis	870-926-3919
Shirley Dent	870-926-3846

ALTERNATES:

Judy Roberts	870-897-0066
Judy Robinette	870-761-2324
List Hart	870-273-2284

The polling place for such election is hereby designated as the Earl Bell Community Center, 1212 Church Street, Jonesboro, Arkansas.



Legislation Details (With Text)

File #: ORD-16:011 **Version:** 1 **Name:** Rezoning on Aggie Road
Type: Ordinance **Status:** First Reading
File created: 1/27/2016 **In control:** City Council
On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-8 LOCATED ON AGGIE ROAD AS REQUESTED BY DEAN TYRER

Sponsors:

Indexes: Rezoning

Code sections:

Attachments: [Plat](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES WHEREAS, the following described lands located in Jonesboro, Craighead County, Arkansas, are currently zoned R-1, residential use classification:

A part of the Southeast Quarter of the Northeast Quarter, and a part of the Northeast Quarter of the Southeast Quarter, both in Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, to wit:

From the Northeast corner of said Section 15, thence S00°10'39"E, along the east line thereof, a distance of 1,325.85 feet to a point, said point being the Northeast Corner of said Southwest Quarter of the Northeast Quarter; thence S89°49'32"W, along the north line thereof, a distance of 336.60 feet to a point, said point being the POINT OF BEGINNING; thence S00°10'39"E, a distance of 2,201.82 feet to a point; thence S62°14'36"W, a distance of 951.38 feet to a point; thence N89°42'00"W, a distance of 165.42 feet to a point; thence N00°06'35"E, a distance of 1,247.00 feet to a point; thence S89°22'57"E, a distance of 652.64 feet to a point; thence N00°00'08"W, a distance of 752.79 feet to a point; thence S87°40'00"W, a distance of 150.00 feet to a point; thence N00°00'08"W, a distance of 655.86 feet to a point; thence N89°49'32"E, a distance of 495.44 feet to a point; said point being the POINT OF BEGINNING, said tract containing 37.86 acres, and said tract being subject to existing utility easements and the right-of-way of Aggie Road.

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

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

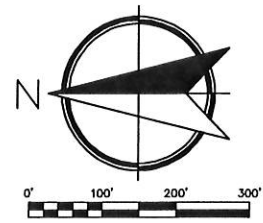
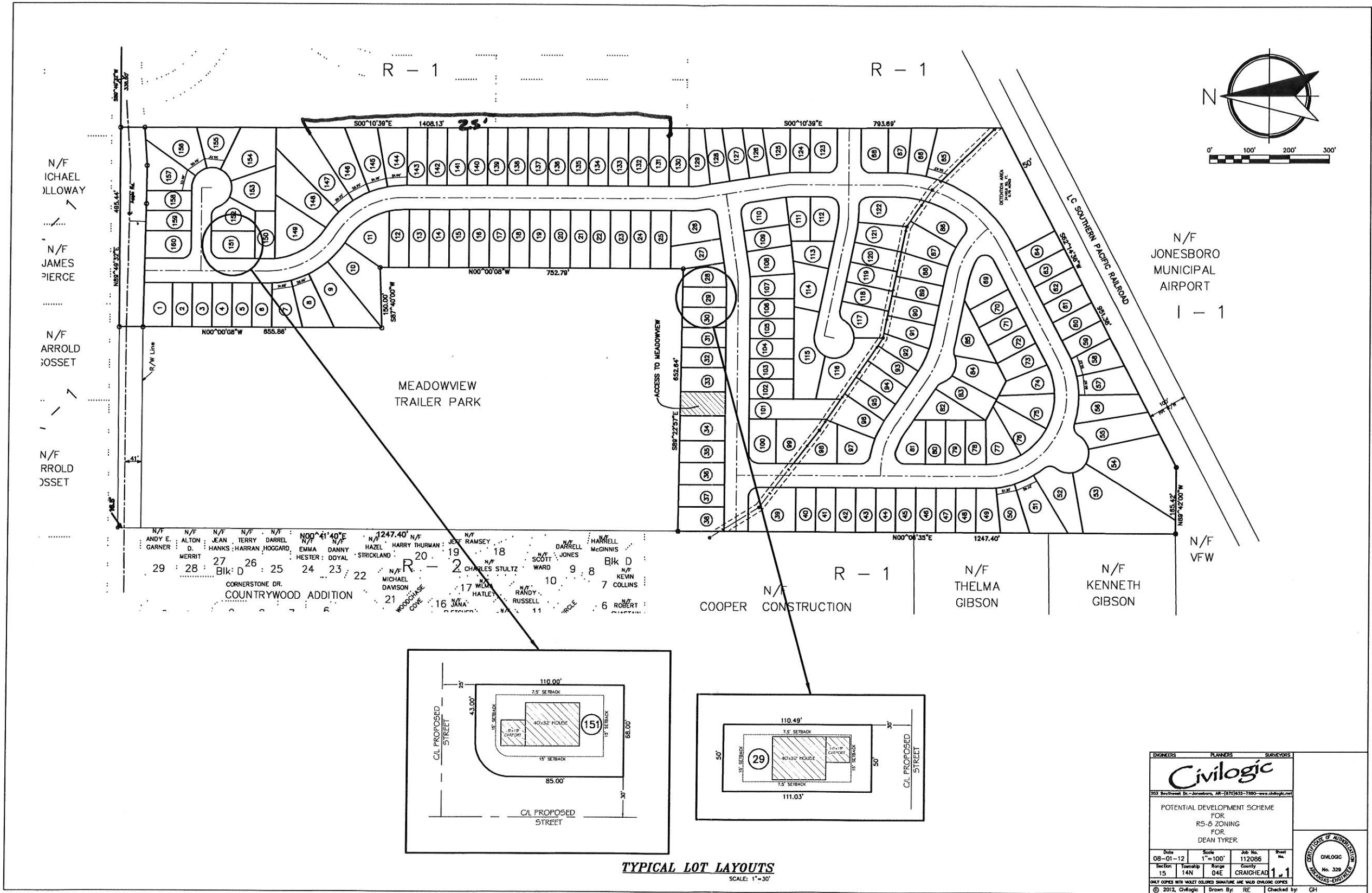
SECTION I: The Zoning Ordinance of the City of Jonesboro, Arkansas, codified as Title 14 of the Jonesboro Municipal Code, should be, and hereby is amended so that the Property described herein shall be zoned as RS-8 Limited Use Overlay (LUO).

SECTION II: The following conditions are required pursuant to the RS-8 LUO rezoning for the subject property:

1. That subdivision development plans be submitted and reviewed by the MAPC prior to any future redevelopment of the site.
2. A maximum of one hundred-sixty (160) lots will be developed on the subject property.
3. The proposed development shall satisfy all requirements of the City of Jonesboro, all requirements of the current Stormwater Drainage Design Manual, and Building Inspection Department, and shall be submitted to the Metropolitan Area Planning Commission, as well as the City of Jonesboro, for staff review and approval, as is prescribed by the traditional subdivision development process.
4. Extensions of streets within the development are to be developed so as to provide connectivity to the undeveloped land to the east and to the west.
5. A strip of land shall be reserved along the southern line of the Meadowview Manufactured Home Park that shall serve to provide connectivity, primarily for emergency access through the park at a later date. The side line setback of the lots adjacent to the aforementioned connectivity strip shall remain at seven and one half feet (7.5') in the event that strip becomes dedicated as right-of-way.
6. The rear setback of the proposed lots 130 through 147, inclusively, and lot 154, all as shown and as numbered on the proposed 160 lot, RS-8 layout, prepared by Civilogic, dated 08/01/12, under job number 112086, which lots are adjacent to the current existing development known as Prospect Farms (as of September 11, 2012) shall be increased from the prescribed fifteen feet (15') to a dimension of twenty five feet (25').
7. That the maximum lot density of the development shall not exceed an average of 4.23 lots/acre.
8. That the size of each residence shall be no less than eleven hundred square feet (1,100 sq. ft.).

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 Property, so that the zoning classification of the Property shall be in accordance with the provisions of this Ordinance.



TYPICAL LOT LAYOUTS

SCALE: 1" = 30'

ENGINEERS		PLANNERS		SURVEYORS	
Civilogic					
203 South Street Dr. - Jonesboro, GA - (678) 933-7880 - www.civilogic.net					
POTENTIAL DEVELOPMENT SCHEME FOR RS-6 ZONING FOR DEAN TYRER					
Date	Scale	Job No.	Sheet		
08-01-12	1" = 100'	112086	11		
Section	Township	Range	County		
15	14N	04E	CRAIGHEAD	1 of 1	
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID CIVILOGIC COPIES					
© 2012, Civilogic Drawn By: RE Checked by: GH					



City of Jonesboro City Council
Staff Report – RZ 12-17: 4501 Aggie Road
Huntington Building - 900 W. Monroe
For Consideration by the Council on September 18, 2012

REQUEST: To consider a rezoning of a parcel of land containing 37.86 acres more or less.

PURPOSE: A request to consider a recommendation to Council for a rezoning from R-1 Single to RS-8 Single Family Residence by the MAPC for 160 single family homes.

**OWNER/
APPLICANT:** Dr. Dean Tyrer, 2603 Brown’s Lane, Jonesboro, AR

LOCATION: 4501 Aggie Road, (South Side of Aggie, directly west of Prospect Farm Road (Subdivision). Directly east of Meadowview Trailer Park)).

SITE DESCRIPTION: Tract Size: Approx. +/- 37.86 acres (1,649,070 sq. ft.)
 Frontage: 495.44’ ft. along Aggie Road.
 Topography: Flat
 Existing Development: 8-Bedroom Single Family Residence and pastured land.

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-1	Residential
South:	I-2	Airport/Railroad
East:	R-1	Residential
West:	R-2/R-1	Mobile Home Park/Single Residential

HISTORY: None.

ZONING ANALYSIS: City Planning Staff has reviewed the proposed Zone Change and offers the following findings.

COMPREHENSIVE PLAN FUTURE LAND USE MAP

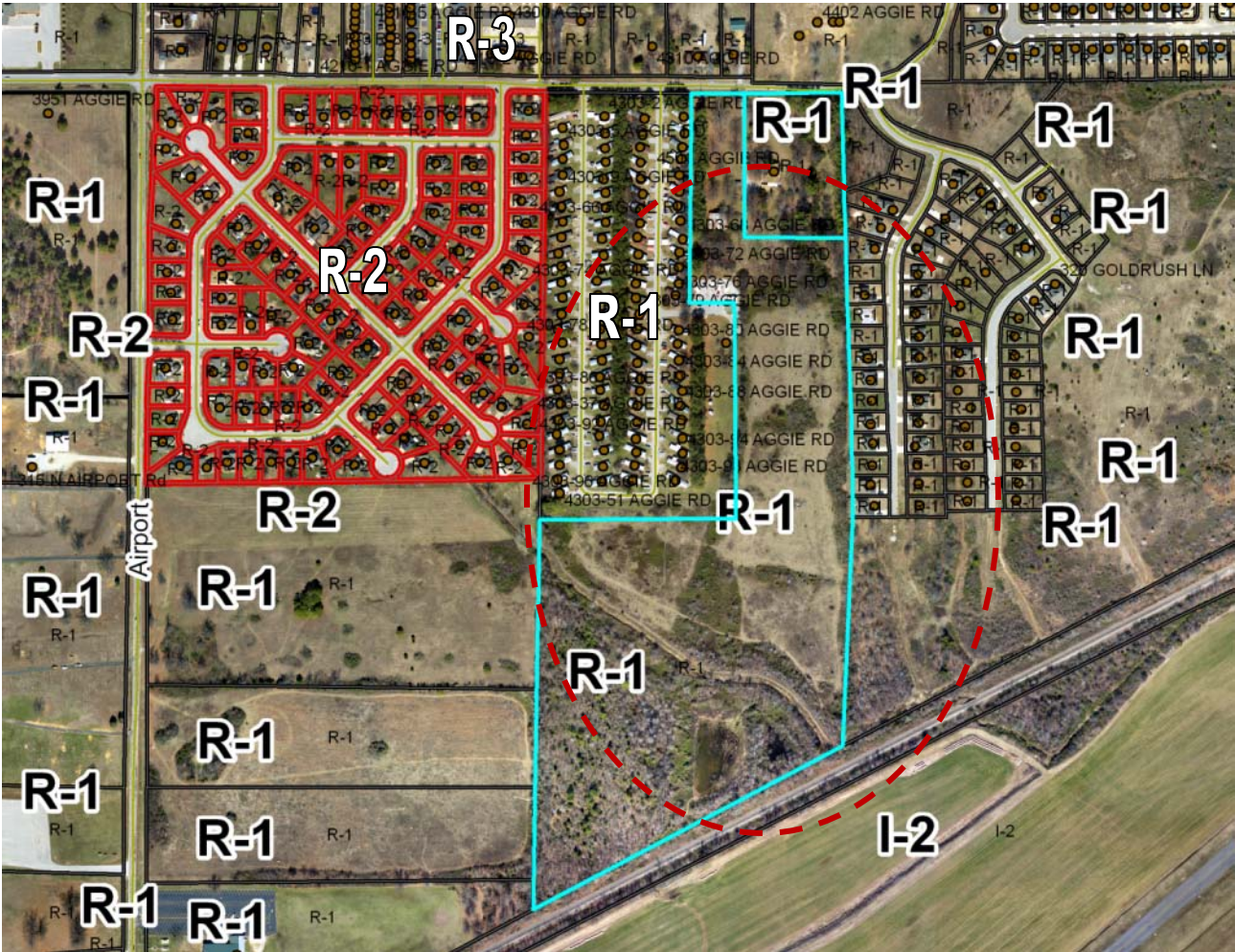
The Current/Future Land Use Map recommends this location as Single Family Residential. The proposed rezoning is consistent with the land use map as a single family development.

Approval Criteria- Section 117-34- Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the planning commission or city council in reaching a decision. The criteria to be considered shall include but not be limited to the following:

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;

- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (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;
- (f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and
- (g) 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.



Vicinity/Zoning Map

Findings:

Master Street Plan/Transportation

The subject site is served by Aggie Road has a proposed right of way totaling 80 ft. (Collector Street min. 80’); The proposal is in compliance; applicant has proposed a 41’ right of way from the center line of street.

Zoning Code Compliance Review:

The applicant is requesting a change from single family R-1 to a RS-8 Single Family Zoning District. Current R-1 Single Family density is 5.4 units per acre, the applicant is proposing 8 units per acre gross density.

The applicant hopes to respond to the market needs for smaller affordable homes/lots to provide a transition between the mobile home park to the west and the Prospect Farms Subdivision to the east. The idea is to provide a single family unit/property that will require less maintenance. The railroad and airport to the south justifies the type of product being marketed, as well. The subdivision will be served by public road access and will have public sewer and utilities.

Buildable setbacks proposed are the following: 15 ft.- front-yard and rear-yard setbacks; and, 7.5' - side-yard setback. Lot width: 50 ft. RS-8—Single-family residential district minimum 5,445 sq. ft. lot size is required.

MAPC Record of Proceedings: Public Hearing held September 11, 2012

Applicant: Mr. George Hamman, Civilogic - presented the Case to MAPC and noted that he prepared the application on behalf of his client- Dr. Dean Tyrer. This request is for a district classification that has not been used much: RS-8. We are requesting 8 units per acre as Single Family homes.

Mr. Hamman made reference to the Staff Report and noted that Staff stated that the request is consistent with the City's Comprehensive Housing Study, which recommends policies to encourage affordable housing. This meets some of that need. Not everyone can afford an 8,200 sq. ft. lot with a 2,600 sq. ft. house on it. This is a single family alternative to that, with public street right of ways. The MAPC will see each phase of this twice. There will be a bill of assurance of the subdivision, which means that it will be maintained by one company and done in a uniform fashion. This also provides for a transitional zone. To the west of this is a Manufactured Home Park (has been there for about 25 years); to the east is standard R-1 single family and to the south is the railroad and the airport.

Staff: Mr. Spriggs gave the Staff summary of the report. The adjacent uses were discussed as noted. The issues of compatibility and density were discussed. The applicant is requesting RS-8 in which the 8 units per acre is a gross density calculation. The applicant has proposed a layout of 160 maximum lots; which equates to 4 +/- units per acre.

The Comprehensive Land Use Plan was reviewed and consistency is achieved as single family residential, which is recommended. The Master Street Plan requires a collector road designation and the applicant has concurred with the minimum right- of-way of 41-ft. from the centerline of street. All of the average lot restrictions and setbacks are complied with in terms of the RS-8.

Public Input/Opposition:

Mr. Todd Burton - 4303 Cypress Springs Rd. Spoke in opposition. Major concern that was voiced is the apartments denied on the Gosset property. This would exceed the Gosset proposal by 10 units, if you were to put that same thing. The trailer park has been there for 25 years and we have the apartments there that we are dealing with. In our community we are at our maximum, in terms of density. We are growing fast and little has been done to improve our infrastructure. This RS-8 District hasn't been used much and we are concerned. We understand the need to want a transitional

area, and maybe R-1 is not the answer to that, having a density of 8 units per acre, although it's been said to come down lower.

Mr. Burton continued: Density is a concern. A lot of people are out there (in audience) that want to develop land out there. They are waiting to see how this will turn out. We are concerned about what precedent is set. Mr. Burton spoke about increased crime in the area with the recent 5 - car break-ins on September 5th, and the Police Chief's comments about development and crime in the area. I am really glad to look at residential housing, but I and my neighbors are very concerned about that dense of a development. Question was raised: One company was mentioned to maintain the property - Will the houses be single family owned or rented out?

Mr. Hamman: The internet for the maintenance is to reduce the obligation of the owners; it mentions in the Bill of Assurance that it is not the owners that will be doing the maintenance but the property owners association.

Opposition: Attorney Joshua Roberts: Snowgrove Law Firm spoke on behalf of his client: B & J and P&G Land Co. Stated that Dr. Tyrer's desire to develop this property is admirable with Jonesboro's growth and need for affordable housing. However, in this case, P &G and P&J feels that there are three (3) factors under your staff analysis criteria and Staff Report that favor a denial Dr. Tyrer's proposal.

No.1: The compatibility of Dr. Tyrer's request. The current and active development to the east, Prospect Farm and Wildwood Subdivisions are R-1 Single Family. But, the density of RS-8 is too dense.

Mr. Roberts: In this area, the 60 ft. width is the norm; in fact, the R-2 subdivision to the west is single family as well. The RS-8 District will be incompatible with those minimums. Dr. Tyrer is not currently prevented from developing this parcel: He still can develop his property under the R-1 District. The RS-8 allows him to build more houses on the same parcel, which means more money or profit margin than R-1 restrictions would. This request is in competition with the people in the community that purchased their homes relying on the R-1 restrictions, and this is factored in the Zoning Criteria "D" and "E" in the report of the zoning criteria. Mr. Roberts cited a case in law in Arkansas, where a rezoning based solely on the peculiar interests and justification of making a parcel its most profitable status is not enough.

Applicant: Attorney Jim Lyons, representing Dr. Tyrer spoke in favor of the rezoning, citing the existing conditions as noted the trailer park to the west and the Comprehensive Housing Study of which we are consist with. If we are going to spend money on these studies, then we need to use them in the manner in which they were intended. This area is proposed to be used precisely for which it was supposed be used for. Mr. Lyons continued describing the uses surrounding: I-2 Industrial property to the south, with a railroad, and the trailer park property to the west. To say that this is incompatible is just simply incorrect.

Mr. Lyons: There is R-2 zoning is to the west. And if you recall that on September 11th, eleven (11) years ago, we had a measure to rezone this as trailer park property, at the meeting that was postponed and delayed 2 - weeks and MAPC returned and voted to recommend approval. (The case went to court).

Mr. Lyons: We are seeking to rezone this property to RS-8, which is compatible and consistent with the Jonesboro Housing Comprehensive Study. This is also consistent with what the planners and others are saying is a proper use for this property. There has to be a transition somewhere. It is not proper to jump directly from R-1 Single Family to I-2 Industrial or to a trailer park. So it is proper to

have a transition area which is exactly what we are seeking. These 37.8 acres at 5.4 units per acre could result in 204 lots under the R-1 Single Family District. Dr. Tyrer is only seeking 160 lots. Mr. Lyons: It simply is a fact of life that there is a need for this type of use. We understand that this is going to increase traffic, but traffic is occurring everywhere in Jonesboro simply by growth. That is not something that can be avoided. If everyone is going to say that we will stop growth, then we can attempt to do that. But that is not the role of the Planning Commission. And it will be improper, based on the zoning criteria and with the comments of the City Planner, to deny this request and not grant the RS-8.

Mr. Hoelscher addressed Mr. Lyons: There is a difference between the density of what is being offered and the graphic showing the lot layout- Is your client willing to live with a stipulation that would limit the number of lots? Mr. Lyons and his client concurred with the stipulation, noting that this is lower than what the maximum could be at with R-1.

Mr. Todd Burton: If it is going to a lower number of units, then why rezone it to the higher level? When you look at the land use plan, although it does follow it because it is residential; it doesn't really follow it with density in that area. Mr. Burton also commented on the rezoning mentioned by Mr. Lyons on the trailer park, the fact that the citizens of the area filed a law suit against the City that over turned the decision to rezone by Council and MAPC.

Mr. Hamman: Clarified: the density calculation was done by taking the net acreage and dividing it by the minimums with the 160 units being in compliance. There are quite a few lots that are larger than what are required of the Rs-8. This is an odd shape property and there is a question of geometry in fitting the houses in there. There are lots in that area which are narrower as well as some that area more wide. It becomes a question of the geometry to make it work from a density standpoint.

Mr. Spriggs gave comment on property circulation in terms of emergency response and alternative ways out. If the subdivision were to go forth, are there alternative access points, in terms of emergency and connectivity and stub streets.

Mr. Hamman: Gave a response on the layout which shows stub streets to the east and west. Mr. Hamman also noted the cross hatched lot to the north that will not be built on, and will be used for future accessibility to the Meadow's Trailer Park, which will provide another outlet out to Aggie Rd. He noted that they are in agreement to any stipulations on the connectivity. There are no trailers on the south end of the park.

Mr. Kelton: On the east side shown, Prospect Farm Rd. doesn't go down that far. Mr. Hamman: They own all the land to the railroad. Mr. Kelton expressed concerns with the 15 ft. rear yard setback. These houses will back up to the rear of the homes in Prospect Farm. It is awfully close.

Mr. Hamman noted that the houses will be closer to the front setback due to the long depth of the lots (131-146). They will have larger rear yards. Mr. Kelton spoke on homeowners taking pride and doing their lawns when he visited the site. He suggested code enforcement attention to a lot that had high weeds and grass.

Mr. Kelton suggested a stipulation to assure that the homes be set back further. Mr. Hamman agreed on Lots 131 -146 that the setback will be 25 ft.

Mr. Kelton further asked about the size of the detention pond - will it be that large. Mr. Hamman noted that it will be a dry pond and will be sized perhaps smaller when the engineering is done.

Mr. Hoelscher asked for any other Staff Departmental comments. Mr. Morris noted there no engineering comments. Mr. Spriggs summarized department request for review forms, noting all reports received from Engineering, Streets, Sanitation, Jets Transportation, Fire and Police noting that there were no comments on this petition.

Commission Action:

Motion was made by Mr. Kelton that to place Case: RZ-12-17 on the floor for consideration and for recommendation to City Council for a rezoning from “R-1 to “RS-8” L.U.O., Single Family Residential District, subject to the 1 Staff Condition. The MAPC finds that the use will be compatible and suitable with the zoning, uses and character of the surrounding area.

The following conditions were read.

