



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, May 17, 2016

5:30 PM

Municipal Center

PUBLIC SAFETY COMMITTEE MEETING AT 5:00 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-16:030](#) APERMA Attorney Burt Newell address council regarding Tyrer case.

Sponsors: Mayor's Office and City Attorney'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-16:053](#) Minutes for the City Council meeting on May 3, 2016

Attachments: [Minutes](#)

[RES-16:036](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH ABILITIES UNLIMITED OF JONESBORO, INC. TO PERFORM RECYCLING SERVICES FOR THE RESIDENTS OF THE CITY

Sponsors: Mayor's Office

Attachments: [Abilities Unlimited Recycling Contract](#)

[Recycling points](#)

Legislative History

4/5/16	Public Works Council Committee	Postponed Temporarily
5/3/16	Public Works Council Committee	Recommended to Council

[RES-16:052](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALL SCAPES IRRIGATION &

LAWNCARE, LLC FOR THE BELT STREET SIDEWALK (BID NO. 2016:21)

Sponsors: Engineering and Grants

Attachments: [Bid Tab](#)
[Contract Documents 2016 21](#)

Legislative History

5/3/16 Public Works Council Recommended to Council
Committee

RES-16:054 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

Sponsors: Finance

Attachments: FinanceDept@jonesboro.org [20160429_150245](#)

Legislative History

5/11/16 Finance & Administration Recommended to Council
Council Committee

RES-16:055 A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE THORN STREET SIDEWALKS PROJECT.

Sponsors: Grants

Legislative History

5/11/16 Finance & Administration Recommended to Council
Council Committee

RES-16:056 A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE RAINS STREET PEDESTRIAN ROUTE.

Sponsors: Grants

Legislative History

5/11/16 Finance & Administration Recommended to Council
Council Committee

RES-16:057 A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL TRAILS PROGRAM FOR CRAIGHEAD FOREST PARK TRAIL PHASE 3 PROJECT.

Sponsors: Grants

Legislative History

5/11/16 Finance & Administration Recommended to Council
Council Committee

RES-16:059 A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL MOTORIZED TRAILS PROGRAM FOR THE ATV PARK TRAIL

PROJECT

Sponsors: Grants and Parks & Recreation

Attachments: [RMTP - ATV Park Trail Map](#)

Legislative History

5/11/16 Finance & Administration Recommended to Council
Council Committee

RES-16:060

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE 2016 GENERAL IMPROVEMENT FUNDS (GIF) FOR THE MIRACLE LEAGUE PARK THROUGH EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT (EAPPD)

Sponsors: Grants

Attachments: [Miracle League GIF 05202016](#)

Legislative History

5/11/16 Finance & Administration Recommended to Council
Council Committee

RES-16:061

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR 2016 ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGY DEPLOYMENT INITIATIVE (ATCMTD) GRANT IN REQUESTING FUNDS FOR THE JONESBORO URBANIZED AREA INTELLIGENT TECHNOLOGY TRAFFIC SYSTEM PROJECT

Sponsors: Grants and Engineering

Legislative History

5/11/16 Finance & Administration Recommended to Council
Council Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-16:026

AN ORDINANCE AMENDING THE 2015 BUDGET ORDINANCE FOR THE CITY OF JONESBORO

Sponsors: Finance

EMERGENCY CLAUSE

Legislative History

5/11/16 Finance & Administration Recommended to Council
Council Committee

ORD-16:027

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-4 LUO FOR PROPERTY LOCATED AT 1400-1410 EAST HIGHLAND AS REQUESTED BY ROUNDTABLE HOLDINGS, LLC

Attachments: [Plat](#)

[Planning Dept. Staff Report](#)

ORD-16:028

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 1822 OLD GREENSBORO ROAD AS REQUESTED BY TERRY TROTTER

Attachments: [Plat](#)
[Planning Dept. Staff Report](#)

RESOLUTIONS TO BE INTRODUCED

RES-16:063 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED, ERRONEOUS EASEMENT IN LOT 9 OF WINDOVER GARDENS AS REQUESTED BY GUY PATTESON

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

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-16:024 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO PURCHASE SOLE SOURCE FROM CONSOLIDATED TRAFFIC CONTROLS, INC.

Sponsors: Grants and Engineering
Attachments: [Invoice and Sole Source Justification](#)
[GIF- Opticoms Grant Agreement](#)

Legislative History

4/26/16	Finance & Administration Council Committee	Recommended to Council
5/3/16	City Council	Waived Second Reading

ORD-16:025 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 5915 EAST JOHNSON AS REQUESTED BY SUKUP MANUFACTURING COMPANY

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

Legislative History

5/3/16	City Council	Waived Second Reading
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8. MAYOR'S REPORTS

COM-16:033 Financial statements for the Airport Commission for April 30, 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



Legislation Details (With Text)

File #: COM-16:030 **Version:** 1 **Name:** APERMA Attorney Burt Newell to discuss Tyrer case
Type: Other Communications **Status:** To Be Introduced
File created: 4/27/2016 **In control:** City Council
On agenda: 5/17/2016 **Final action:**
Title: APERMA Attorney Burt Newell address council regarding Tyrer case.
Sponsors: Mayor's Office, City Attorney's Office
Indexes: Other
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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APERMA Attorney Burt Newell address council regarding Tyrer case.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-16:053 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 5/4/2016 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on May 3, 2016
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on May 3, 2016



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, May 3, 2016

5:30 PM

Municipal Center

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

SPECIAL CALLED PUBLIC SERVICES COMMITTEE MEETING AT 5:20 P.M.

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Boy Scout Troop 134 led the Pledge of Allegiance. Pastor Adrian Rodgers gave the invocation.

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

4. SPECIAL PRESENTATIONS

COM-16:025

Motorcycle Awareness Month proclamation presented by Mayor Perrin

Sponsors: Mayor's Office

Mayor Perrin proclaimed May, 2016, as "Motorcycle Awareness Month."

This item was Read.

COM-16:029

Proclamation presented by Mayor Perrin to the Downtown Jonesboro Association

Sponsors: Mayor's Office

Mayor Perrin presented the proclamation to Hailey Knight, director of the Downtown Jonesboro Association (DJA). He commended the association for their work to re-vitalize the downtown area. He declared May 3, 2016, as a day to honor the DJA. Ms. Knight thanked the board of directors and their volunteers, as well as the City Council and Mayor for their support.

This item was Read.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman Mitch Johnson, to Approve the Consent Agenda. The motioned PASSED

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

MIN-16:043

Minutes for the City Council meeting on April 19, 2016

Attachments: [Minutes](#)

This item was APPROVED on the consent agenda.

RES-16:046

RESOLUTION TO MAKE REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR PERRIN

Sponsors: Mayor's Office

This item was APPROVED on the consent agenda.

Enactment No: R-EN-045-2016

RES-16:048

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

Sponsors: Finance

This item was APPROVED on the consent agenda.

Enactment No: R-EN-046-2016

6. NEW BUSINESS*ORDINANCES ON FIRST READING***ORD-16:020**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF A CAR CAMERA SYSTEM SERVER FOR THE POLICE DEPARTMENT AND TO DECLARE AN EMERGENCY

Sponsors: Police Department

Attachments: [TCS Ware Quote](#)

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

Councilman Street motioned, seconded by Councilman Johnson, 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: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: O-EN-019-2016

ORD-16:024

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO PURCHASE SOLE SOURCE FROM CONSOLIDATED TRAFFIC CONTROLS, INC.

Sponsors: Grants and Engineering

Attachments: [Invoice and Sole Source