1. A maximum of one hundred sixty (160) lots are to be developed.
2. The proposed development shall satisfy all requirements of the City of Jonesboro, Including the Planning Department, Engineering Department, including satisfaction of all requirements of the current Stormwater Drainage Design Manual, and Building Inspection Department, and shall be submitted to the Metropolitan Area Planning Commission and the City of Jonesboro for staff review and approval, as is prescribed by the traditional subdivision development process.
3. Extensions of streets within the development are to be developed so as to provide connectivity to the undeveloped land to the east and to the west.
4. A strip of land shall be reserved along the southern line of the Meadowview Manufactured Home Park that shall serve to provide connectivity, primarily for emergency access through the park at a later date.
5. That the rear yard setback shall be 25 ft. on Lots 131-146

Motion was seconded by Mr. Scurlock.

Roll Call Vote: Mr. Scurlock- Aye; Mr. Hoelscher- Aye; Ms. Elmore- Aye; Ms. Nix- Aye; Mr. Kelton- Aye; Absent were: Mr. Dover; Mr. Tomlinson, Mr. Reece.

Motion passed with a 5-0 Vote.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by Dr. Dean Tyrer should be evaluated based on the above observations and criteria, of Case RZ 12-17 noted above, a request to rezone property from “R-1” to “RS-8” Single Family Residential District. The MAPC and Staff feels that the petition should be approved by City Council and follows good land use principles and promotes provisions for affordable homes, which is recommended by the recent Jonesboro Housing Comprehensive Study, subject to the following conditions:

1. That subdivision development plans be submitted and reviewed by the MAPC prior to any future redevelopment of the site.

Respectfully Submitted for Council Consideration,

A handwritten signature in black ink, appearing to read "Otis T. Spriggs". The signature is fluid and cursive, with the first name being the most prominent.

Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View looking Southwesterly towards subject property



View looking East along Aggie Road



View looking West along Aggie Road



View looking South at subject property.



View looking Southwest towards property



View looking North from property



View looking West along Aggie Rd. Frontage



View From Site looking South



View from Site looking West



View looking north from site



View looking South From Site



View looking east from site



View looking southeast on site



Legislation Details (With Text)

File #:	ORD-16:012	Version:	1	Name:	Amend 2016 budget for salary increases
Type:	Ordinance	Status:		Status:	First Reading
File created:	2/9/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 ANNUAL BUDGET TO ADD \$1,079,325 FOR SALARY INCREASES AND DECLARING AN EMERGENCY FOR THE OPERATIONAL CONTINUITY OF THE CITY OF JONESBORO, ARKANSAS				
Sponsors:	Mayor's Office, Finance				
Indexes:	Budget amendment				
Code sections:					
Attachments:	Exhibit A				

Date	Ver.	Action By	Action	Result
2/9/2016	1	Finance & Administration Council Committee		

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2016 ANNUAL BUDGET TO ADD \$1,079,325 FOR SALARY INCREASES AND DECLARING AN EMERGENCY FOR THE OPERATIONAL CONTINUITY OF THE CITY OF JONESBORO, ARKANSAS
WHEREAS, Ordinance Number 15:069 adopted the 2016 Budget; and

WHEREAS, the City of Jonesboro is seeking salary increases according to a new salary pay plan; and

WHEREAS, the 2016 Budget will need to be increased in the amount of \$1,079,325.00 in order to effectuate said salary increases.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO THAT:

1. The 2016 Budget is hereby amended to provide for an increase in the departments, budget line items, and amounts as detailed in Exhibit A. The money for said increases will come from monies in the reserve funds.
2. The salary increases detailed in Exhibit A shall be made effective as of January 1, 2016 and back paid accordingly.
3. This ordinance being necessary for the operational continuity of the City of Jonesboro, Arkansas an emergency is declared to exist and this ordinance shall take effect from and after its passage and approval.

Exhibit A

Department	Salaries	Payroll taxes (SSI, Med & Ret)	Longevity
Animal Control	\$9,750	\$1,313	\$2,025
Building Maintenance	8713	1,298	2,925
CDBG	3,611	444	375
Cemetery	2,300	307	450
City Attorney	3,300	410	375
Clerk	1,000	195	750
Code Enforcement	5,225	633	450
E911	25,234	4,135	11,850
Engineering	14,625	2,375	6,675
Finance	9,853	1,717	5,550
Fire	138,250	109,774	0
Grants	2,000	282	525
Human Resources	1,525	245	675
Information Systems	8,750	1,268	2,625
Inspections	8,602	1,243	2,550
JET	19,178	2,757	5,550
Mayor	4,675	655	1,200
MPO	4,152	471	75
Parks	18,950	3,292	10,575
Planning	3,000	585	2,250
Police	189,054	90,800	137,700
Sanitation Administration	5,252	1,087	4,500
Sanitation Landfill	2,000	499	2,475
Sanitation Residential	31,700	6,252	24,375
Softball	2,698	343	375
Streets	57,275	9,698	29,700
TOTALS	\$580,672	\$242,078	\$256,575



Legislation Details (With Text)

File #: ORD-16:013 **Version:** 1 **Name:** Rezoning at 903 E. Matthews
Type: Ordinance **Status:** First Reading
File created: 2/11/2016 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 & C-2 LUO TO C-1 LUO FOR PROPERTY LOCATED AT 903 EAST MATTHEWS AS REQUESTED BY JOSH OLSON
Sponsors:
Indexes: Rezoning
Code sections:
Attachments: [Plat](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

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

SECTION 1: 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 CLASSIFICATIONS AS FOLLOWS:

FROM RESIDENTIAL, R-2 MULTI-FAMILY LOW DENSITY DISTRICT AND C-2 L.U.O. DOWNTOWN FRINGE COMMERCIAL DISTRICT TO C-1 DOWNTOWN CORE DISTRICT, MIXED USE L.U.O., THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Lots A and B of Cooper Subdivision of Lot 1 of Lowe’s Subdivision of Lots 1 and 2 in Block 2 of Haltom’s Addition and Lots 2, 3, and 4 of Lowe’s Subdivision of Lots 1 and 2 in Block 2 of Haltom’s Addition and Lots 3, 4, 5, and 6 in Block 2 of Haltom’s Addition to the City of Jonesboro, Arkansas (including 15’ Alley), in the Northeast Quarter of the Northeast Quarter of Section 19, Township 14 North, Range 4 East, Craighead County, Arkansas.

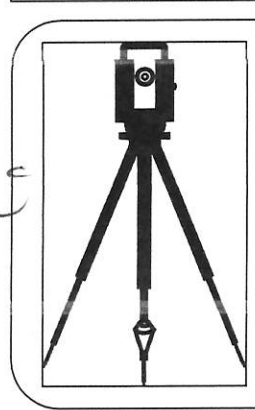
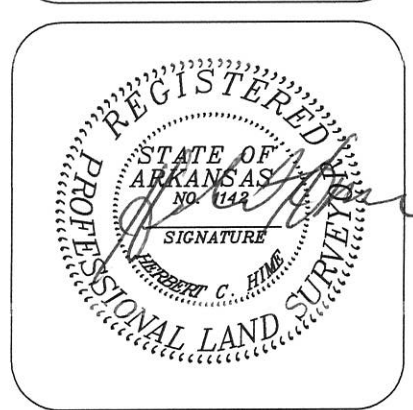
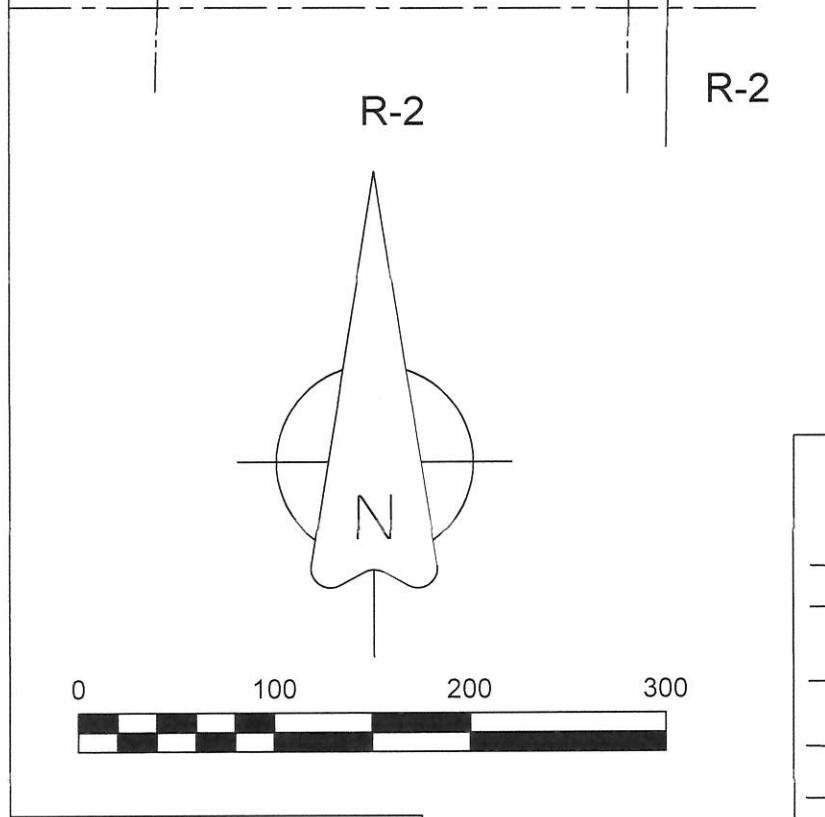
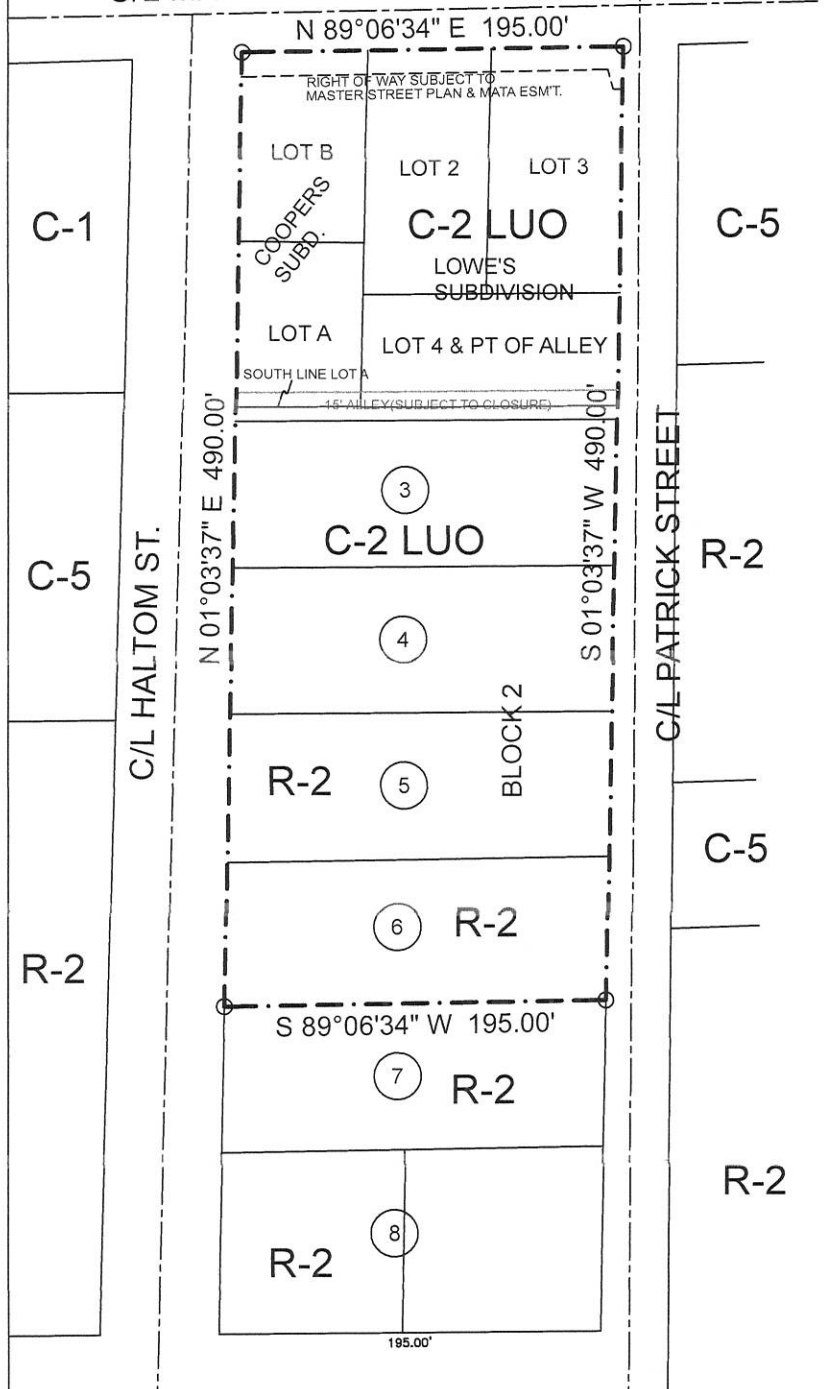
SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A conceptual and final site plan layout of the residential product should be presented to the MAPC for approval, prior to any redevelopment of the property.
3. Compliance with the Master Street Plan shall be required prior to any redevelopment of the said site, unless waivers are granted by the MAPC.

4. The attached residential uses shall be limited to maximum of 2- story structures within the new district boundary of 2.19 acres.

SECTION 3: 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 HEREIN ABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.

C-5
C/L MATHEWS AVE.



H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD - STE. "D"
JONESBORO, ARKANSAS 72401

PHONE: 870-972-1288
FAX: 870-972-1011
E-MAIL: hshime_butch@yahoo.com

C-5

DESCRIPTION:
LOTS A & B OF COOPER SUBDIVISION OF LOT 1 OF LOWE'S SUBDIVISION OF LOTS 1 & 2 IN BLOCK 2 OF HALTOM'S ADDITION AND LOTS 2,3 AND 4 OF LOWE'S SUBDIVISION OF LOT 1 & 2 IN BLOCK 2 OF HALTOM'S ADDITION AND LOT 3, 4, 5 AND 6 IN BLOCK 2 OF HALTOM'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS (INCLUDES 15' ALLEY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
Commencing at the Northeast corner of Lot 3 of Lowe's Subdivision(also know as Northeast corner of Block 2, Haltom Addition), Jonesboro, Arkansas;
thence South 01°03'37" West 490.00 feet; thence South 89°06'34" West 195.00 feet; thence North 01°03'37" East 490.00 feet; thence North 89°06'34" East 195.00 feet to the point of beginning proper, having an area of 95494.62 square feet, 2.19 acres more or less and being subject to all public and private roads and easements. All being in the Northeast Quarter of the Northeast Quarter of Section 19, Township 14 North, Range 4 East, Craighead County, Arkansas

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

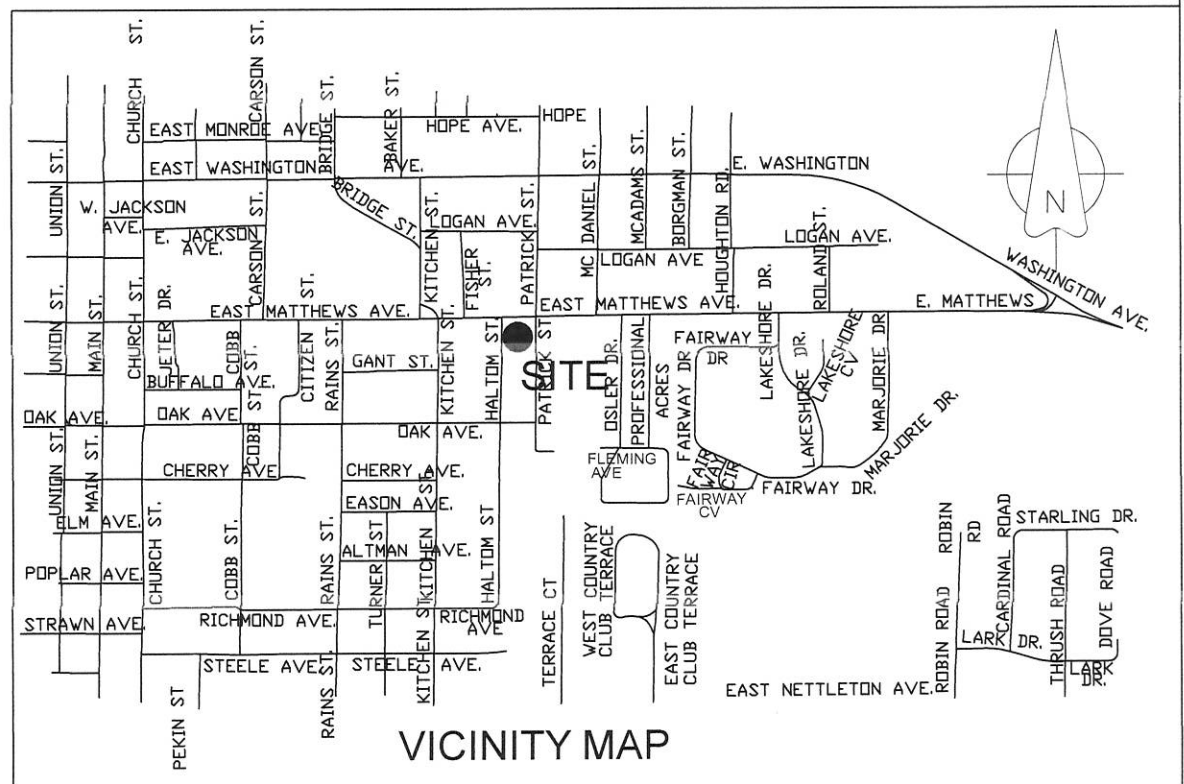
KCL2, LLC. _____

KENNETH & CYNTHIA GIBSON _____

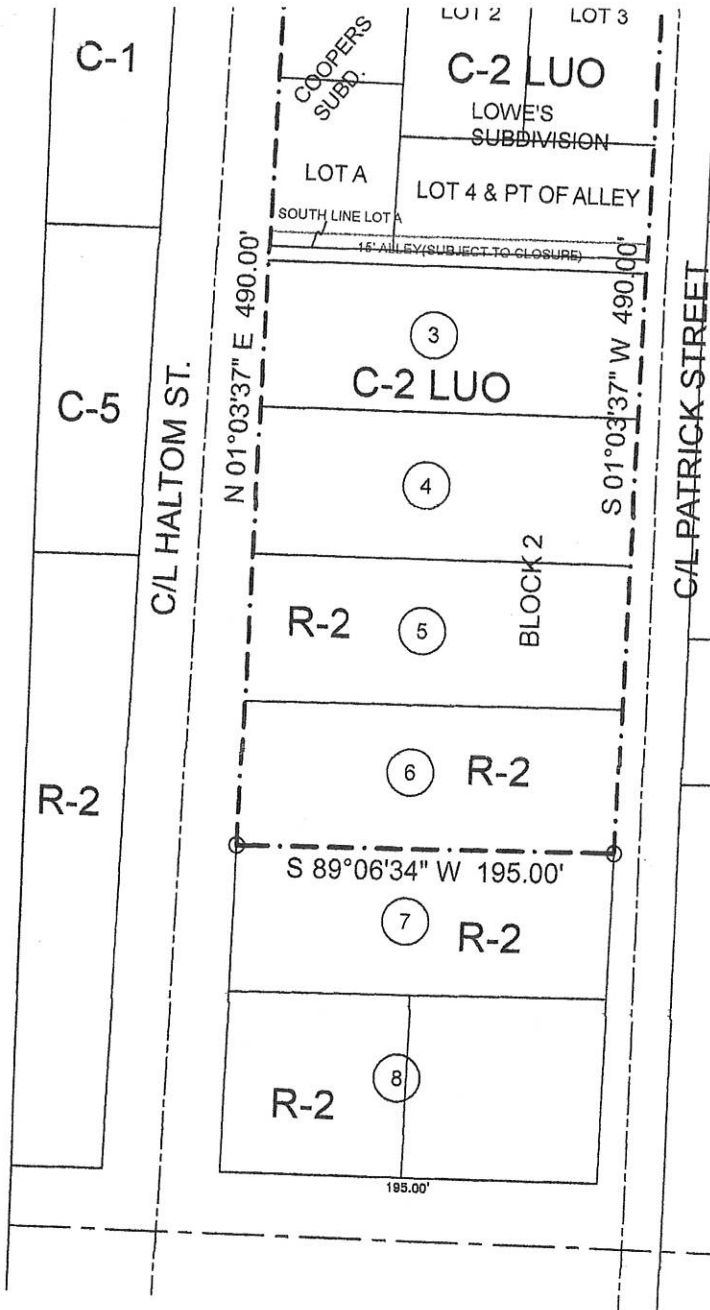
MIDTOWN DEVELOPMENT, LLC _____

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND THIS PLAT CONFORMS TO THAT SURVEYED.

H&S HIME PROFESSIONAL SURVEYING SERVICES
2619 CARAWAY RD. STE. "D"
JONESBORO, ARKANSAS 72401



REZONING PLAT	
drawn: H. HIME	C-2 LUO & R-2 EXISTING C-1 REQUESTED
date: 1-19-2016	
scale: 1" = 100'	client: KCL2, LLC. MIDTOWN DEVELOPMENT, LLC



ADDITION TO THE CITY OF JON (INCLUDES 15' ALLEY) AND BEIN DESCRIBED AS FOLLOWS;
 Commencing at the Northeast cc Subdivision(also know as Northeast Addition), Jonesboro, Arkansas; thence South 01°03'37" West 49 89°06'34" West 195.00 feet; thence North 89°06'34" East 1 beginning proper, having an area of acres more or less and being subje roads and easements. All being in tl Northeast Quarter of Section 19, To East, Craighead County, Arkansas

OWNER CERTIFICATION:
 WE HEREBY CERTIFY THAT WE THE OWNERS OF THE HEREON AND THAT WE ADOPT THE PLAN OF THE SUBDIVIS OF ALL STREETS AND EASEMENTS AS NOTED AND WE FUR AND ACKNOWLEDGED THE FOLLOWING STATEMENT.

DocuSigned by:
 Ken Gibson

FD2E1B0838474E1
 KCL2, LLC.

1/20/16

DocuSigned by:
 Ken Gibson

ED2E1B0838474E1

DocuSigned by:
 Cynthia D Gibson

98B707B53C6C44C...

1/20/16

KENNETH & CYNTHIA GIBSON

R-2

DocuSigned by:
 "AGENT"
 MIDTOWN DEVELOPMENT, LLC

1/2

City of Jonesboro City Council
Staff Report – RZ 16-02: 903 E Matthews. Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on February 16, 2016

REQUEST: To consider a rezoning of one tract of land containing 2.19 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC for a rezoning from “R-2” & “C-2 LUO” to “C-1” Downtown Core District, L.U.O. Mixed Use.

APPLICANTS/ OWNER: Midtown Development, LLC, 308 E. Cherry St., Jonesboro, AR 72401

LOCATION: 903 E. Matthews Ave., Jonesboro, AR 72401

SITE DESCRIPTION: **Tract Size:** Approx. 2.19 Acres
Street Frontage: 195’ Matthews, 490’ Haltom & Patrick.
Topography:
Existing Development: Vacant lots.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-5 Commercial Office/ Residential Homes
South	R-2 Residential and Vacant Land
East	C-5/R-2 Vacant Commercial and Residential
West	C-1/C-5 Commercial Bank & Vacant Land

HISTORY: Property was approved for rezoning from R-2 Multi-Family Low Density District to C-2 L.U. Overlay Downtown Fringe Commercial with a list of uses on April 1, 2008 by Council.

ZONING ANALYSIS:

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

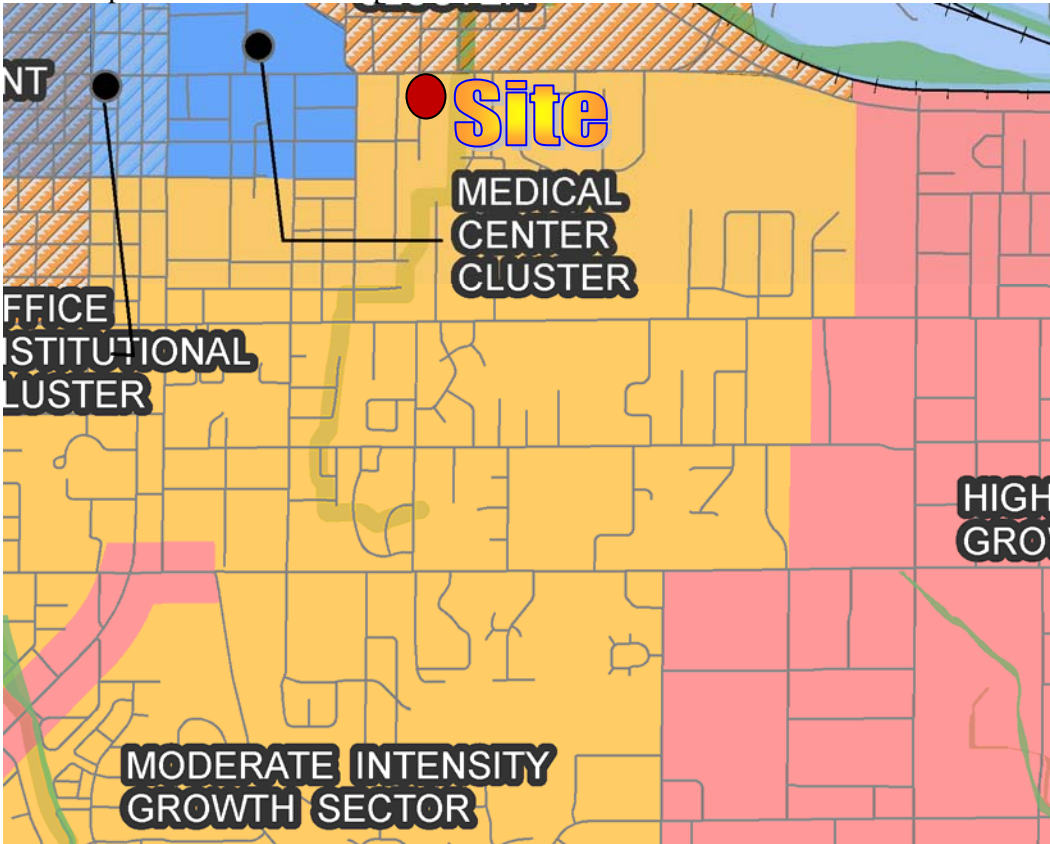
COMPREHENSIVE PLAN LAND USE MAP:

The Current/Future Land Use Map recommends this location as Moderate Intensity Growth Sector. The proposed rezoning is consistent with the adopted Land Use Plan for the existing and proposed use if proper controls are implemented. Highway commercial is typical for this area.

Moderate Intensity Recommended Use Types Include: Neighborhood retail, neighborhood services, office parks, small medical offices, libraries, schools, other public facilities, senior living centers, nursing homes, community-serving retail, small super market, convenience store, bank, and multiple housing.

Master Street Plan/Transportation

The subject site is served by E. Matthews Ave., which on the Master Street Plan is defined as a Minor Arterial; the street right-of-ways must adhere to the Master Street Plan recommendation upon replatting and redevelopment as noted on the plat.










Adopted Land Use Map



Aerial/Zoning Map

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	The proposed C-1 Downtown District rezoning is consistent with the Future Land Use Plan, which was categorized as Moderate Intensity Growth Sector with the mix of uses described in the application.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all C-1 District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. This is adjacent to Medical Mile and the proposed uses would compliment said district as noted.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	Conventional zoning restraints does not support innovative design ideas for clustering housing in an urban fashion, with reduced front setback and zero lot line parameters.	
(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.	The proposed uses are said to compliment and increase curb appeal to the midtown area. No detrimental or adverse impacts are predicted.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant.	Property is semi-vacant and in transition for redevelopment and revitalization.	
(g) 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 due to the fact that businesses and residential currently exist or did as of recent.	

Staff Findings:

Applicant's Purpose

The applicants hope to consolidate all of the subject property and generate a suitable size area for a mixed use development which would showcase commercial space along the Matthews frontage that would blend in with what's now known as the Medical Mile Corridor, and situate residential attached/or detached dwellings on the southern side of the development. This theme will be carried throughout as the developers strive to create a living/working environment that would increase the appeal of the midtown area for professional and developing community. Currently this planning area has a vast amount of land zoned as R-2 low density multi-family. Current development trends have shown a gradual infill of duplexes and four-plexes in this area as previous homes have been demolished and replaced.

Unless a Limited Use Overlay District is requested and agreed on by the applicant(s), no conditions by the Commission or Council can be placed on a successful rezoning. Staff has had an opportunity to speak with the development group and such as development has received much success in Northwest Arkansas and will set the mark of how this midtown area could be a Jonesboro asset if implemented smartly. With a suggested Limited Use Overlay, the MAPC will be afforded an opportunity to gain more detailed information that will give assurance of a well-designed infill development that will enhance the area. During deliberation the applicants agreed to modify the request as such.

Chapter 117 of the City Code of Ordinances/Zoning defines C-1/Downtown Core District as follows:

Definition: C-1, downtown core commercial district. This district is characterized by concentrated development of permitted uses, including office and institutional, service, convenience and specialty retail, entertainment and housing. Redevelopment of the area is contemplated, with emphasis on an art and entertainment cluster. Accordingly, it is anticipated that one or more overlay or other special districts will be established to help foster transformation of the area.

View of Larger Area Showing Current Zoning



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 objections to this rezoning to date.	Attended the Meeting.
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

Zoning Code Allowable Uses:

Below is the Table of Permitted Uses regarding the requested C-1, Downtown Core District. Certain commercial uses are permitted as of right- “P”, while others require a Conditional Use- “C” approval by the MAPC, or not permitted where blank within the Zoning Ordinance Chapter 117:

Uses	C-1	Uses	C-1
Loft apartment * Conditional Use for Apartments on First Level	P/C	Utility, major	C
Bed and Breakfast	P	Utility, minor	P
Hospital	P	Vehicle repair, limited	C
Auditorium or stadium	C	Vocational school	P
Automated teller machine	P	Agriculture, farmers market	P
Bank or financial institution	P	Sign, off-premises*	C
Cemetery	P	Retail/service	P
Church	C	Safety services	P
College or university	P	School, elementary, middle and high	P
Communication tower	C	Service station	C
Funeral Home	C	Museum	P
Convenience store	C	Office, general	P
Day care, limited (family home)	P	Parking lot, commercial	P
Day care, general	C	Parks and recreation	P
Golf Course	P	Nursing Home	C
Government service	P	Post office	P
Hotel/Motel	P	Recreation/entertainment, indoor	P
Library	P	Carwash	C
Medical service/office	P	Restaurant, fast-food	C
		Restaurant, general	P

Record of Proceedings: MAPC Meeting held February 9, 2016

Applicant: **Carlos Wood, Engineer** and Agent for the Applicants appeared before the Commission with Mr. Joshua Olson.

Mr. Wood: We want to rezone lots on the south side of Matthews Ave., between Haltom and Patrick St., to a C-1 District.

Joshua Olson, Residential and Commercial Real Estate Broker in Jonesboro, explained the reasoning of wanting the change as requested by **Mr. Kelton**. **Mr. Olson** passed out a development package with a mission statement. The idea is to do a present a preliminary plan with mix use commercial on the front, with higher density residential on the back. This would include lots they own in midtown development as well. The project will tie Medical Mile to Midtown and Downtown Jonesboro. The commercial part of the project will anchor development for future single family and infill positions. As a real estate developer, he has had questions of professionals looking for housing in that area. Examples of façades of the residential in the rear, and commercial towards the front on Matthews were presented.

Mr. Kelton: Do you have any information about the density. **Mr. Olson:** Originally we laid it out with 48 units of residential in back. The front has 10,000 s.f. of commercial space, which will include restaurant and light office. The density will depend on if we a can rezone, and exactly what we can be laid out there.

Staff:

Mr. Spriggs gave staff comments, presenting the surrounding conditions and zoning classifications. The Ordinance adopting the C-2 L.U.O. was attached to the agenda. The Land Use Plan recommends this area as a moderate intense growth sector. Because of the adjacency to other C-1 Downtown Uses and the general area, the proposed uses will be compatible. The list of suggested uses were read. Regarding the Master Street Plan, Matthews is a minor arterial. However, there are future plans to extend Patrick south as a widened corridor. The rezoning criteria list was read, noting consistency and compatibility with the overall area. **Mr. Spriggs** added, staff has seen examples by the developers from Northwest Arkansas, of which the project architect has implemented successfully. The mixed use approach would be fitting in regards to what is being promoted on the Miracle Mile/ Greenway corridor. **Mr. Spriggs** noted that at application, this request was not submitted as a Limited Use Overlay which raised concerns by staff; however with the details presented today it would satisfy the L.U.O. approach.

Mr. Olson: The idea is not to cram as many units on as possible; we want to comfortably place an environment that will lead to a more professional feel. **Mr. Spriggs** noted that none of the requested departments or agencies returned any comments objecting to the proposal. **Mr. Olson** concurred with the Limited Use Overlay modification.

Mr. Bailey: Asked with the proposed sidewalks, will it address a traffic corridor running through there? **Mr. Michael Morris**, Engineering stated that they would have to include sidewalks. The on-street parking and width of right-of way would be an issue. **Mr. Spriggs** noted that the C-1 District will afford them the ability to utilize zero-lot lines with no front setback being required, which would allow more corridor width.

Mr. Olson: The residential units will be only 2-story.

Mr. Scurlock commented on the density. **Mr. Spriggs** stated that with the available acreage proposed, if the height is limited, the maximum number of units will be restricted greatly with the proposed parking included.

Mr. Reese: Commented on the need for the right-of-way. **Mr. Morris** stated that the proposed (un-adopted) Master Street Plan would have Patrick as an arterial. **Mr. Olson:** We would want to work with the City.

Public Input: None Present. **Mr. Spriggs** noted that staff received an inquiry from St. Bernards regarding the proposed change. **Mr. Olson:** when they heard that it would be a mixed they were ok with it.

Commission Action:

Mr. Reese made a motion to place Case: RZ-16-02 on the floor for consideration of a recommendation by MAPC to the City Council with the noted conditions and that he Master street plan be adhered to on Patrick, a zone change from “R-2” Single Family and “C-2, L.U.O.” to “C-1”, Downtown Core District, Mixed Use L.U.O., Limited Use Overlay and it will be compatible and suitable with the zoning, uses, and character of the surrounding area, subject to the Final Site Plan review and approval by the MAPC in the future; Motion was second by **Mr. Cooper**.

Conditions:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A conceptual and final site plan layout of the residential product should be presented to the MAPC for approval, prior to any redevelopment of the property.
3. Compliance with the Master Street Plan shall be required prior to any redevelopment of the said site, unless waivers are granted by the MAPC.
4. The attached residential uses shall be limited to maximum of 2- story structures within the district boundary of 2.19 acres.

Roll Call Vote: 5-0 Approved.

Mr. Cooper- Aye; Mr. Scurlock- Aye; Mr. Bailey- Aye; Mr. Reese- Aye; Mr. Kelton- Aye.

Absent were: Mr. Roberts, Mr. Hoelscher, Mr. Stripling, Mr. Perkins.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zoning Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 16-02, a request to rezone property from “R-2” Single Family and “C-2, L.U.O.” to “C-1”, Downtown Core District, Mixed Use L.U.O., Limited Use Overlay subject to final site plan approval by the MAPC subject to the following:

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A Conceptual layout of the residential product should be presented to the MAPC for approval.
3. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
4. Compliance with the Master Street Plan shall be required prior to any redevelopment of the said site, unless waivers are granted by the MAPC.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP, Planning & Zoning Director

Site Photographs



View looking Northwest Properties across Matthews Ave.



View looking South on Patrick St., Site to the Right



View looking West toward Site from Patrick St. & E. Matthews Ave.



View looking South from the Intersection of Patrick St. & E. Matthews Ave.



View looking East from the Intersection of Patrick St. & E. Matthews Ave.



View looking West toward site from the Intersection of Patrick St. & E. Matthews Ave.



View looking West toward site from the Intersection of Patrick St. & E. Matthews Ave.



View looking North on Patrick St. toward E. Matthews Ave.



View looking Northeast on Patrick St. toward E. Matthews Ave.



View looking South on Patrick St. at homes to the East of Site



View looking Southwest on Patrick St. toward Site



View looking North on Patrick St. toward E. Matthews Ave.



View looking North on Patrick St. Site on Left



View looking North on Patrick St., Homes to east of site



View looking North on Patrick St. Site on Left



View looking Southeast Toward the Intersection of Haltom St. & E. Oak Ave.



View looking Southeast from Haltom St. toward Site- Homes to be Removed



View looking North on Haltom St. towards E. Matthews Ave.



View looking East along E. Matthews, Commercial on West side of Site



View looking Southwest at Bank, West of Site



View looking Northwest at Homes across E. Matthews from Site



Legislation Details (With Text)

File #:	RES-15:171	Version:	1	Name:	Condemnation at 3628 E. Nettleton
Type:	Resolution	Status:			Recommended Under New Business
File created:	11/25/2015	In control:			Public Safety Council Committee
On agenda:	2/16/2016	Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 3628 E. Nettleton, Owner: David Abernathy				
Sponsors:	Code Enforcement				
Indexes:	Condemnation				
Code sections:					
Attachments:	3628 E. Nettleton inspection report Abernathy county data Abernathy title search Abernathy 1 Abernathy 2 Abernathy 3 Abernathy 4				

Date	Ver.	Action By	Action	Result
12/15/2015	1	Public Safety Council Committee	Recommended to Council	Pass

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS to condemn property at 3628 E. Nettleton, Owner: David Abernathy

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all the stipulations have been met in the condemnation process to proceed with the condemnation of this property.


NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO ARKANSAS THAT: the city should proceed with the condemnation of the property at: 3628 E. Nettleton.



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

COMMERCIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	8-26-15					
PROPERTY ADDRESS:	3628 E. NETTLETON					
PROPERTY OWNER:	DAVID & JUDY ABERNATHY					
OCCUPIED:	YES NO XX					
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation Type: Piers Solid Slab			3			Slab foundation , unlevel, with fractures,
Front Porch Type: Wood Concrete			3			Porch is concrete Slab foundation , unlevel, with fractures,
Exterior Doors and Windows Type: Wood Vinyl Aluminum		2 2 2				Three different door types , all are in need of repair , most need to be replaced, Building was not secure at time of inspection
Roof Underlay Type: OSB/ Plywood 1x6 metal		2				Mostly metal roofing which is missing in several areas allowing rain and weather inside
Roof Surface Type: Metal 3-Tab Shingles Dimensional Shingles						N/A
Chimney						N/A
Siding Type: Wood Lap Vinyl Masonite Aluminum		2				Holes in walls where the siding is missing, Mostly in the rear of the building
Fascia and Trim Type Wood Vinyl Coil		2				Rotted wood around buildings fascia and soffet
Interior Doors Type: Hollow Wood Solid Wood		2				All interior doors need replaced

Interior Walls Type Wood Frame Metal Frame Sheetrock Stucco			2 2 2				All interior walls need repaired or replaced,all exterior walls are metal missing in areas
Ceilings Type: Sheetrock Stucco Ceiling Tile			2				All types of ceilings inside and wall are damaged by water or wind
Flooring Underlay Type: 1x6 center match OSB Plywood			2				Concrete floors with some raised wood floors ,with all in need of repair or replaced. Slab foundation , unlevel, with fractures,
Flooring Surfaces Type: Carpet Linoleum Hard Wood Vinyl			2				Concrete floors with some raised wood floors ,with all in need of repair or replaced. Slab foundation , unlevel, with fractures,
Electrical	1						Not to code
Heating	1						Not to code
Plumbing	1						Not to code
In my opinion, this structure		is	<input checked="" type="checkbox"/>	is not			Suitable for human habitation.
In my opinion this structure		is	<input checked="" type="checkbox"/>	is not			Physically feasible for rehabilitation.
In my opinion, this structure		is	<input checked="" type="checkbox"/>	is not			Economically feasible for rehabilitation.
In my opinion, this structure	<input checked="" type="checkbox"/>	is		is not			A public safety hazard and should be condemned immediately.
EMERGENCY ACTION IS WARRANTED: YES <input checked="" type="checkbox"/> NO							
BUILDING WAS NOT SECURE AT TIME OF INSPECTION							
Tim Renshaw, Chief Building Inspector							Other Signature
							
Municipal Building, 300 South Church Jonesboro, Ar./ Phone 870-336-7194/ Fax 870-336-1358							

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PARCEL DETAILS

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Basic Information

Parcel Number: 01-144214-00100
County Name: Craighead County
Ownership Information: ABERNATHY DAVID
 3628 E NETTLETON
 JONESBORO, AR
[Map This Address](#)
Billing Information : ABERNATHY DAVID S & JUDY
 2602 NEELEY RD
 JONESBORO AR 72404
Total Acres: 1.90
Timber Acres: 0.00
Sec-Twp-Rng: 21-14-04
Lot/Block: /
Subdivision:
Legal Description: PT NE NE SE JBORO CITY
School District: J JB JONESBORO CITY
Improvement Districts: Drainage District 20
Homestead Parcel?: No
Tax Status: Taxable
Over 65?: No

Land Information

Land Divisions:	Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
	COMM	82,763 sqft	0	0	0	0	

Valuation Information

[View Prior Year Information](#)

	Appraised	Assessed
Land:	165,500	33,100
Improvements:	25,800	5,160
Total Value:	191,300	38,260
Taxable Value:		38,260
Millage:		0.0422
Estimated Taxes [?]:		\$1,614.57
Assessment Year:		2014

Sales History

Date	Price	Grantor	Grantee	Book	Page	Deed Type
6/21/2013	120,000	AGEE ANDREW	ABERNATHY DAVID	JB2013R	011723	WD(WARRANTY DEED)
6/21/2013	0	CHETUCK BOWLING CORP	AGEE ANDREW	JB2013R	011722	QCD(QUIT CLAIM DEED)

Improvement Information

Commercial Improvements

Commercial Improvement #1



Building Section #: 1

Business Name: VACANT
Location: 3628 E NETTLETON
Total SF: 6,400
Stories: 1
Year Built:

Effective Age: 40

Occupancy:	Code	Description	Class	Percent
	458	Discount Warehouse Store	C-1	100%

Additive Items:	Description	Qty.
	ADW	1
	Canopies Aluminum	1152
	Canopies Wood, including built up, comp	600
	FLAT STORAGE	1
	No HVAC	-1
	Paving Concrete, 3" reinforced	1152
	Signs Illum. Plastic double	18
	Signs Illum. Plastic double	24
	Signs, Posts or Poles 6" diameter	20

Structural Elements:	Description	Qty.
	Ceilings Acoustic	X
	Ceilings Suspension System	X
	Electrical Average	X
	Exterior Walls Brick Veneer	X
	Exterior Walls Non Bearing	X
	Exterior Walls Prefinished Metal	X
	Floor Covering Carpet	X
	Floor Covering None	X
	Foundation Concrete	X
	Insulation Ceilings	X
	Interior Finish Dry Wall	X
	Plumbing Lavatory	4
	Plumbing Water Closet	4
	Roof Cover Corrogate Metal	X
	Roof Structure Slope	B
	Site Work Preperation	X
	Structural Frame Steel	X

Building Section #: 2

Business Name: CHETUCK BOWLING LANES

Location: E NETTLETON

Total SF: 14,000

Stories: 1

Year Built:

Effective Age: 40

Occupancy:	Code	Description	Class	Percent
	406	Storage Warehouse	S-1	100%

Additive Items:	Description	Qty.
	No HVAC	-1

Structural Elements:	Description	Qty.
	Ceilings Acoustic	X
	Ceilings Suspension System	X
	Electrical Average	X
	Exterior Walls Brick Veneer	X
	Exterior Walls Non Bearing	X
	Exterior Walls Prefinished Metal	X
	Floor Covering None	X
	Foundation Concrete	X
	Insulation Ceilings	X
	Interior Finish Dry Wall	X
	Roof Cover Corrogate Metal	X
	Roof Structure Slope	B
	Site Work Preperation	X
	Structural Frame Rigid Frame Metal	X
	Structural Frame Steel	X

What do these
OBYI
abbreviations
mean?

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LENDERS TITLE
C O M P A N Y

2207 Fowler Avenue
Jonesboro, Arkansas 72401
Phone: 870-935-7410
FAX: 870-935-6548

LIMITED TITLE SEARCH

Date: November 24, 2015
Prepared For: City of Jonesboro - Code Enforcement
File Number: 15-069694-300

Lenders Title Company hereby certifies that the records of the Circuit Clerk of Craighead County, Arkansas have been examined as to the following described property from June 21, 2013 at 7:30 AM to October 22, 2015 at 7:30 AM:

A part of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 21, Township 14 North, Range 4 East, more particularly described as follows: Begin at the Quarter corner of Sections 21 and 22, Township 14 North, Range 4 East; thence South on the Section line 367 feet to the West right-of-way line of Highway #63, the point of beginning proper; thence South on the Section line 286.3 feet; thence South 89 degrees, 09 minutes West 356.3 feet; thence North 32 degrees, 21 minutes, East 471.3 feet to the West right-of-way line of Highway #63; thence South 44 degrees 09 minutes East along said right-of-way line 150 feet to the point of beginning proper. TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY: A part of the Northwest Quarter of the Southwest Quarter of Section 22, Township 14 North, Range 4 East, being more particularly described as follows: Begin at the West Quarter Corner of Section 22, Township 14 North, Range 4 East; thence South on the section line 367.0 feet to the South right-of-way line of Nettleton Avenue, the point of beginning proper; thence South 44 degrees 09 minutes East along said right-of-way line 45.86 feet; thence South 19 degrees 45 minutes 11 seconds West 94.52 feet to the section line; thence North on the section line 121.86 feet to the point of beginning proper, containing 1946 square feet, more or less.

The following instruments were found of record during the aforementioned period which affect the above described property:

AFFIDAVIT regarding, (SEE AFFIDAVIT), dated June 19, 2013, filed June 21, 2013 at 4:46 PM, recorded in Document Number JB2013R-0117020 in the records of Jonesboro, Craighead County, Arkansas.

ASSIGNMENT OF CONTRACT FOR SALE AND PROMISSORY NOTE executed by Andrew A. Agee, Successor Trustee of the Chester P. Agee Revocable Trust dated June 10, 1983, and the Successor Trustee of the Marcelle F. Agee Revocable Trust dated June 10, 1983, and the President of Chetuck Bowling Corporation; to David Abernathy, dated June 19, 2013, filed June 21, 2013 at 4:46 PM, recorded in Document Number JB2013R-011721 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED from Andrew A. Agree, Successor Trustee of the Chester P. Agee Revocable Trust dated June 10, 1983, and Successor Trustee of the Marcelle F. Agee Revocable Trust dated June 10, 1983, to David Abernathy, a married person, dated June 19, 2013, filed June 21, 2013 at 4:46 PM, recorded in Document Number JB2013R-011723 in the records of Jonesboro, Craighead County, Arkansas.

QUIT CLAIM DEED from Chetuck Corporation aka Chetuck Bowling Corporation, and Andrew A. Agee, Successor Trustee of the Chester P. Agee Revocable Trust dated June 10, 1983, and Successor Trustee of the Marcelle F. Agee Revocable Trust dated June 10, 1983, dated June 19, 2013, filed June 21, 2013 at 4:46 PM, recorded in Document Number JB2013R-011722 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED executed by Andrew A. Agee, Successor Trustee of the Chester P. Agee Revocable Trust dated June 10, 1983, Andrew A. Agee, Successor Trustee of the Marcelle F. Agee Revocable Trust dated June 10, 1983, to David Abernathy, a married person, dated June 19, 2013, June 21, 2013 at 4:46 PM, recorded in Document Number JB2013R-011723 in the records of Jonesboro, Craighead County, Arkansas.

LIS PENDENS styled by David Abernathy, Plaintiff, against Randy R. Teitloff and Joan L. Teitloff, Defendants, dated and filed January 15, 2014 at 11:40 AM, recorded in Document Number JB2014LP-000006 in the records of Jonesboro, Craighead County, Arkansas.

AMENDED AND SUBSTITUTED LIS PENDENS styled by David Abernathy, Plaintiff, against Randy R. Teitloff and Joan L. Teitloff, Defendants, Case Number CV-2014-30, dated January 21, 2014, filed January 21, 2014 at 10:57 AM, recorded in Document Number JB2014LP-000007 in the records of Jonesboro, Craighead County, Arkansas.

ORDER GRANTING MOTION OF SUMMARY JUDGEMENT in favor of David Abernathy against Randy R. Teitloff and Joan L. Teitloff, Case Number CV-2014-30, dated September 12, 2014, filed September 15, 2014 at 10:50 AM, recorded in Document Number JB2014J-002032 in the records of Jonesboro, Craighead County, Arkansas.

REAL ESTATE TAXES AND SPECIAL ASSESSMENTS FOR DRAINAGE DISTRICT NO. 20 for 2014 have been paid, taxes for 2015 are not yet due and payable. (PARCEL NUMBER 01-144214-00100)

Judgments have been checked on David Abernathy during the aforementioned period, and the following were found:

SEE ABOVE

This Limited Title Search is intended for the exclusive use of the addressee for informational purposes only. Lenders Title Company is not expressing or attempting to express an opinion as to the validity of the title to the above described property nor as to the validity of any encumbrances, both recorded and unrecorded, that pertain to the above described property. While Lenders Title Company believes that the information stated above is accurate, no assurances are made nor is any liability assumed by Lenders Title Company for any incorrect

information stated herein or omitted herefrom. For assurances as to the title to the above described property, addressee should obtain a title insurance policy.

Sincerely,

Lenders Title Company


By: Rachel Hendrix













Legislation Details (With Text)

File #: RES-16:005 **Version:** 1 **Name:** Set a public hearing to abandon an undeveloped alleyway north of Griffin Street

Type: Resolution **Status:** Recommended Under New Business

File created: 1/14/2016 **In control:** City Council

On agenda: **Final action:**

Title: RESOLUTION SETTING A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED ALLEYWAY LOCATED NORTH OF GRIFFIN STREET AS REQUESTED BY BOB HARRISON AND CESAR ISLAS

Sponsors:

Indexes: Abandonment, Public hearing

Code sections:

Attachments: [Plat](#)
[Petition](#)
[Engineering & Planning Letter](#)
[Utility Letters](#)

Date	Ver.	Action By	Action	Result
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RESOLUTION SETTING A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED ALLEYWAY LOCATED NORTH OF GRIFFIN STREET AS REQUESTED BY BOB HARRISON AND CESAR ISLAS

WHEREAS, Bob Harrison and Cesar Islas, have filed a petition with the City Clerk of the City of Jonesboro, Arkansas, requesting that the City abandon and vacate an undeveloped alleyway in:

THAT PART OF A 12 FOOT ALLEY EVENLY BETWEEN LOT 15 OF COBB AND LEE’S SURVEY OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4, NW1/4) OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 4 EAST AND THE EAST 50 FEET OF LOTS 1 THROUGH 5, BLOCK 1 OF WATT’S ADDITION TO THE CITY OF JONESBORO, FORMERLY THE TOWN OF NETTLETON IN SECTION 27, TOWNSHIP 14 NORTH, RANGE 4 EAST, RUNNING NORTHERLY AND SOUTHERLY ADJOINING AFOREMENTIONED LOT 15 AND THE EAST 50 FEET OF LOTS 1 THROUGH 5, BLOCK 1 OF WATT’S ADDITION ON THE WEST AND EAST SIDES RESPECTIVELY; COBB AND LEE’S SURVEY FILED IN PLAT BOOK 48 AT PAGE 110, AND WATT’S ADDITION FILED IN PLAT BOOK 18 AT PAGE 621, BOTH IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.

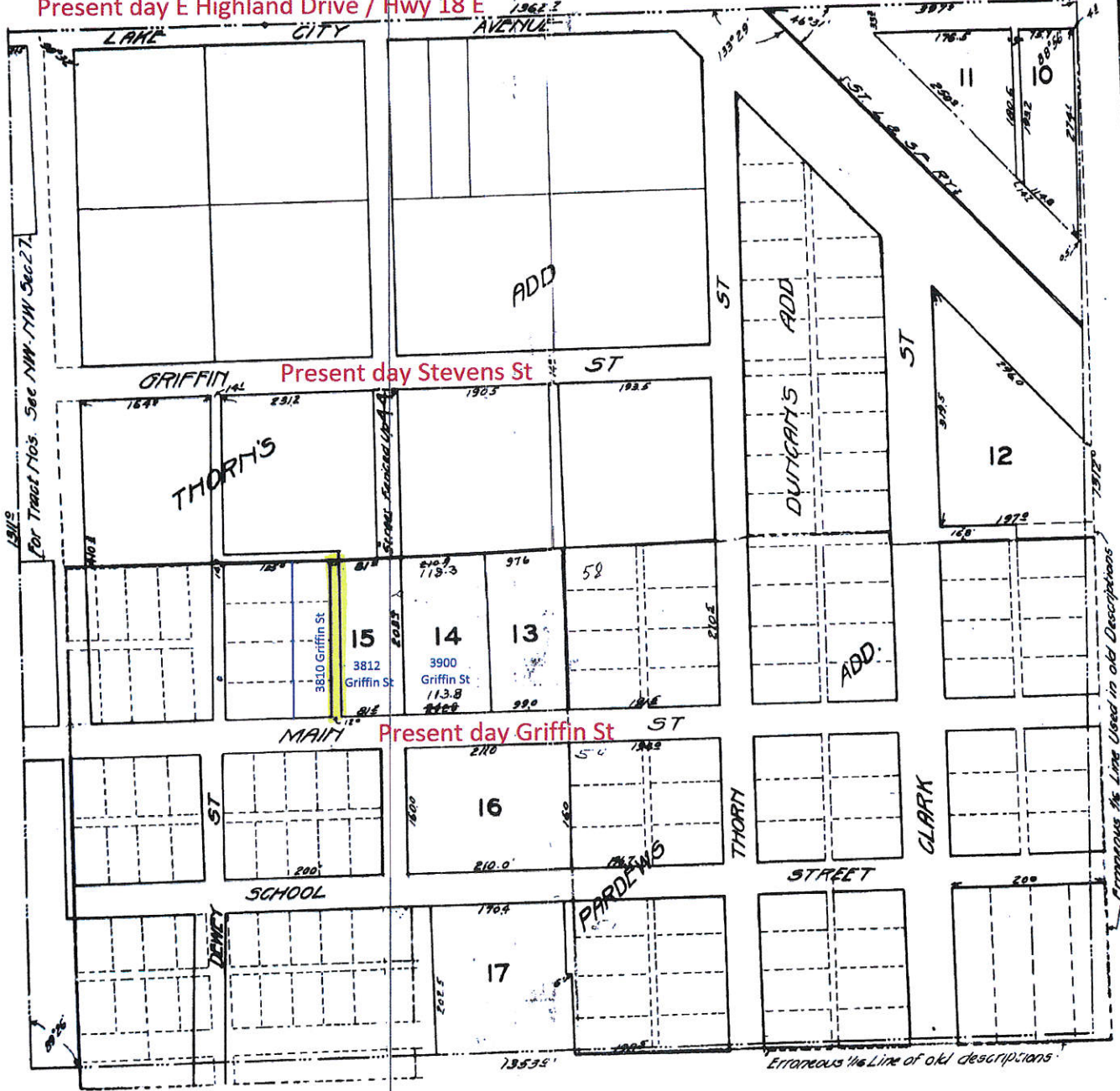
WHEREAS, the petition has been presented to the City of Jonesboro, Arkansas; and

WHEREAS, Arkansas law requires notice of such public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice advising the public of such request to vacate and abandon the above mentioned alleyway and that this matter will be heard before the City Council on _____, at _____ o’clock, p.m. at the Municipal Building, Jonesboro, Arkansas.

1166

Present day E Highland Drive / Hwy 18 E



NE 1/4 NW 1/4 SEC. 27, TWP. 14 N., R. 4 E.

SCALE 1"=100'

Surveyed and Platted September 1926 by Order Craighead
County Court Entered

CASS & LEE ENGINEERS
JONESBORO, ARK.

PETITION

To: Honorable Harold Perrin, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO VACATE A PORTION OF UNUSED 12 FOOT ALLEYWAY,

We, the undersigned, being the owner(s) of the property adjoining the following described property:

THAT PART OF A 12 FOOT ALLEY EVENLY BETWEEN LOT 15 OF COBB AND LEE'S SURVEY OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4, NW1/4) OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 4 EAST AND THE EAST 50 FEET OF LOTS 1 THROUGH 5, BLOCK 1 OF WATT'S ADDITION TO THE CITY OF JONESBORO, FORMERLY THE TOWN OF NETTLETON IN SECTION 27, TOWNSHIP 14 NORTH, RANGE 4 EAST, RUNNING NORTHERLY AND SOUTHERLY ADJOINING AFOREMENTIONED LOT 15 AND THE EAST 50 FEET OF LOTS 1 THROUGH 5, BLOCK 1 OF WATT'S ADDITION ON THE WEST AND EAST SIDES RESPECTIVELY; COBB AND LEE'S SURVEY FILED IN PLAT BOOK 48 AT PAGE 110, AND WATT'S ADDITION FILED IN PLAT BOOK 18 AT PAGE 621, BOTH IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY IN JONESBORO, ARKANSAS.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the alleyway described above closed and abandoned.

Dated this 4th day of Jan, 2016

PROPERTY OWNER NAME AND ADDRESS

Bob Harrison
P.O. BOX 19118
Jonesboro, AR 72403

Cesar Islas
2105 Rockwood Cove
Jonesboro, AR 72404

Bob Harrison

1/4/2016

Bob Harrison

Date

Cesar Islas

12/29/2015

Cesar Islas

Date

State ARKANSAS

County CRAIGHEAD

Subscribed and sworn to before me this 4th day of January, 2016.

Joshua Hurd
Notary

My Commission Expires: 11-20-23

OFFICIAL SEAL - #12396570
JOSHUA HURD
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 11-20-23



November 16, 2015

Clarence W. "Mac" McAlister, PE, PS
4508 Stadium Blvd, Suite D
Jonesboro, AR 72404

Re: Alley Abandonment

Dear Mr. McAlister:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of the 12' alleyway as shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East recorded in Book 48, page 110, in the Office of the Circuit Clerk for Craighead County, AR in Jonesboro, AR.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM
City Engineer

Otis Spriggs, AICP
City Planner

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

December 30, 2015

Engineering Department
c/o City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

RE: Request to Abandon 12' Alleyway

Dear Mr. Light:

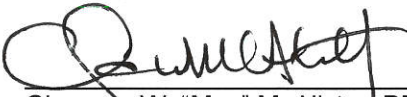
This alleyway is shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East recorded in Book 48, page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. A copy of this plat is enclosed for your records.

A petition, resolution, and ordinance will be presented to the City Council for their decision.

State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from the engineering department agreeing with the closure before passing the required ordinance.

A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the alleyway shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,



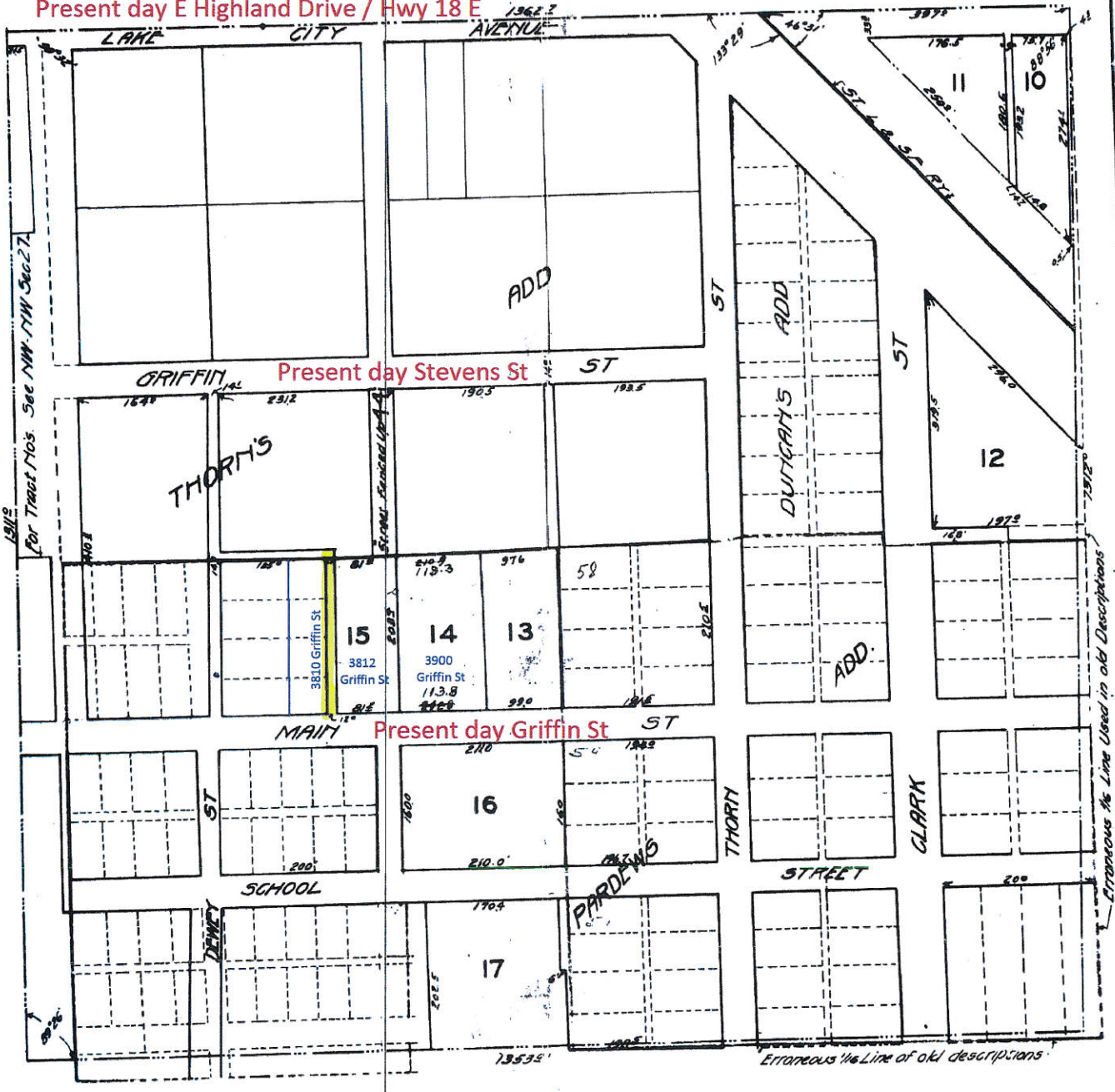
Clarence W. "Mac" McAlister, PE, PS

I, _____ (print name), concur in the closure of the alleyway as shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East as shown.

(Signature)
Craig Light PE – City Engineer

1106

Present day E Highland Drive / Hwy 18 E



NE 1/4 NW 1/4 SEC. 27, TWP. 14 N., R. 4 E.

SCALE 1"=100'

Surveyed and Platted September 1926 by Order Craighead County Court Entered

COSB & LEE ENGINEERS' JOHN S. COSB, BARK



Owned by the Citizens of Jonesboro

January 19, 2016

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: Donna Jackson, City Clerk

Re: Alley Abandonment
Cobb & Lee Survey
North of Griffin St/South of Stevens St
Jonesboro, Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the closing of a 12 foot alley lying west of Lot 15 (3812 Griffin St.) of the Cobb & Lee Survey, Jonesboro, Craighead County, Arkansas, being more particularly described as follows: A 12' x 200' alley on the west side of Lot 15 (3812 Griffin St.) as platted on Cobb & Lee Survey of the Northeast Quarter of the Northwest Quarter of Section 27, Township 14 North, Range 4 East as recorded in Book 48, Page 110 in the Office of the Circuit Clerk for Jonesboro, Craighead County, Arkansas.

Please call if you have questions.

A handwritten signature in black ink, appearing to read 'Jake Rice, III', is written over a horizontal line.

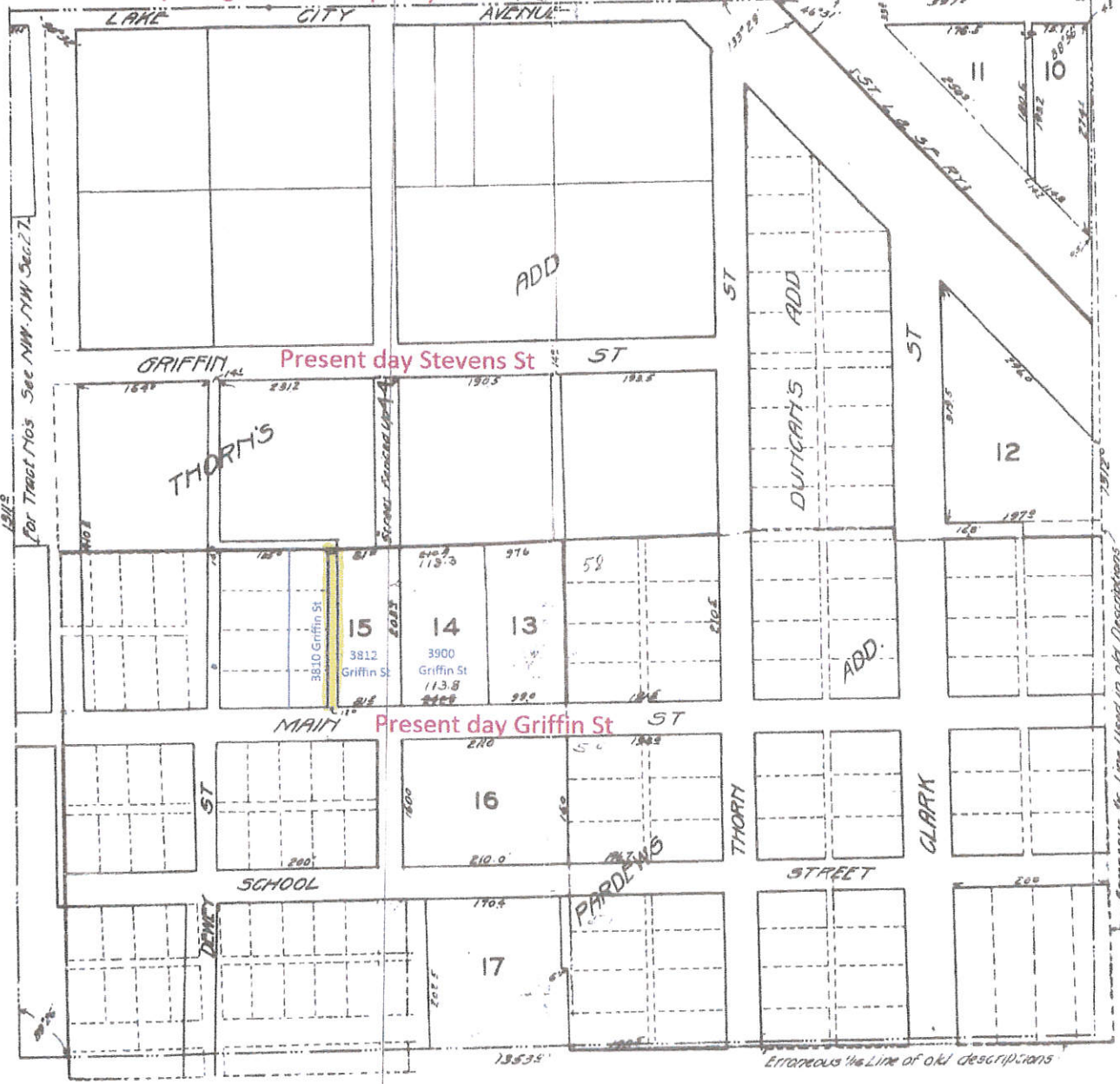
Jake Rice, III P.E.
Manager, City Water & Light

JR3
Enclosure

Cc: McAlister Engineering

1106

Present day E Highland Drive / Hwy 18 E



NE 1/4 NW 1/4 SEC. 27, TWP. 14 N., R. 4 E.

SCALE 1"=100'

Surveyed and Platted September 1926 by Order Craighead
County Court Entered

COBB & LEE ENGINEERS
JOHNSBORO, ARK

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

December 30, 2015

AT&T Services Inc.
723 S. Church Street
Jonesboro, AR 72401

RE: Request to Abandon 12' Alleyway

To whom it may concern:

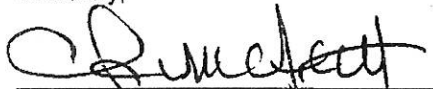
This alleyway is shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East recorded in Book 48, page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. A copy of this plat is enclosed for your records.

A petition, resolution, and ordinance will be presented to the City Council for their decision.

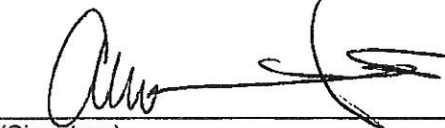
State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from all utility service providers agreeing with the closure before passing the required ordinance.

A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the alleyway shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,


Clarence W. "Mac" McAlister, RE, PS

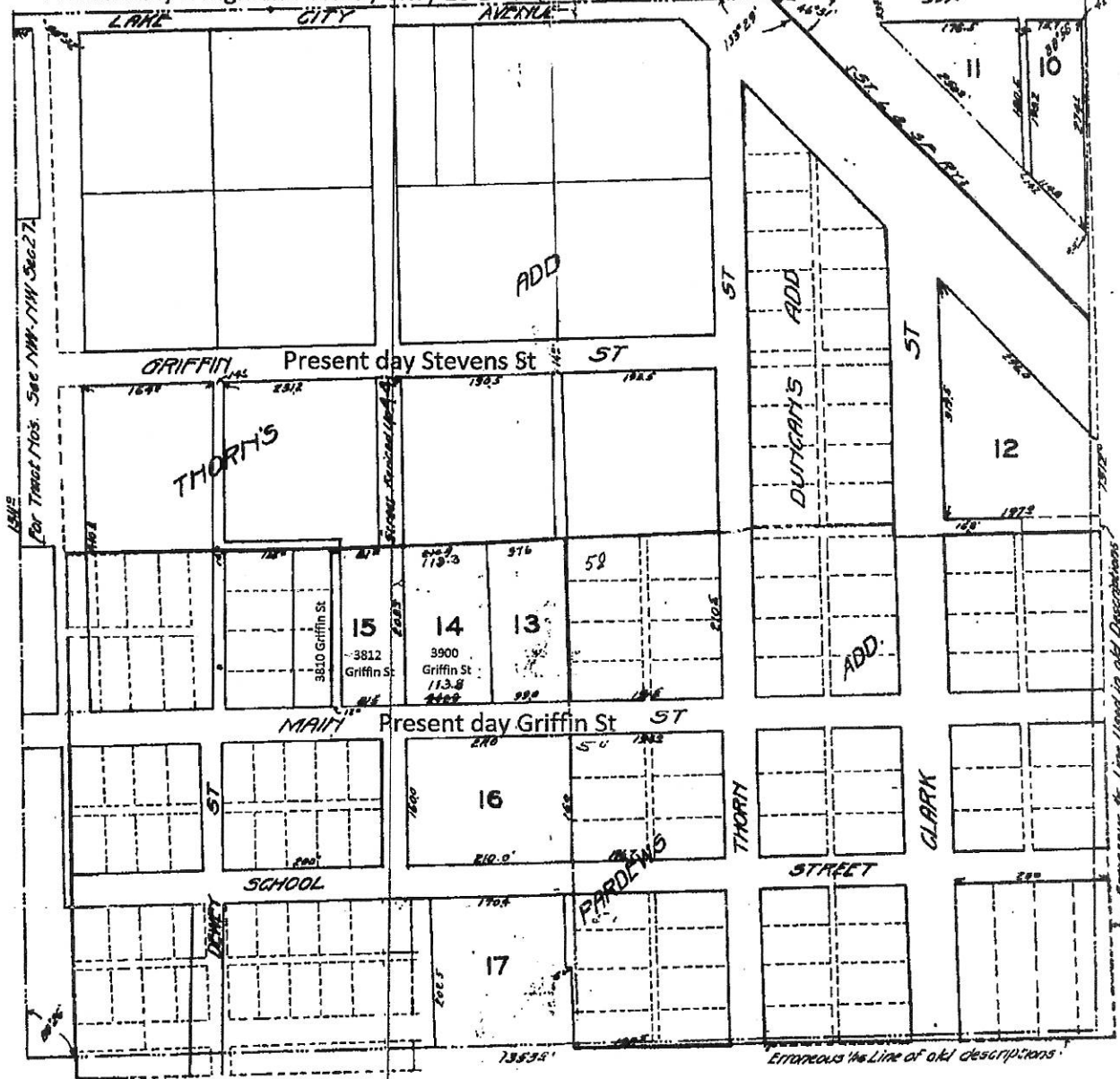
I, Anthony Martinez (print name), concur in the closure of the alleyway as shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East as shown.


(Signature) Utility Company Representative

LEAD OSP PLANNING & ENGINEERING DESIGN
(Position)

1166

Present day E Highland Drive / Hwy 18 E



NE 1/4 NW 1/4 SEC. 27, TWP. 14 N., R. 4 E.

SCALE 1"=100'

Surveyed and Platted September 1926 by Order Straightened
County Court Entered

COBB & LEE ENGINEERS
JONESBORO ARK.



Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401
870.972.7596 Phone
870.972.7558 Fax

February 1, 2016

Anthony Martinez
AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401

Dear Mr. McAlister,

Please see page 2 of this document for approval of abandonment of the utility easement in question Re: Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East recorded in Book 48, page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. Please be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy must to be completed by Bradley P. Hancock Surveying & Mapping or an associate of theirs.

Sincerely,

A handwritten signature in black ink, appearing to read "AM" followed by a long horizontal flourish.

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design



Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

AT&T - Arkansas
723 S. Church, Rm. B27
Jonesboro, AR 72401
870.972.7596 Phone
870.972.7558 Fax

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

I have been notified of the petition to vacate the following described as follows:

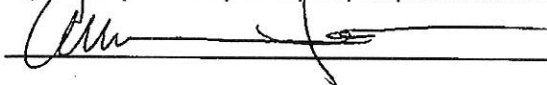
Re: Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East recorded in Book 48, page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objections to the vacation(s) described above, reason described below:

Anthony Martinez
Manager-Lead OSP Planning
& Engineering Design

Signature of Utility Company Representative:



Date: FEB 1, 2016



To: McAlister Engineering

From: Suddenlink Communications, Inc.

Date: January 8, 2015

Re: Request to Abandon 12' Alleyway

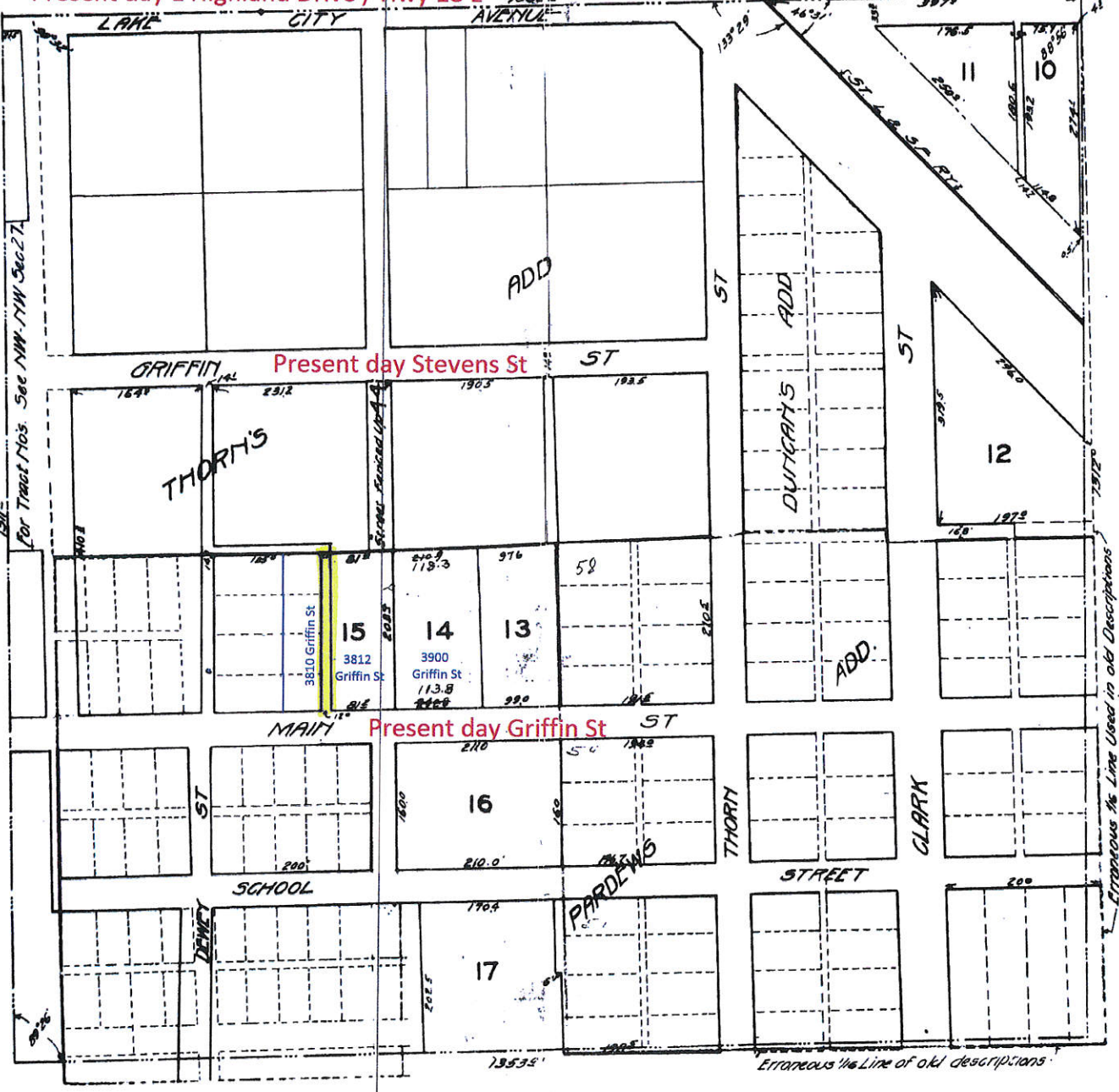
Suddenlink Communications, Inc. has no objection to the abandonment of the existing 12' alleyway shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE ¼, NW ¼) of Section 27, Township 14 North, Range 4 East recorded in Book 48, page 110, in the Office of the Circuit Clerk, located in Jonesboro, Craighead County, Arkansas.

Respectfully,

Joey Roach

Construction Planner
Suddenlink Communications, Inc.
870.897.5697 | Email: joey.roach@suddenlink.com

Present day E Highland Drive / Hwy 18 E



NE 1/4 NW 1/4 SEC. 27, TWP. 14 N., R. 4 E.

SCALE 1"=100'

Surveyed and Platted September 1926 by Order Craighead County Court Entered

COBB & LEE ENGINEERS JONESBORO, ARK.

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

December 30, 2015

Ritter Communications Inc.
~~3306 Southwest Drive~~ 2400 Ritter Drive
Jonesboro, AR ~~72404~~ 72401

RE: Request to Abandon 12' Alleyway

To whom it may concern:

This alleyway is shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East recorded in Book 48, page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. A copy of this plat is enclosed for your records.

A petition, resolution, and ordinance will be presented to the City Council for their decision.

State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from all utility service providers agreeing with the closure before passing the required ordinance.

A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the alleyway shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,


Clarence W. "Mac" McAlister, RE, PS

I, ALICE MARTIN (print name), concur in the closure of the alleyway as shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East as shown.

Alice Martin
(Signature)
Utility Company Representative

Project Eng.
(Position)

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

December 30, 2015

CenterPoint Energy
3013 Ole Feedhouse Road
Jonesboro, AR 72404

RE: Request to Abandon 12' Alleyway

To whom it may concern:

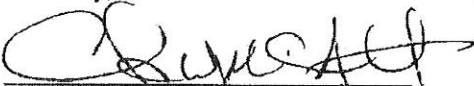
This alleyway is shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East recorded in Book 48, page 110, in the Office of the Circuit Clerk for Craighead County, AR, in Jonesboro, AR. A copy of this plat is enclosed for your records.

A petition, resolution, and ordinance will be presented to the City Council for their decision.

State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from all utility service providers agreeing with the closure before passing the required ordinance.

A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the alleyway shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,


Clarence W. "Mac" McAlister, PE, PS

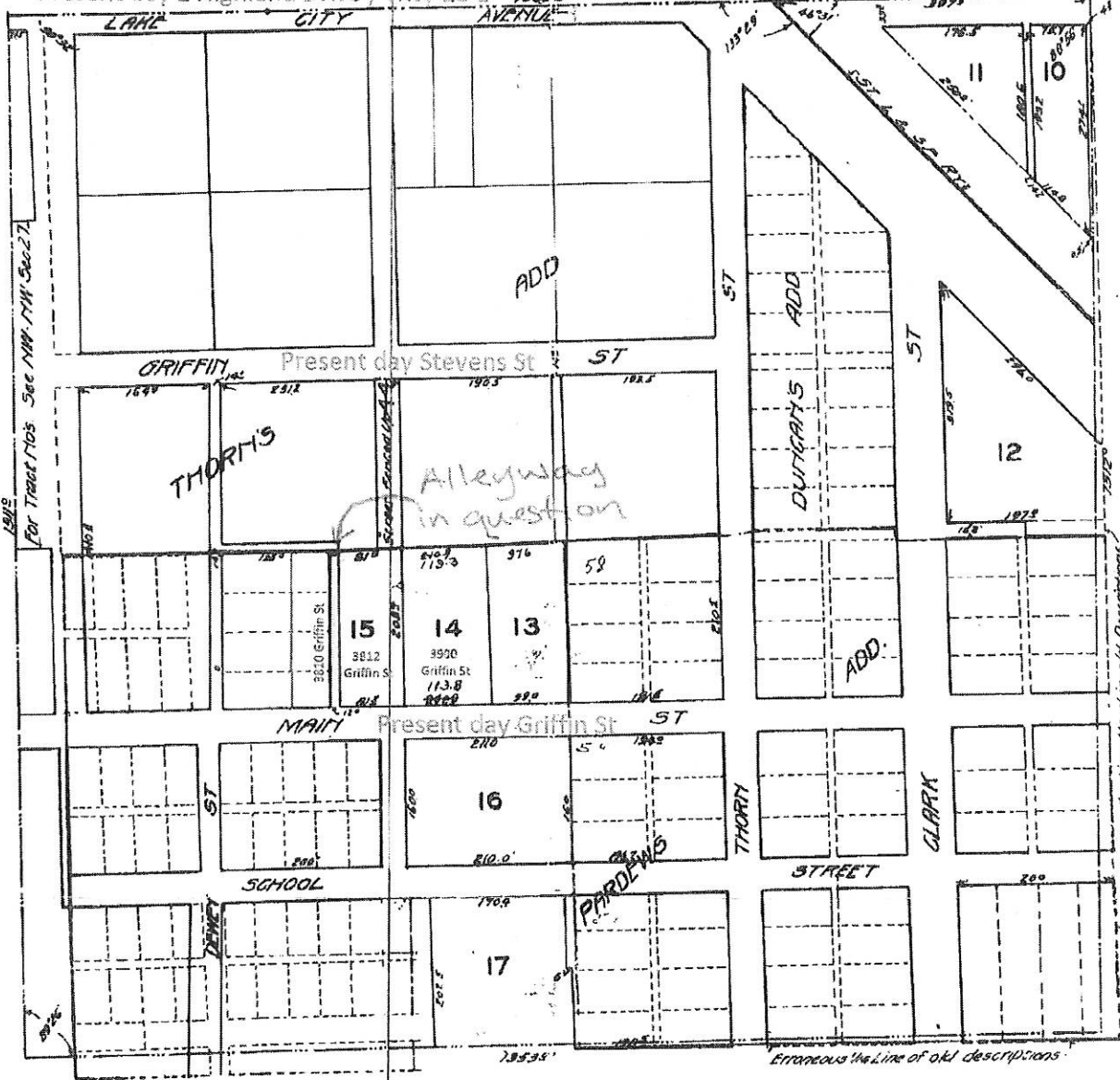
I, NICKLAS TIMBERLAKE (print name), concur in the closure of the alleyway as shown on Cobb & Lee's Survey of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 27, Township 14 North, Range 4 East as shown.


(Signature)
Utility Company Representative

ENGINEER II
(Position)

1106

Present day E Highland Drive / Hwy 18 E



NE 1/4 NW 1/4 SEC. 27, TWP. 14 N., R. 4 E.

SCALE 1"=100'

Surveyed and Platted September 1926 by Order Greighthead
County Court Entered

CASA & LEE ENGINEERS
JONESBORO, ARK.



Legislation Details (With Text)

File #: RES-16:014 **Version:** 1 **Name:** Set a public hearing to abandon a street right-of-way

Type: Resolution **Status:** Recommended Under New Business

File created: 2/2/2016 **In control:** City Council

On agenda: **Final action:**

Title: RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED STREET RIGHT-OF-WAY ON EAST STREET AND CATE AVENUE AS REQUESTED BY OAK STREET PROPERTIES, LLC.

Sponsors:

Indexes: Abandonment, Public hearing

Code sections:

Attachments: [Petition](#)
[Plat](#)
[Utility Letters](#)
[Engineering & Planning Dept. Letter](#)

Date	Ver.	Action By	Action	Result
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RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED STREET RIGHT-OF-WAY ON EAST STREET AND CATE AVENUE AS REQUESTED BY OAK STREET PROPERTIES, LLC.

WHEREAS, Oak Street Properties LLC, has filed a petition with the City Clerk of the City of Jonesboro, Arkansas, requesting that the City vacate an undeveloped street right-of-way in:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT; THENCE N89°06'09"E, A DISTANCE OF 121.78 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE N89°06'09"E, A DISTANCE OF 20.50 FEET; THENCE S01°14'25"E A DISTANCE OF 138.99 FEET; THENCE S89°04'41"W, A DISTANCE OF 20.85 FEET; THENCE N01°05'51"W, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 0.06 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, the petition has been presented to the City of Jonesboro, Arkansas; and

WHEREAS, Arkansas law requires notice of such public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice advising the public of such request to vacate an undeveloped street right-of-way, and that this matter will be heard before the City Council on _____ at _____ o'clock, p.m. at

the Municipal Building, Jonesboro, Arkansas.

PETITION

To: Honorable Harold Perrin, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas

PETITION TO VACATE AN UNDEVELOPED STREET RIGHT-OF-WAY

We, the undersigned, being the owner(s) of property adjoining the following described property:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT; THENCE N89°06'09"E, A DISTANCE OF 121.78 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE N89°06'09"E, A DISTANCE OF 20.50 FEET; THENCE S01°14'25"E A DISTANCE OF 138.99 FEET; THENCE S89°04'41"W, A DISTANCE OF 20.85 FEET; THENCE N01°05'51"W, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 0.06 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have the street right-of-way described above closed and abandoned.

Dated this 5 day of MAY, 2015.

PROPERTY OWNER, NAME AND ADDRESS

Oak Street Properties, LLC
2614 E. Nettleton
Jonesboro, AR 72401



5/20/15

Signature

Date

Signature

Date

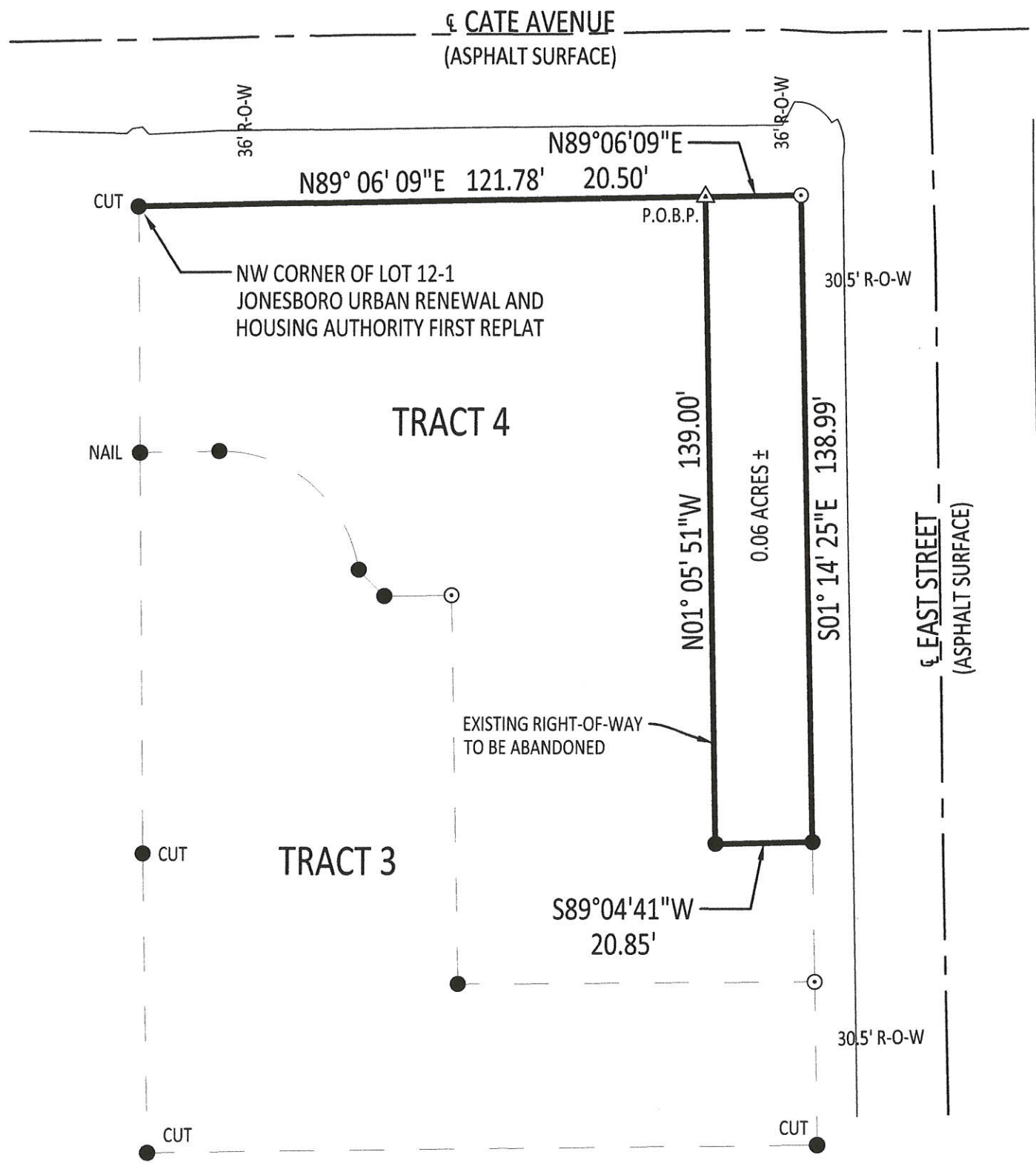
Subscribed and sworn to before me this 20 day of May, 2015.



Notary

Expiration Date: 01-01-25





DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

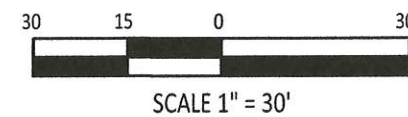
BEGINNING AT THE NORTHWEST CORNER OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT; THENCE N89°06'09"E, A DISTANCE OF 121.78 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE N89°06'09"E, A DISTANCE OF 20.50 FEET; THENCE S01°14'25"E A DISTANCE OF 138.99 FEET; THENCE S89°04'41"W, A DISTANCE OF 20.85 FEET; THENCE N01°05'51"W, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 0.06 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SURVEYOR'S NOTES

1. BASIS OF BEARING: ARKANSAS STATE PLANE, GRID NORTH ZONE(0301).
2. ALL MONUMENTS SET ARE 5/8" REBAR WITH BLUE PLASTIC CAP STAMPED BEARD PS 1691, UNLESS OTHERWISE NOTED.
3. REFERENCE DOCUMENTS USED IN THIS SURVEY:
 - WARRANTY DEED JB2013R-007074, RECORDED IN THE CRAIGHEAD COUNTY COURTHOUSE, JONESBORO, ARKANSAS.
 - WARRANTY DEED JB2013R-007076, RECORDED IN THE CRAIGHEAD COUNTY COURTHOUSE, JONESBORO, ARKANSAS.
 - COBB'S SURVEY OF THE NW 1/4, SE 1/4, SEC 18, T 14 N, R 4 E, DATED 5/20/1917.
 - JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT BY J.L. SCRAPE P.S. 515, DATED 4/9/1975.
 - PLAT OF SURVEY BY TERRENCE D. MOORE P.S. 1293, DATED 3/22/2013.
4. THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

LEGEND

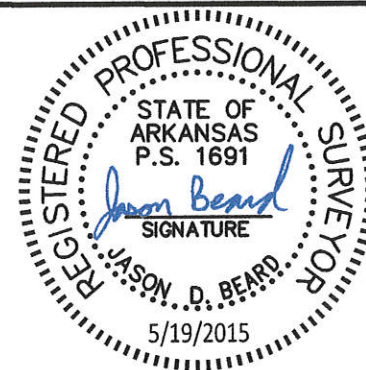
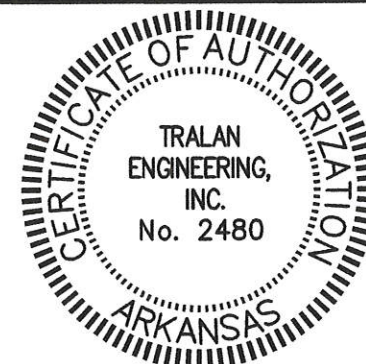
- FOUND 1/2" REBAR P.S. 1293 (UNLESS NOTED OTHERWISE)
- ⊙ SET MONUMENT
- △ CALCULATED (NOT SET)



RIGHT-OF-WAY ABANDONMENT

INTERSECTION OF EAST STREET AND CATE AVENUE
SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST
CRAIGHEAD COUNTY, JONESBORO, ARKANSAS

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



DRAWING INFO

DRAWN BY:	JDB	SCALE:	1" = 30'
DATE:	5/19/2015	JOB NO.:	15-050

OAK STREET PROPERTIES, LLC

SHEET NUMBER:

1 of **1**



To: Tralan Engineering
From: Suddenlink Communications, Inc.
Date: June 4, 2015
Re: East Street Apartments
Right-of-Way Abandonment

Suddenlink Communications, Inc. has no objection to the partial abandonment of the East Street right-of-way, located in Jonesboro, Craighead County, Arkansas, provided this does not affect any existing utility infrastructures.

Respectfully,

Joey Roach

Construction Planner
Suddenlink Communications, Inc.



phone 870.336.3434

1.888.336.4249

fax 870.336.3401

office 2400 Ritter Drive, Jonesboro, AR 72401

UTILITY RELEASE FORM

Telecommunications Easement Abandonment Request

I have been notified of the petition to vacate the following described as follows:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT; THENCE N89°06'09"E, A DISTANCE OF 121.78 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE N89°06'09"E, A DISTANCE OF 20.50 FEET; THENCE S01°14'25"E A DISTANCE OF 138.99 FEET; THENCE S89°04'41"W, A DISTANCE OF 20.85 FEET; THENCE N01°05'51"W, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 0.06 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

UTILITY COMPANY COMMENTS:

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

Alice Martin - Project Engce III

ALICE MARTIN
Project Engineer

t: 870.336.3476
f: 870.336.1449
m: 870.243.5681
alice.martin@rittermail.com

3306 Southwest Drive
Jonesboro, Arkansas 72404





AT&T
723 S. Church ST.
B27
Jonesboro, AR
72401
USA

T 870.972.7601
F 870.972.7558
rv3617@att.com
att.com

UTILITY RELEASE FORM

TELECOMMUNICATIONS EASEMENT ABANDONMENT REQUEST

I have been notified of the petition to vacate the following described as follows:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT; THENCE N89°06'09"E, A DISTANCE OF 121.78 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE N89°06'09"E, A DISTANCE OF 20.50 FEET; THENCE S01°14'25"E A DISTANCE OF 138.99 FEET; THENCE S89°04'41"W, A DISTANCE OF 20.85 FEET; THENCE N01°05'51"W, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 0.06 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.


No objections to the vacation(s) described above, provided the following described easements are retained.

Objections to the vacation(s) described above, reason described below:

Rodney Vanhoozer

MGR. AT&T ENGINEERING

Signature of Utility Company Representative

 DATE: 5-27-15



AT&T
723 S. Church ST.
B27
Jonesboro, AR
72401
USA

T 870.972.7601
F 870.972.7558
rv3617@att.com
att.com

May 27, 2015

Rodney Vanhoozer
AT&T
723 S. Church ST.
B27
Jonesboro, AR 72401

Dear Mr. Fischer,

Please see page 2 of this document for approval of abandonment of the utility easement in question: **A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**
BEGINNING AT THE NORTHWEST CORNER OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT; THENCE N89°06'09"E, A DISTANCE OF 121.78 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE N89°06'09"E, A DISTANCE OF 20.50 FEET; THENCE S01°14'25"E A DISTANCE OF 138.99 FEET; THENCE S89°04'41"W, A DISTANCE OF 20.85 FEET; THENCE N01°05'51"W, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 0.06 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD. Be aware that this approval will not take effect until a hard copy has been delivered to the City of Jonesboro city clerk (Donna Jackson). The delivery of the hard copy is to be completed by Tralan Engineering or an associate of theirs.



CenterPoint Energy
401 W. Capitol, Suite 600
Little Rock, AR 72201
CenterPointEnergy.com

UTILITY RELEASE FORM

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

Utility Company: CenterPoint Energy Date: 10/8/2014

Requested Abandonment: Section of the ROW near the intersection of East Street and Cate Ave. in Jonesboro, Arkansas

Legal Description:

A part of the NW ¼ of the SE ¼ of section 18, township 14N, Range 4E, Craighead County, Arkansas being more particularly described as follows: Beginning at the NW corner of Lot 12-1 of Jonesboro Urban Renewal and Housing Authority first Re-plat; thence N89°06'09"E, A distance of 121.78' to the point of beginning proper; thence continue N89°06'09"E, A distance of 20.50 ft.; thence S01°14'25"E a distance of 138.99 ft.; thence S89°04'41"W, a distance of 20.85 ft.; thence N01°05'51"W, a distance of 139 ft. to the point of beginning proper, containing 0.06 acres, more or less, subject to all rights-of-way and easements of record.

UTILITY COMPANY COMMENTS:

No objections to the abandonment(s) described above and illustrated in Exhibit A.

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

Objects to the abandonment(s) described above, reason described below.

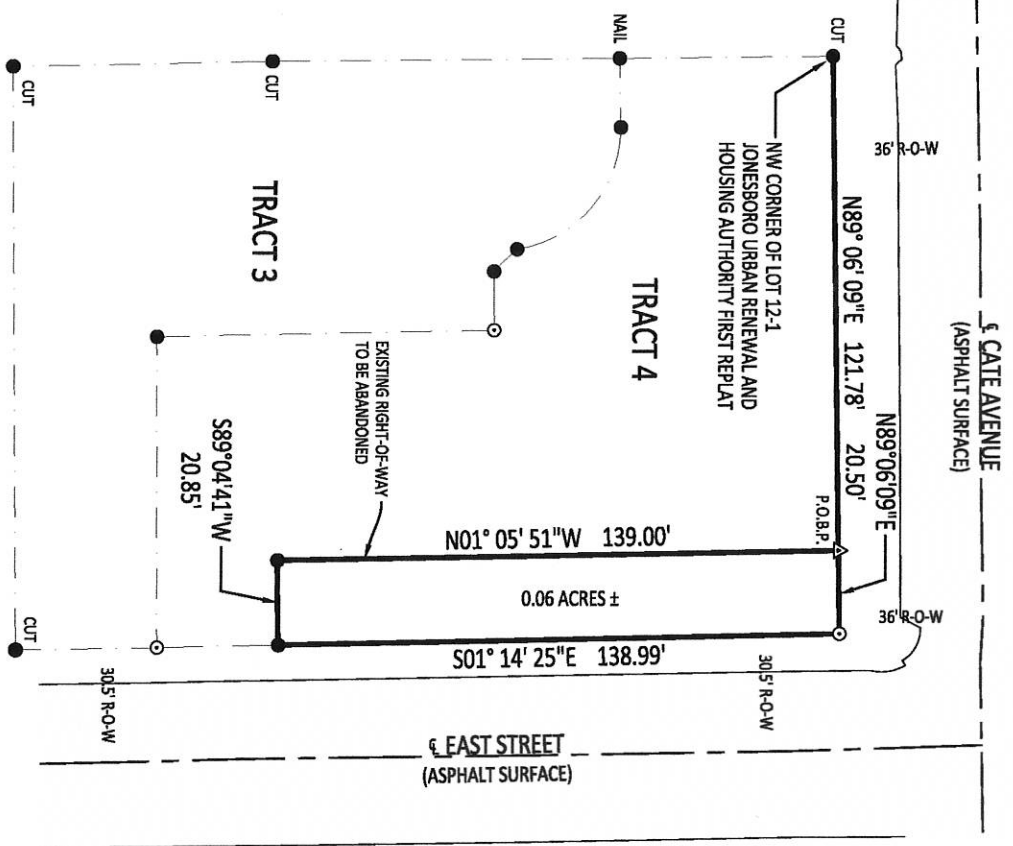
Described reasons for objection or easements to be retained.

N/A

ENGINEER II

Signature of Utility Company Representative

Title



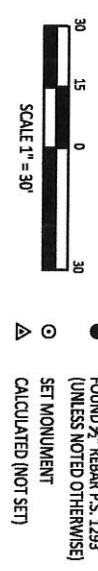
DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT; THENCE N89°06'09\"/>

SURVEYOR'S NOTES

1. BASIS OF BEARING: ARKANSAS STATE PLANE, GRID NORTH ZONE(0301).
2. ALL MONUMENTS SET ARE 3/4\"/>
3. REFERENCE DOCUMENTS USED IN THIS SURVEY:
 - WARRANTY DEED JB2013R-007074, RECORDED IN THE CRAIGHEAD COUNTY COURTHOUSE, JONESBORO, ARKANSAS.
 - WARRANTY DEED JB2013R-007076, RECORDED IN THE CRAIGHEAD COUNTY COURTHOUSE, JONESBORO, ARKANSAS.
 - COBB'S SURVEY OF THE NW 1/4, SE 1/4, SEC 18, T 14 N, R 4 E, DATED 5/20/1917.
 - JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT BY J.L. SCRAPER P.S. 515, DATED 4/9/1975.
 - PLAT OF SURVEY BY TERRENCE D. MOORE P.S. 1293, DATED 3/22/2013.
4. THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.



RIGHT-OF-WAY ABANDONMENT

INTERSECTION OF EAST STREET AND CATE AVENUE
SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST
CRAIGHEAD COUNTY, JONESBORO, ARKANSAS

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



DRAWING INFO			
DRAWN BY:	JOB	SCALE	1" = 30'
DATE:	5/19/2015	JOB NO.:	15-060
OAK STREET PROPERTIES, LLC			
SHEET NUMBER: 1 of 1			



Owned by the Citizens of Jonesboro

February 1, 2016

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: Donna Jackson, City Clerk

Re: Letter of Consent of R.O.W. Abandonment (East Street)

Dear Donna:

City Water and Light Plant of the City of Jonesboro (CWL) has received a request to consent to the vacation and abandonment of a portion of East Street described as follows ("Existing Right of Way"):

Beginning at the Northwest Corner of Lot 12-1 of Jonesboro Urban Renewal and Housing Authority First Replat; thence N89°06'09" E, a distance of 121.78 feet to the point of beginning proper; thence continue N89°06'09" E, a distance of 20.50 feet; thence S01°14'25" E a distance of 138.99 feet; thence S89°04'41" W, a distance of 20.85 feet; thence N01°05'51" W, a distance of 139.00 feet to the point of beginning proper, containing 0.06 acres, lying in a part of the Northwest Quarter of the Southeast Quarter of Section 18, Township 14 North, Range 4 East, Craighead County, Arkansas.

CWL has no objection to the abandonment of the existing R.O.W. of East Street subject however to the following condition. As a condition of the abandonment of the existing R.O.W. on East Street, CWL requires a 5 foot utility easement, running north and south parallel and adjacent to the new proposed western R.O.W. line.

The new easement may be reflected in the approved final plat or by separate express written easement. Upon receipt of proper documentation reflecting the new easement, CWL will proceed with executing any necessary documentation to reflect abandonment on the existing R.O.W.

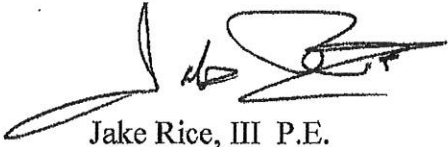
As required by Section 113-49 & 113-50 of the Jonesboro Municipal Code, please present the preliminary plat and final plat to CWL for its consideration and approval.

Further, please confirm that the vacating ordinance contains provisions that preserve the Existing Right of Way until the New Easement is properly granted.

Jake Rice III, MANAGER

CITY WATER & LIGHT • 400 East Monroe • P.O. Box 1289 • Jonesboro, Arkansas 72403-1289 • 870/935-5581

Please call if you have questions.

A handwritten signature in black ink, appearing to read 'Jake Rice, III', with a stylized flourish extending to the left.

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

JR3
Enclosure

Cc: Tralan Engineering



February 3, 2016

Travis Fischer
Tralan Engineering, Inc.
2916 Wood Street
Jonesboro, AR 72404

Re: Intersection of East Street and Cate Avenue ROW Abandonment

Dear Mr. Fischer:

The City of Jonesboro Engineering and Planning Departments concur with the abandonment of the undeveloped street right-of-way located in a part of the northwest quarter of the southeast quarter of Section 18, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows:

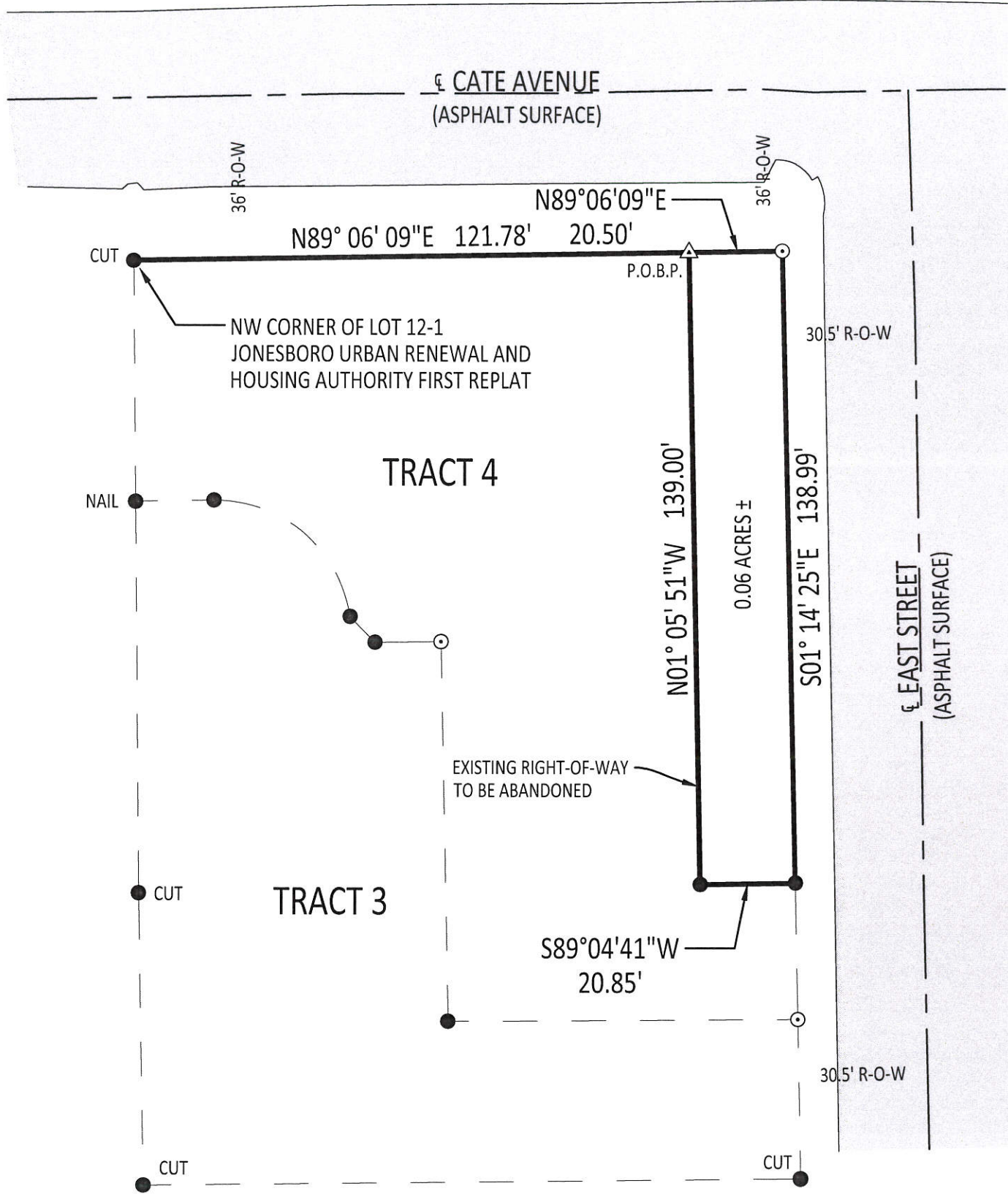
Beginning at the northwest corner of Lot 12-1 of Jonesboro Urban Renewal and Housing Authority first replat; Thence N89°06'09"E, a distance of 121.78 feet to the point of beginning proper; Thence continue N89°06'09"E, a distance of 20.85 feet; Thence N01°05'51"W, a distance of 139.00 feet to the point of beginning proper, containing 0.06 acres, more or less, subject to all rights-of-way and easements of record.

Please call if more information is needed.

Sincerely,

Craig Light, PE, CFM
City Engineer

Otis Spriggs, AICP
City Planner



DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT; THENCE N89°06'09"E, A DISTANCE OF 121.78 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE N89°06'09"E, A DISTANCE OF 20.50 FEET; THENCE S01°14'25"E A DISTANCE OF 138.99 FEET; THENCE S89°04'41"W, A DISTANCE OF 20.85 FEET; THENCE N01°05'51"W, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 0.06 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SURVEYOR'S NOTES

1. BASIS OF BEARING: ARKANSAS STATE PLANE, GRID NORTH ZONE(0301).
2. ALL MONUMENTS SET ARE 5/8" REBAR WITH BLUE PLASTIC CAP STAMPED BEARD PS 1691, UNLESS OTHERWISE NOTED.
3. REFERENCE DOCUMENTS USED IN THIS SURVEY:
 - WARRANTY DEED JB2013R-007074, RECORDED IN THE CRAIGHEAD COUNTY COURTHOUSE, JONESBORO, ARKANSAS.
 - WARRANTY DEED JB2013R-007076, RECORDED IN THE CRAIGHEAD COUNTY COURTHOUSE, JONESBORO, ARKANSAS.
 - COBB'S SURVEY OF THE NW 1/4, SE 1/4, SEC 18, T 14 N, R 4 E, DATED 5/20/1917.
 - JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT BY J.L. SCRAPE P.S. 515, DATED 4/9/1975.
 - PLAT OF SURVEY BY TERRENCE D. MOORE P.S. 1293, DATED 3/22/2013.
4. THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

LEGEND

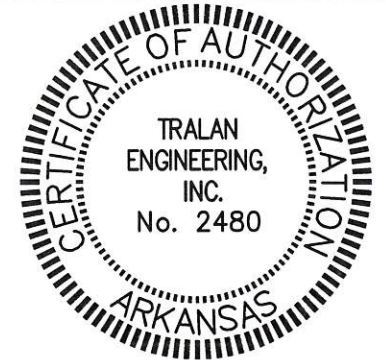
- FOUND 1/2" REBAR P.S. 1293 (UNLESS NOTED OTHERWISE)
- ⊙ SET MONUMENT
- △ CALCULATED (NOT SET)



RIGHT-OF-WAY ABANDONMENT

INTERSECTION OF EAST STREET AND CATE AVENUE
SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST
CRAIGHEAD COUNTY, JONESBORO, ARKANSAS

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



DRAWING INFO

DRAWN BY:	JDB	SCALE:	1" = 30'
DATE:	5/19/2015	JOB NO.:	15-050

OAK STREET PROPERTIES, LLC

SHEET NUMBER:

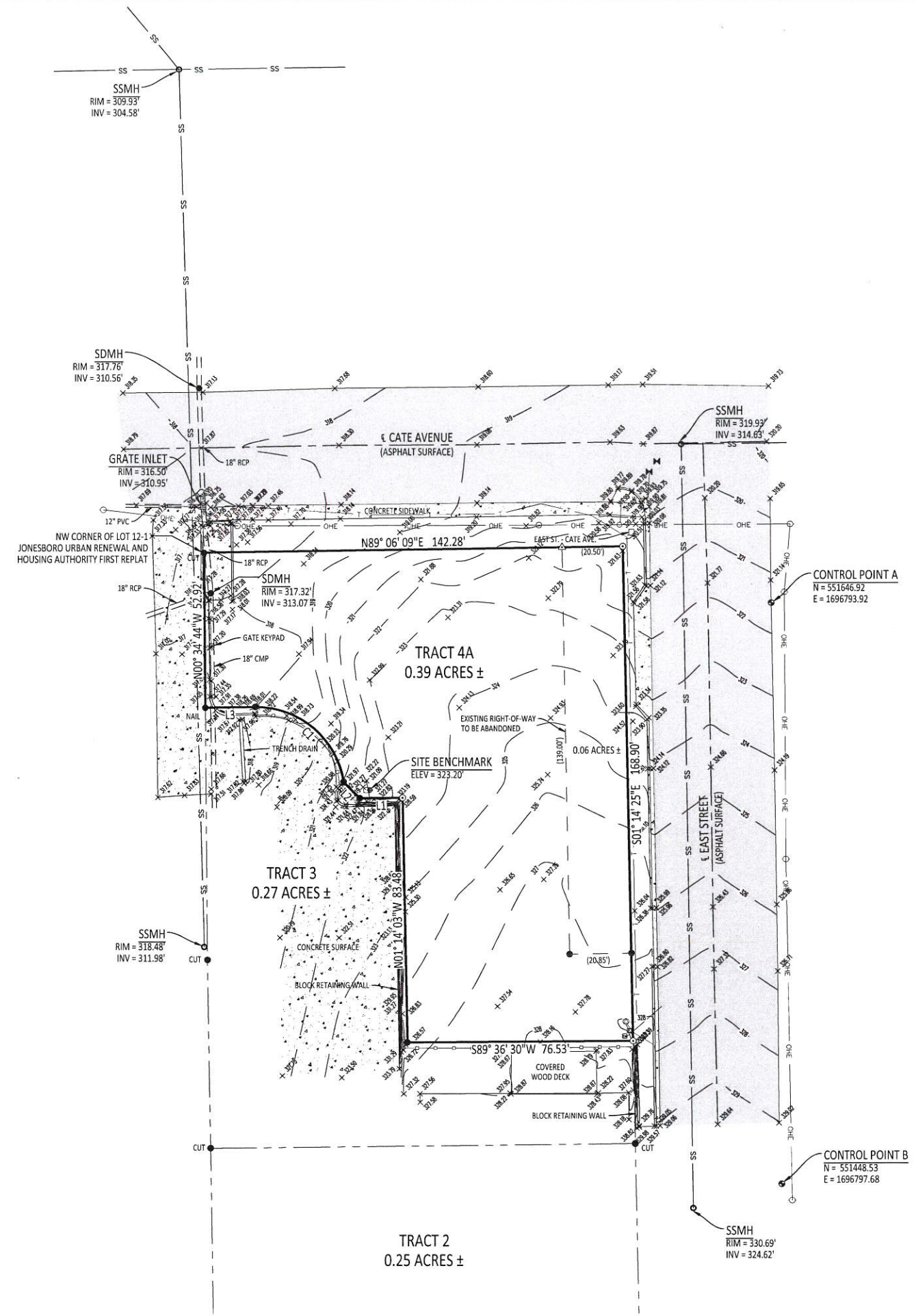
1 of **1**

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

TRALAN ENGINEERING



VICINITY MAP
 NOT TO SCALE



DESCRIPTION

PART OF LOT 10 OF COBB'S SURVEY OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, AND PART OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT; THENCE N89°06'09"E ALONG THE SOUTHERLY RIGHT-OF-WAY OF CATE AVENUE, A DISTANCE OF 142.28 FEET TO THE WESTERLY RIGHT-OF-WAY OF EAST STREET; THENCE S01°14'25"E ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 168.90 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, S89°36'30"W, A DISTANCE OF 76.53 FEET; THENCE N11°14'03"W, A DISTANCE OF 83.48 FEET; THENCE S89°15'02"W, A DISTANCE OF 14.49 FEET; THENCE N44°33'30"W, A DISTANCE OF 7.84 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 43.11 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF N49°35'22"W, AND A CHORD DISTANCE OF 39.50 FEET; THENCE S89°15'21"W, A DISTANCE OF 17.00 FEET; THENCE N00°34'44"W, A DISTANCE OF 52.92 FEET TO THE POINT OF BEGINNING, CONTAINING 0.39 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

LINE TABLE

LINE #	DIRECTION	DISTANCE
L1	S89°15'02"W	14.49'
L2	N44°33'30"W	7.84'
L3	S89°15'21"W	17.00'

CURVE TABLE

CURVE #	CHORD DIRECTION	CHORD DISTANCE	RADIUS	ARC LENGTH	DELTA
C1	N49°35'22"W	39.50'	30.00'	43.11'	82.3359°

CERTIFICATION

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

SURVEYOR'S NOTES

- SUBJECT PROPERTY IS CURRENTLY ZONED C-1.
- BASIS OF BEARING: ARKANSAS STATE PLANE, GRID NORTH ZONE(0301).
- THE SITE VERTICAL BENCHMARK IS A CUT SQUARE ON THE EAST SIDE OF A CONCRETE LIGHT POLE BASE AS SHOWN ON PLANS. ELEV = 323.20'
 VERTICAL CONTROL - NAVD 88
 HORIZONTAL CONTROL - AR STATE PLANE GRID NORTH ZONE-NAD 83
- ALL MONUMENTS SET ARE 3/4" REBAR WITH BLUE PLASTIC CAP STAMPED BEARD PS 1691, UNLESS OTHERWISE NOTED.
- REFERENCE DOCUMENTS USED IN THIS SURVEY:
 • WARRANTY DEED JB2013R-007074, RECORDED IN THE CRAIGHEAD COUNTY COURTHOUSE, JONESBORO, ARKANSAS.
 • WARRANTY DEED JB2013R-007076, RECORDED IN THE CRAIGHEAD COUNTY COURTHOUSE, JONESBORO, ARKANSAS.
 • COBB'S SURVEY OF THE NW 1/4, SE 1/4, SEC 18, T 14 N, R 4 E, DATED 5/20/1917.
 • JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT BY J.L. SCRAPE P.S. 515, DATED 4/9/1975.
 • PLAT OF SURVEY BY TERENCE D. MOORE P.S. 1293, DATED 3/22/2013.
- NOTES ARE RECORDED IN SURVEY BOOK 1, PAGES 11-12.
- THE LOCATIONS AND SIZES OF EXISTING UNDERGROUND UTILITIES SHOWN ARE BASED FIELD MEASUREMENTS AND EXISTING UTILITY MAPS. TRALAN ENGINEERING, INC. MAKES NO GUARANTEE TO THE EXACT LOCATION OF THE UTILITIES SHOWN ON THESE PLANS. LOCATIONS OF UNDERGROUND UTILITIES AND STRUCTURES MAY VARY FROM LOCATIONS SHOWN. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES OR STRUCTURES. ARKANSAS ONE CALL TICKET # 150422-1022
- THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

LEGEND

- FOUND 3/4" REBAR P.S. 1293 (UNLESS NOTED OTHERWISE)
- SET MONUMENT
- △ CALCULATED (NOT SET)
- ⊕ CONTROL POINT
- ⊙ BENCHMARK
- ⊙ GUY WIRE
- ⊙ UTILITY POLE
- ⊙ ELECTRIC METER
- ⊙ ELECTRIC BOX
- ⊙ TELECOMMUNICATION PEDESTAL SIGN (AS NOTED)
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM SEWER MANHOLE
- ⊙ GRATE INLET
- ⊙ FIRE HYDRANT
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ GAS METER
- OHE OVERHEAD ELECTRIC LINE
- UGE UNDERGROUND ELECTRIC LINE
- T TELECOMMUNICATION LINE
- W WATER LINE
- SS SANITARY SEWER LINE
- GAS GAS LINE
- WOOD PRIVACY FENCE

TOPOGRAPHIC SURVEY

PART OF LOT 10 OF COBB'S SURVEY OF THE NW 1/4, SE 1/4 OF SEC. 18, T 14 N, R 4 E AND A PART OF LOT 12-1 OF JONESBORO URBAN RENEWAL AND HOUSING AUTHORITY FIRST REPLAT



REVISIONS

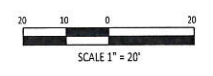
DATE	BY	DESCRIPTION

DRAWING INFO.

DRAWN BY:	JDB
DATE:	4/28/2015
SCALE:	1"=20'
JOB NO.:	15-050
CAD NO.:	

CLIENT:
 OAK STREET PROPERTIES, LLC

SHEET NUMBER:
1 of **1**





Legislation Details (With Text)

File #: ORD-16:010 **Version:** 1 **Name:** Rezoning at 3008 Rook Road
Type: Ordinance **Status:** Third Reading
File created: 1/27/2016 **In control:** City Council
On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 3008 ROOK ROAD AS REQUESTED BY THE ROOK FAMILY

Sponsors:

Indexes: Rezoning

Code sections:

Attachments: [Plat](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
2/2/2016	1	City Council		

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

SECTION I: 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 RESIDENTIAL-1 DENSITY TO (C-3 LU-O) GENERAL COMMERCIAL DISTRICT - LIMITED USE OVERLAY, THE FOLLOWING DESCRIBED PROPERTY:

A PART OF LOT 1 AND A PART OF LOT 2 OF ROOK'S 1ST ADDITION TO THE CITY OF JONESBORO, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 4 EAST, THENCE NORTH 89°48'19"EAST 79.22 FEET ; THENCE NORTH 00°36'25"EAST 29.52 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY #1 (STADIUM BOULEVARD) NORTH 00° 36'25"EAST 221.97 FEET TO THE POINT OF BEGINNING PROPER;

THENCE NORTH 00°45'02" EAST 113.32 FEET; THENCE NORTH 05°07'10" EAST 86.06 FEET; THENCE NORTH 04°24'57"EAST 28.00 FEET; THENCE NORTH 62°25'24" EAST 34.85 FEET; THENCE SOUTH 00°26'38" WEST 43.75 FEET; THENCE NORTH 89°30'14" EAST 227.84 FEET; THENCE NORTH 00°53'49" EAST 174.66 FEET; THENCE NORTH 33°09'03" EAST 142.35 FEET; THENCE NORTH 89° 46'56" EAST 102.54 FEET; THENCE SOUTH 01°13'49" EAST 293.14 FEET; THENCE SOUTH 01°13'49" EAST 200.00 FEET; THENCE SOUTH 89°44'14" WEST 454.44 FEET TO THE POINT OF BEGINNING

PROPER, CONTAINING 3.21 ACRES MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SECTION II: CONDITIONS:

1. THAT THE PROPOSED SITE SHALL SATISFY ALL REQUIREMENTS OF THE CITY ENGINEER, ALL REQUIREMENTS OF THE CURRENT STORMWATER DRAINAGE DESIGN MANUAL AND FLOOD PLAIN REGULATIONS REGARDING ANY NEW CONSTRUCTION.
2. A FINAL SITE PLAN SUBJECT TO ALL ORDINANCE REQUIREMENTS FOR PARKING, SIGNAGE, ACCESS, LANDSCAPING, FENCING, BUFFERING ETC. SHALL BE SUBMITTED SHALL BE SUBMITTED, REVIEWED, AND APPROVED BY THE MAPC, PRIOR TO ANY REDEVELOPMENT OF THE PROPERTY.
3. THE REZONING APPROVAL LIMITS THIS USE TO THE C-3 GENERAL COMMERCIAL USES EXCEPT FOR THE FOLLOWING: ADULT ENTERTAINMENT, OFF-PREMISES ADVERTISEMENT, COMMUNICATION TOWER, FUNERAL HOME, WAREHOUSE, RESIDENTIAL (MINI STORAGE), DAYCARE, LIMITED (FAMILY CARE), AND CEMETERY; AND ANY SUBSTANTIAL CHANGE OF USES SHALL BE SUBJECT TO PLANNING COMMISSION 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.

City of Jonesboro City Council
Staff Report – RZ 15-18: 3008 Rook Rd. Rezoning
Municipal Center - 300 S. Church St.
For Consideration by the Council on February 2, 2016

REQUEST: To consider a rezoning of one tract of land containing 3.21 acres more or less.

PURPOSE: A request to consider recommendation to Council by the MAPC for a rezoning from “R-1” Single Family Residence to “C-3 L.U.O.” General Commercial District Limited Use Overlay.

APPLICANTS/ OWNER: **Ted Rook, Patsey Rook, Larry Rook, Dickey Rook, DMDTJR,LLC, 3008 Rook Rd., Jonesboro, AR**

LOCATION: 3008 Rook Rd., Jonesboro, AR

SITE DESCRIPTION: **Tract Size: Approx. 3.21 Acres**
Street Frontage: +/-404 ft. along Stadium Blvd. & E. Parker Rd.
Topography: Flat, open, sparsely covered with trees
Existing Development: Residential Single Family w/ accessory structures.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R1- Joe N. Martin Expressway (Hwy 63) Ar. Highway Dept.
South	C-3, Auto Sales: Fletcher Realty, LLC.
East	R-1, Residential, Elizabeth Moore Trust ETAL
West	C-3, Auto Sales, Linda Matthews ETAL

HISTORY: None.

ZONING ANALYSIS

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

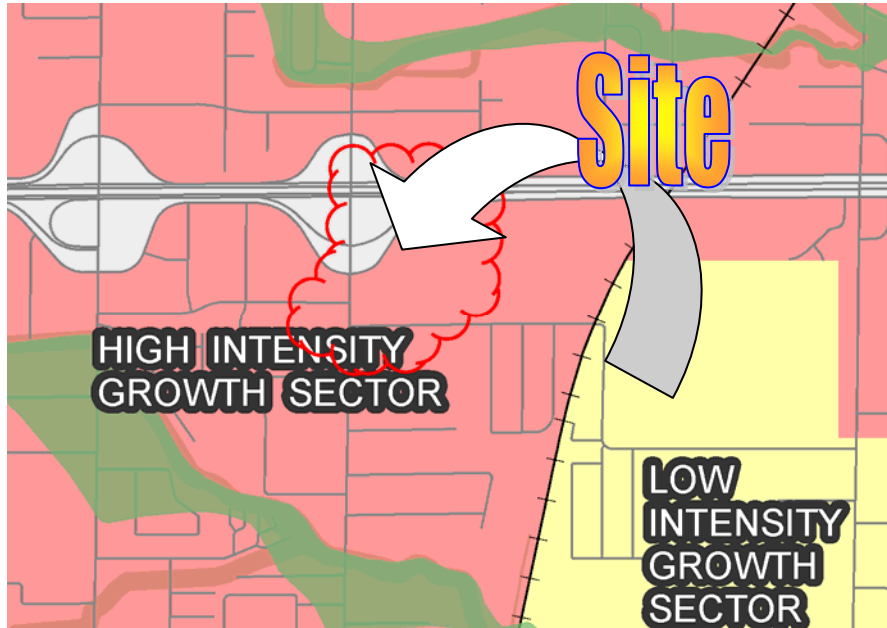
COMPREHENSIVE PLAN LAND USE MAP

The Current/Future Land Use Map recommends this location as Moderate Intensity Growth Sector. The proposed rezoning is consistent with the adopted Land Use Plan for the existing and proposed use if proper controls are implemented. Highway commercial is typical for this area.

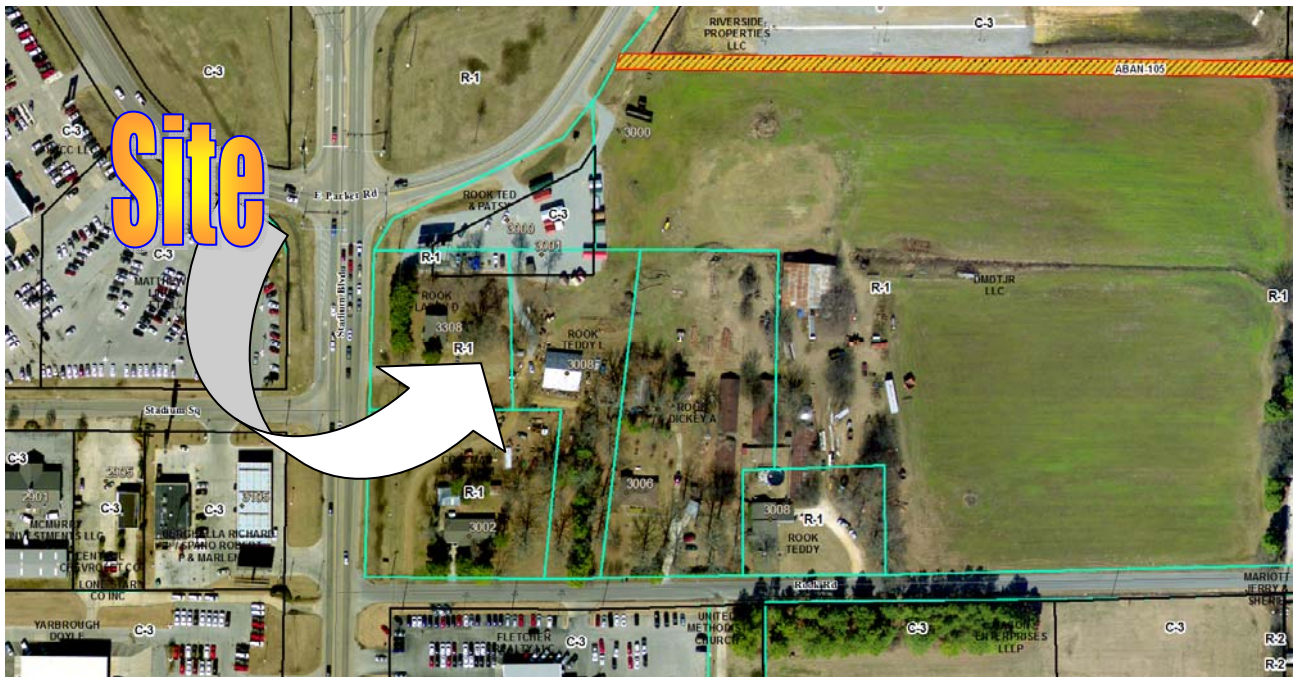
Moderate Intensity Recommended Use Types Include: Neighborhood retail, Neighborhood services, office parks, small medical offices, Libraries, schools, other public facilities, Senior living centers, nursing homes, community-serving retail, small super market, convenience store, bank, etc.

Master Street Plan/Transportation

The subject site is served by E. Parker Rd., which on the Master Street Plan is defined as a Highway/Interstate; proposed right-of-ways adhere to the Master Street Plan as State Controlled access. Any replat should satisfy the minimum requirement.










Adopted Land Use Map



Aerial/Zoning Map

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map.	The proposed C-3 LU-O District rezoning is consistent with the Future Land Use Plan, which was categorized as High 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, if good access management is implemented.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. This area is primarily commercial on a major arterial. High intense uses are encouraged.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment.	Property is not suitable for single family residential where fronting on major arterials.	
(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.	This site and use should not be a detriment to the area if controls are implemented to screen and buffer any environmentally sensitive surrounding uses and good site access management principles are followed.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant.	Property is occupied as residential for several years.	
(g) 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 due to the fact that this area will continue to grow as commercial.	

RECORD OF PROCEEDINGS: MAPC Meeting held January 26, 2016

Applicant:

Mr. Terry Bare: Representing the owners of the property on Stadium Dr., stated that they are combining their property, and now a portion which is zoned Commercial -C-3 LUO.

Staff:

Mr. Spriggs gave Staff comments noting that the property fronts on a major arterial- Stadium Blvd.. The request is consistent with the Land Use Plan which recommends High Intense Growth Sector which promotes general commercial uses. The area has developed slowly in that fashion. The rezoning criteria have been reviewed and the proposal is consistent. The land is not suitable for residential due to speed of traffic. The subject property does not front on Rook Road directly. There is a proposed exclusion list of uses, as noted in the report which are usually not compatible with any abutting residential. No comments of opposition or concern were voiced by the agencies and apartments contacted. The 3 conditions were read.

Public Input: None Present

Action: 8-0 Vote recommending approval.

Motion was made by Mr. Reese, noting that this is a good use for the property and recommended it to Council with the noted Staff conditions. Motion was 2nd by Mr. Cooper.

Roll Call Vote: Mr. Reese- Aye; Mr. Cooper- Aye; Mr. Hoelscher- Aye; Mr. Scurlock- Aye; Mr. Kelton- Aye; Dr. Stripling- Aye; Mr. Bailey-Aye; Mr. Perkins- Aye. Lonnie Roberts Served as Chair.

Staff Findings

Applicant's Purpose:

The applicants are proposing to rezoning the subject property with the ability to utilize the land for C-3 General Commercial uses with the following limited uses to be excluded: Adult Entertainment, Off-premises advertisement, Communication Tower, Funeral Home, Warehouse, Residential (Mini Storage), Daycare, Limited (Family Care), and Cemetery. Please see the allowable use table on the next page which outlines which uses shall be permitted in the future if this property is rezoned.

Chapter 117 of the City Code of Ordinances/Zoning defines Commercial District 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 streets. Development of grouping of facilities

shall be encouraged, as opposed to less desirable strip commercial. As noted, the proposed property fronts on property currently under the jurisdiction of the State Highway Department. The intersection of E. Parker Road and Stadium is a signalized intersection, therefore any future site plans that area reviewed should follow driveway setback and separation requirements to assure good access measures are considered.

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 objections to this rezoning to date.	
Streets/Sanitation	No objections to this rezoning to date.	
Police	No objections to this rezoning to date.	
Fire Department	No objections to this rezoning to date.	
MPO	No objections to this rezoning to date.	
Jets	No objections to this rezoning to date.	
Utility Companies	No objections to this rezoning to date.	

Zoning Code Allowable Uses:

Below is the Table of Permitted Uses regarding the requested C-3, L.U.O. General District. Certain commercial uses are permitted as of right- “P”, while others require a Conditional Use- “C” approval by the MAPC, or not permitted where blank:

Uses	C-3	Uses	C-3
Manufactured housing unit		Utility, major	C
Airport or airstrip		Utility, minor	P
Animal care, general	P	Vehicle and equipment sales	P
Auditorium or stadium	C	Vehicle repair, general	P
Automated teller machine	P	Vehicle repair, limited	P
Bank or financial institution	P	Vocational school	P
Carwash	P	Warehouse, residential (mini) storage	C
Cemetery	P	Vehicular and equipment storage yard	
Church	P	Asphalt or concrete plant	
College or university	P	Auto wrecking or salvage yard	
Communication tower	C	Basic industry	
Construction sales and service		Freight terminal	C
Convenience store	P	Landfill (private)	
Day care, limited (family home)	P	Manufacturing, general	
Day care, general	P	Manufacturing, limited	
Entertainment, adult	C	Mining or quarrying	
Government service	P	Oil and gas drilling	
Indoor firing range		Research services	C
Library	P	Solid waste incinerator	
Medical service/office	P	Warehousing	
Museum	P	Welding or machine shop	
Office, general	P	Agriculture, animal	C
Parking lot, commercial	P	Agriculture, crop	
Parks and recreation	P	Agriculture, farmers market	P
Pawn shops	P	Agriculture, product sales	
Post office	P	Sign, off-premises*	P
Recreation/entertainment, indoor	P	Retail/service	P
Recreation/entertainment, outdoor	P	Safety services	P
Recreational vehicle park	P	School, elementary, middle and high	P
Restaurant, fast-food	P	Service station	P
Restaurant, general	P	Sign, off-premises*	P

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zoning Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 15-18, a request to rezone property from “R-1” Single Family to “C-3”, L.U.O., General Commercial District, subject to final site plan approval by the MAPC.

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements for parking, signage, acces, landscaping, fencing, buffering etc. shall be submitted shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
3. The Rezoning Approval limits this use to the C-3 General Commercial Uses except for the following: Adult Entertainment, Off-premises advertisement, Communication Tower, Funeral Home, Warehouse, Residential (Mini Storage), Daycare, Limited (Family Care), and Cemetery; and any substantial change of uses shall be subject to Planning Commission approval in the future.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Site Photographs



View Looking East on Rook Rd.



View Looking North at subject property on 3008 Rook Rd.



Looking South directly across the street from subject property



Looking South directly across the street from subject property



View Looking Northeast towards the subject property on 3008 Rook Rd.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-16:014 **Version:** 1 **Name:** Airport financial statements for January 31, 2016
Type: Other Communications **Status:** To Be Introduced
File created: 2/9/2016 **In control:** City Council
On agenda: **Final action:**
Title: Financial statement for the Jonesboro Airport Commission for January 31, 2016
Sponsors: Municipal Airport Commission
Indexes: Airport financial statements
Code sections:
Attachments: [Financial statement](#)

Date	Ver.	Action By	Action	Result
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Financial statement for the Jonesboro Airport Commission for January 31, 2016

**Jonesboro Airport Commission
Financial Statements
For the One Month Ended January 31, 2016 and 2015**

Orr, Lamb & Fegtly, PLC
PO Box 1796
Jonesboro, AR 72403

Accountant's Compilation Report

Jonesboro Airport Commission
Jonesboro, Arkansas

Management is responsible for the accompanying financial statements of Jonesboro Airport Commission (a nonprofit organization), which comprise the statement of financial position as of January 31, 2016, and the related statements of activities for one month and 1 Month in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position and changes in net assets. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jonesboro Airport Commission .

Orr, Lamb & Fegtly, PLC
Certified Public Accountants

February 5, 2016

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
January 31, 2016**

ASSETS

CURRENT ASSETS

Cash - Centennial Bank	\$ 516,131.29	
Cash-Centennial Bank-Project Acct	<u>171.48</u>	
Total Current Assets		\$ 516,302.77

PROPERTY AND EQUIPMENT

OTHER ASSETS

Rice Growers Stock	\$ <u>928.25</u>	
Total Other Assets		<u>928.25</u>
TOTAL ASSETS		<u><u>\$ 517,231.02</u></u>

See accountants' compilation report.

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
January 31, 2016**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Fica Taxes Payable	\$	579.97
FWH Taxes Payable		346.00
SWH Taxes Payable		(0.01)
State Unemployment Payable		<u>34.12</u>

Total Current Liabilities \$ 960.08

EQUITY

Beg Retained Earnings	\$	954,125.65
YTD Net Income(Loss)		<u>(437,854.71)</u>

Total Equity 516,270.94

TOTAL LIABILITIES & EQUITY \$ 517,231.02

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 1 Month Ended January 31, 2016 and 2015

	1 Month Ended <u>January 31, 2016</u>		1 Month Ended <u>January 31, 2015</u>		1 Month Ended <u>January 31, 2016</u>		1 Month Ended <u>January 31, 2015</u>	
		%		%		%		%
Revenues								
Grant Revenue-City of Jonesboro	\$ 0.00	0.00	\$ 70,000.00	69.55	\$ 0.00	0.00	\$ 70,000.00	69.55
Grant Revenue-Federal & State	2,532.20	8.24	0.00	0.00	2,532.20	8.24	0.00	0.00
Hanger Revenue - FBO	17,645.00	57.45	15,745.00	15.64	17,645.00	57.45	15,745.00	15.64
Revenue-Sharp Aviation	2,105.80	6.86	2,105.80	2.09	2,105.80	6.86	2,105.80	2.09
Revenue-Gate Card Fees	0.00	0.00	100.00	0.10	0.00	0.00	100.00	0.10
Fuel Flowage	5,589.90	18.20	6,961.50	6.92	5,589.90	18.20	6,961.50	6.92
HANGER-FOWLER FOODS	858.78	2.80	858.78	0.85	858.78	2.80	858.78	0.85
HANGER-LANDRY	631.72	2.06	0.00	0.00	631.72	2.06	0.00	0.00
HANGER-Pinnacle Operating Corp	0.00	0.00	1,600.00	1.59	0.00	0.00	1,600.00	1.59
HANGER-Goldeneye	0.00	0.00	500.00	0.50	0.00	0.00	500.00	0.50
Auto Rental Agency & Land Lease	300.00	0.98	300.00	0.30	300.00	0.98	300.00	0.30
HANGER-HYTROL	350.00	1.14	300.00	0.30	350.00	1.14	300.00	0.30
HANGER-GOLDEN EYE	500.00	1.63	0.00	0.00	500.00	1.63	0.00	0.00
Terminal Building Leases-AIR CH	0.00	0.00	(27.72)	(0.03)	0.00	0.00	(27.72)	(0.03)
Other Income	200.00	0.65	2,204.43	2.19	200.00	0.65	2,204.43	2.19
Total Revenues	<u>30,713.40</u>	<u>100.00</u>	<u>100,647.79</u>	<u>100.00</u>	<u>30,713.40</u>	<u>100.00</u>	<u>100,647.79</u>	<u>100.00</u>
Cost of Revenues								
Grant Project Expenditures	435,464.17	1,417.8	0.00	0.00	435,464.17	1,417	0.00	0.00
Grounds	0.00	0.00	1,890.61	1.88	0.00	0.00	1,890.61	1.88
Hanger Expense-FBO	9,449.57	30.77	395.81	0.39	9,449.57	30.77	395.81	0.39
Terminal Building Expense-	14,873.46	48.43	14,997.96	14.90	14,873.46	48.43	14,997.96	14.90
Terminal Building Expense	615.05	2.00	395.81	0.39	615.05	2.00	395.81	0.39
Fire Rescue Building Expense	475.22	1.55	470.76	0.47	475.22	1.55	470.76	0.47
Sharp Aviation Expense	498.35	1.62	395.81	0.39	498.35	1.62	395.81	0.39
Old Terminal Bldg - CAP	0.00	0.00	92.65	0.09	0.00	0.00	92.65	0.09
Beacon & Field Lights	195.30	0.64	0.00	0.00	195.30	0.64	0.00	0.00
Total Cost of Revenues	<u>461,571.12</u>	<u>1,502.8</u>	<u>18,639.41</u>	<u>18.52</u>	<u>461,571.12</u>	<u>1,502</u>	<u>18,639.41</u>	<u>18.52</u>
Gross Profit	<u>(430,857.72)</u>	<u>(1,402.8)</u>	<u>82,008.38</u>	<u>81.48</u>	<u>(430,857.72)</u>	<u>(1,40)</u>	<u>82,008.38</u>	<u>81.48</u>
General & Administrative Exp.								
Dues/Subscriptions	90.85	0.30	0.00	0.00	90.85	0.30	0.00	0.00
Insurance - Medical	1,589.63	5.18	536.10	0.53	1,589.63	5.18	536.10	0.53
Payroll Taxes	324.10	1.06	351.73	0.35	324.10	1.06	351.73	0.35
Postage	196.00	0.64	98.00	0.10	196.00	0.64	98.00	0.10
Rent Expense	0.00	0.00	92.00	0.09	0.00	0.00	92.00	0.09
Salaries - Manager	3,833.34	12.48	3,833.34	3.81	3,833.34	12.48	3,833.34	3.81
Salaries - Other	192.00	0.63	288.00	0.29	192.00	0.63	288.00	0.29
Supplies	208.07	0.68	0.00	0.00	208.07	0.68	0.00	0.00
Telephone	295.31	0.96	283.98	0.28	295.31	0.96	283.98	0.28
Legal & Accounting	450.00	1.47	500.00	0.50	450.00	1.47	500.00	0.50
Total G & A Expenses	<u>7,179.30</u>	<u>23.38</u>	<u>5,983.15</u>	<u>5.94</u>	<u>7,179.30</u>	<u>23.38</u>	<u>5,983.15</u>	<u>5.94</u>
Revenues from Operations	<u>(438,037.02)</u>	<u>(1,426.2)</u>	<u>76,025.23</u>	<u>75.54</u>	<u>(438,037.02)</u>	<u>(1,42)</u>	<u>76,025.23</u>	<u>75.54</u>
Other Revenue (Expenses)								
Interest Income	182.31	0.59	173.49	0.17	182.31	0.59	173.49	0.17
Total Other Revenue (Exp.)	<u>182.31</u>	<u>0.59</u>	<u>173.49</u>	<u>0.17</u>	<u>182.31</u>	<u>0.59</u>	<u>173.49</u>	<u>0.17</u>
Net Earnings	<u>\$ (437,854.71)</u>	<u>(1,425.6)</u>	<u>\$ 76,198.72</u>	<u>75.71</u>	<u>\$ (437,854.71)</u>	<u>(1,42)</u>	<u>\$ 76,198.72</u>	<u>75.71</u>

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 1 Month Ended January 31, 2016 and 2015

<u>1 Month Ended</u> <u>January 31, 2016</u>	<u>%</u>	<u>1 Month Ended</u> <u>January 31, 2015</u>	<u>%</u>	<u>1 Month Ended</u> <u>January 31, 2016</u>	<u>%</u>	<u>1 Month Ended</u> <u>January 31, 2015</u>	<u>%</u>
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See accountants' compilation report.

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	1020	Cash - Centennial Bank	954,280.50		
01/31/16	1	Cash Disbursements		(465,098.79)	
01/31/16	2t	see general journal		17,645.00	
01/31/16	2t	see general journal		858.78	
01/31/16	2t	see general journal		631.72	
01/31/16	2t	see general journal		350.00	
01/31/16	2t	see general journal		500.00	
01/31/16	2t	see general journal		200.00	
01/31/16	2t	see general journal		300.00	
01/31/16	2t	see general journal		2,105.80	
01/31/16	2t	see general journal		5,589.90	
01/31/16	2t	see general journal		181.89	
01/31/16	2t	see general journal		(1,050.21)	
01/31/16	2t	see general journal		2,532.20	
01/31/16	P89	Payroll Journal Entry		(2,895.50)	
				<u>(438,149.21)</u>	<u>516,131.29</u>
	1034	Cash-Centennial Bank-Project Acct	171.06		
01/31/16	2t	see general journal		0.42	
01/31/16	2t1	grant disbursements		(435,464.17)	
01/14/16	10239 V	Jonesboro Airport Commission Project STATE GRANT 50%		435,464.17	
				<u>0.42</u>	<u>171.48</u>
	2530	Rice Growers Stock	928.25		
				<u>0.00</u>	<u>928.25</u>
	3040	Fica Taxes Payable	(704.21)		
01/31/16	2t	see general journal		704.21	
01/31/16	P89	Payroll Journal Entry		(579.97)	
				<u>124.24</u>	<u>(579.97)</u>
	3050	FWH Taxes Payable	(346.00)		
01/31/16	2t	see general journal		346.00	
01/31/16	P89	Payroll Journal Entry		(346.00)	
				<u>0.00</u>	<u>(346.00)</u>
	3060	SWH Taxes Payable	(200.32)		
01/08/16	10238 V	Department of Workforce Services		200.33	
01/08/16	10246 V	Dept. of Finance & Administration		200.33	
01/31/16	P89	Payroll Journal Entry		(200.33)	
				<u>200.33</u>	<u>0.01</u>
	3080	State Unemployment Payable	(3.63)		
01/21/16	10260 V	Department of Workforce Services 4TH QUARTER		3.63	
01/31/16	P89	Payroll Journal Entry		(34.12)	
				<u>(30.49)</u>	<u>(34.12)</u>
	5030	Beg Retained Earnings	(954,125.65)		
				<u>0.00</u>	<u>(954,125.65)</u>
	6002	Grant Revenue-Federal & State	0.00		
01/31/16	2t	see general journal		(2,532.20)	

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
		6002 Grant Revenue-Federal & State (cont.)		<u>(2,532.20)</u>	<u>(2,532.20)</u>
01/31/16	2t	6010 Hanger Revenue - FBO see general journal	0.00	<u>(17,645.00)</u>	<u>(17,645.00)</u>
01/31/16	2t	6011 Revenue-Sharp Aviation see general journal	0.00	<u>(2,105.80)</u>	<u>(2,105.80)</u>
01/31/16	2t	6015 Fuel Flowage see general journal	0.00	<u>(5,589.90)</u>	<u>(5,589.90)</u>
01/31/16	2t	6016 HANGER-FOWLER FOODS see general journal	0.00	<u>(858.78)</u>	<u>(858.78)</u>
01/31/16	2t	6017 HANGER-LANDRY see general journal	0.00	<u>(631.72)</u>	<u>(631.72)</u>
01/31/16	2t	6020 Auto Rental Agency & Land Lease see general journal	0.00	<u>(300.00)</u>	<u>(300.00)</u>
01/31/16	2t	6021 HANGER-HYTROL see general journal	0.00	<u>(350.00)</u>	<u>(350.00)</u>
01/31/16	2t	6022 HANGER-GOLDEN EYE see general journal	0.00	<u>(500.00)</u>	<u>(500.00)</u>
01/31/16	2t	6060 Other Income see general journal	0.00	<u>(200.00)</u>	<u>(200.00)</u>
01/31/16	2t1	7005 Grant Project Expenditures grant disbursements	0.00	<u>435,464.17</u>	<u>435,464.17</u>
01/19/16	10242 V	7030 Hanger Expense-FBO BAY ELECTRIC, INC.	0.00	675.38	
01/19/16	10247 V	Dixie Contractors Inc.		8,200.00	
01/19/16	10247 V	Dixie Contractors Inc.		178.92	
01/19/16	10251 V	Northeast Arkansas Termite & Pest 2016		<u>395.27</u>	
				<u>9,449.57</u>	<u>9,449.57</u>

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
		7040 Terminal Building Expense-	0.00		
01/19/16	10250 V	Greg Moore		650.00	
01/19/16	10251 V	Northeast Arkansas Termite & Pest 2016		395.27	
01/19/16	10255 V	Pope Lawn Care 22932		13,724.99	
01/19/16	10257 V	Suddenlink		103.20	
				<u>14,873.46</u>	<u>14,873.46</u>
		7041 Terminal Building Expense	0.00		
01/19/16	10245 V	City Water & Light		219.78	
01/19/16	10251 V	Northeast Arkansas Termite & Pest 2016		395.27	
				<u>615.05</u>	<u>615.05</u>
		7051 Fire Rescue Building Expense	0.00		
01/19/16	10251 V	Northeast Arkansas Termite & Pest 2016		395.27	
01/19/16	10256 V	Suddenlink		79.95	
				<u>475.22</u>	<u>475.22</u>
		7052 Sharp Aviation Expense	0.00		
01/19/16	10247 V	Dixie Contractors Inc.		103.08	
01/19/16	10251 V	Northeast Arkansas Termite & Pest 2016		395.27	
				<u>498.35</u>	<u>498.35</u>
		7060 Beacon & Field Lights	0.00		
01/19/16	10242 V	BAY ELECTRIC, INC.		195.30	
				<u>195.30</u>	<u>195.30</u>
		8090 Dues/Subscriptions	0.00		
01/19/16	10254 V	PAYPAL SMART CONNECT 920031443		90.85	
				<u>90.85</u>	<u>90.85</u>
		8110 Insurance - Medical	0.00		
01/01/16	10236 V	Arkansas Blue Cross Blue Shield 10893048		854.51	
01/19/16	10244 V	City of Jonesboro DENTAL3		1,028.64	
01/31/16	P89	Payroll Journal Entry		(293.52)	
				<u>1,589.63</u>	<u>1,589.63</u>
		8160 Payroll Taxes	0.00		
01/31/16	P89	Payroll Journal Entry		324.10	
				<u>324.10</u>	<u>324.10</u>
		8170 Postage	0.00		
01/19/16	10258 V	U. S. Postal Service		98.00	
01/19/16	10259 V	U. S. Postal Service 2STAMPS		98.00	
				<u>196.00</u>	<u>196.00</u>
		8200 Salaries - Manager	0.00		
01/31/16	P89	Payroll Journal Entry		3,833.34	
				<u>3,833.34</u>	<u>3,833.34</u>
		8210 Salaries - Other	0.00		

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
8210 Salaries - Other (cont.)					
01/31/16	P89	Payroll Journal Entry		192.00	
				<u>192.00</u>	<u>192.00</u>
8220 Supplies					
			0.00		
01/19/16	10248 V	FEDEX OFFICE		69.22	
01/19/16	10252 V	Office Depot Credit		138.85	
				<u>208.07</u>	<u>208.07</u>
8240 Telephone					
			0.00		
01/19/16	10240 V	AT & T 9358669		157.81	
01/19/16	10241 V	AT&T MOBILITY 8707614149		137.50	
				<u>295.31</u>	<u>295.31</u>
8280 Legal & Accounting					
			0.00		
01/19/16	10243 V	Cahoon & Smith Law Office		250.00	
01/19/16	10253 V	Orr, Lamb & Fegtly 6602		200.00	
				<u>450.00</u>	<u>450.00</u>
9010 Interest Income					
			0.00		
01/31/16	2t	see general journal		(182.31)	
				<u>(182.31)</u>	<u>(182.31)</u>
Current Profit/(Loss)		<u>(437,854.71)</u>	YTD Profit/(Loss)		<u>(437,854.71)</u>
Number of Transactions		68	The General Ledger is in balance		<u>0.00</u>

**Jonesboro Airport Commission
Transaction Listing**

Date	Reference	T	Account	Description	Amount	Reference Total
01/31/16	1		1020	Cash Disbursements	(465,098.79)	(465,098.79)
01/31/16	2t		1020	see general journal	17,645.00	
01/31/16	2t		1020	see general journal	858.78	
01/31/16	2t		1020	see general journal	631.72	
01/31/16	2t		1020	see general journal	350.00	
01/31/16	2t		1020	see general journal	500.00	
01/31/16	2t		1020	see general journal	200.00	
01/31/16	2t		1020	see general journal	300.00	
01/31/16	2t		1020	see general journal	2,105.80	
01/31/16	2t		1020	see general journal	5,589.90	
01/31/16	2t		1020	see general journal	181.89	
01/31/16	2t		1020	see general journal	(1,050.21)	
01/31/16	2t		1020	see general journal	2,532.20	
01/31/16	2t		1034	see general journal	0.42	
01/31/16	2t		3040	see general journal	704.21	
01/31/16	2t		3050	see general journal	346.00	
01/31/16	2t		6002	see general journal	(2,532.20)	
01/31/16	2t		6010	see general journal	(17,645.00)	
01/31/16	2t		6011	see general journal	(2,105.80)	
01/31/16	2t		6015	see general journal	(5,589.90)	
01/31/16	2t		6016	see general journal	(858.78)	
01/31/16	2t		6017	see general journal	(631.72)	
01/31/16	2t		6020	see general journal	(300.00)	
01/31/16	2t		6021	see general journal	(350.00)	
01/31/16	2t		6022	see general journal	(500.00)	
01/31/16	2t		6060	see general journal	(200.00)	
01/31/16	2t		9010	see general journal	(182.31)	
01/31/16	2t1		1034	grant disbursements	(435,464.17)	
01/31/16	2t1		7005	grant disbursements	435,464.17	
01/01/16	10236	V	8110	Arkansas Blue Cross Blue Shield 10893048	854.51	854.51
01/08/16	10238	V	3060	Department of Workforce Services	200.33	200.33
01/14/16	10239	V	1034	Jonesboro Airport Commission Project STATE GRANT 50%	435,464.17	435,464.17
01/19/16	10240	V	8240	AT & T 9358669	157.81	157.81
01/19/16	10241	V	8240	AT&T MOBILITY 8707614149	137.50	137.50
01/19/16	10242	V	7030	BAY ELECTRIC, INC.	675.38	
01/19/16	10242	V	7060	BAY ELECTRIC, INC.	195.30	870.68
01/19/16	10243	V	8280	Cahoon & Smith Law Office	250.00	250.00
01/19/16	10244	V	8110	City of Jonesboro DENTAL3	1,028.64	1,028.64
01/19/16	10245	V	7041	City Water & Light	219.78	219.78
01/08/16	10246	V	3060	Dept. of Finance & Administration	200.33	200.33
01/19/16	10247	V	7030	Dixie Contractors Inc.	8,200.00	
01/19/16	10247	V	7030	Dixie Contractors Inc.	178.92	
01/19/16	10247	V	7052	Dixie Contractors Inc.	103.08	8,482.00
01/19/16	10248	V	8220	FEDEX OFFICE	69.22	69.22
01/19/16	10250	V	7040	Greg Moore	650.00	650.00
01/19/16	10251	V	7030	Northeast Arkansas Termite & Pest 2016	395.27	
01/19/16	10251	V	7040	Northeast Arkansas Termite & Pest 2016	395.27	
01/19/16	10251	V	7041	Northeast Arkansas Termite & Pest 2016	395.27	
01/19/16	10251	V	7051	Northeast Arkansas Termite & Pest 2016	395.27	
01/19/16	10251	V	7052	Northeast Arkansas Termite & Pest 2016	395.27	1,976.35
01/19/16	10252	V	8220	Office Depot Credit	138.85	138.85
01/19/16	10253	V	8280	Orr, Lamb & Fegtly 6602	200.00	200.00
01/19/16	10254	V	8090	PAYPAL SMART CONNECT 920031443	90.85	90.85
01/19/16	10255	V	7040	Pope Lawn Care 22932	13,724.99	13,724.99
01/19/16	10256	V	7051	Suddenlink	79.95	79.95
01/19/16	10257	V	7040	Suddenlink	103.20	103.20
01/19/16	10258	V	8170	U. S. Postal Service	98.00	98.00

**Jonesboro Airport Commission
Transaction Listing**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
01/19/16	10259	V	8170	U. S. Postal Service 2STAMPS	98.00	98.00
01/21/16	10260	V	3080	Department of Workforce Services 4TH QUARTER	3.63	3.63
01/31/16	13116		Payroll	JACKSON, GEORGE K	2,718.53	
01/31/16	13117		Payroll	Gibson, Lanny	176.97	
01/31/16	P89		1020	Payroll Journal Entry	(2,895.50)	
01/31/16	P89		3040	Payroll Journal Entry	(579.97)	
01/31/16	P89		3050	Payroll Journal Entry	(346.00)	
01/31/16	P89		3060	Payroll Journal Entry	(200.33)	
01/31/16	P89		3080	Payroll Journal Entry	(34.12)	
01/31/16	P89		8110	Payroll Journal Entry	(293.52)	
01/31/16	P89		8160	Payroll Journal Entry	324.10	
01/31/16	P89		8200	Payroll Journal Entry	3,833.34	
01/31/16	P89		8210	Payroll Journal Entry	192.00	
					Transaction Balance	<u>0.00</u>

Total Debits	<u>936,858.32</u>	Total Credits	<u>936,858.32</u>	A/C Hash Total	<u>349549.000</u>
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Number of Transactions 70

**Jonesboro Airport Commission
Trial Balance**

Account	T	Account Description	1 Month Ended Jan 31, 2016	1 Month Ended Jan 31, 2016
1020	A	Cash - Centennial Bank	(438,149.21)	516,131.29
1034	A	Cash-Centennial Bank-Project Acct	0.42	171.48
2530	A	Rice Growers Stock	0.00	928.25
3040	L	Fica Taxes Payable	124.24	(579.97)
3050	L	FWH Taxes Payable	0.00	(346.00)
3060	L	SWH Taxes Payable	200.33	0.01
3080	L	State Unemployment Payable	(30.49)	(34.12)
5030	L	Beg Retained Earnings	0.00	(954,125.65)
6002	R	Grant Revenue-Federal & State	(2,532.20)	(2,532.20)
6010	R	Hanger Revenue - FBO	(17,645.00)	(17,645.00)
6011	R	Revenue-Sharp Aviation	(2,105.80)	(2,105.80)
6015	R	Fuel Flowage	(5,589.90)	(5,589.90)
6016	R	HANGER-FOWLER FOODS	(858.78)	(858.78)
6017	R	HANGER-LANDRY	(631.72)	(631.72)
6020	R	Auto Rental Agency & Land Lease	(300.00)	(300.00)
6021	R	HANGER-HYTROL	(350.00)	(350.00)
6022	R	HANGER-GOLDEN EYE	(500.00)	(500.00)
6060	R	Other Income	(200.00)	(200.00)
7005	E	Grant Project Expenditures	435,464.17	435,464.17
7030	E	Hanger Expense-FBO	9,449.57	9,449.57
7040	E	Terminal Building Expense-	14,873.46	14,873.46
7041	E	Terminal Building Expense	615.05	615.05
7051	E	Fire Rescue Building Expense	475.22	475.22
7052	E	Sharp Aviation Expense	498.35	498.35
7060	E	Beacon & Field Lights	195.30	195.30
8090	E	Dues/Subscriptions	90.85	90.85
8110	E	Insurance - Medical	1,589.63	1,589.63
8160	E	Payroll Taxes	324.10	324.10
8170	E	Postage	196.00	196.00
8200	E	Salaries - Manager	3,833.34	3,833.34
8210	E	Salaries - Other	192.00	192.00
8220	E	Supplies	208.07	208.07
8240	E	Telephone	295.31	295.31
8280	E	Legal & Accounting	450.00	450.00
9010	R	Interest Income	(182.31)	(182.31)
		Total	<u>0.00</u>	<u>0.00</u>
		Period Profit/(Loss)	<u>(437,854.71)</u>	<u>(437,854.71)</u>

**Jonesboro Airport Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
15 - Lanny Gibson Check #13117 01/31/16						
Gross Pay #5	0.0000	192.00	FICA-SS W/H	11.92		
			FICA-Med W/H	2.78		
			Federal W/H	0.00		
			State W/H	0.33		
TOTALS	<u>0.0000</u>	<u>192.00</u>		<u>15.03</u>		<u>0.00</u>
Number of Periods: 1					NET PAY:	176.97
Company Expenses:		FICA-SS: 11.91	FICA-Med: 2.78	FUTA: 0.00		
		AR SUTA: 1.73				
16 - GEORGE K. JACKSON Check #13116 01/31/16						
Gross Pay #5	0.0000	3,833.34	FICA-SS W/H	223.11	Ins 125	234.72
			FICA-Med W/H	52.18	Insurance	58.80
			Federal W/H	346.00		
			State W/H	200.00		
TOTALS	<u>0.0000</u>	<u>3,833.34</u>		<u>821.29</u>		<u>293.52</u>
Number of Periods: 1					NET PAY:	2,718.53
Company Expenses:		FICA-SS: 223.11	FICA-Med: 52.18	FUTA: 0.00		
		AR SUTA: 32.39				

**Jonesboro Airport Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals	Number of Checks: 2					
Gross Pay #5	0.0000	4,025.34	FICA-SS W/H	235.03	Ins 125	234.72
			FICA-Med W/H	54.96	Insurance	58.80
			Federal W/H	346.00		
			State W/H	200.33		
TOTALS	<u>0.0000</u>	<u>4,025.34</u>		<u>836.32</u>		<u>293.52</u>
					NET PAY:	2,895.50

Company Expenses: FICA-SS: 235.02 FICA-Med: 54.96 FUTA: 0.00
AR SUTA: 34.12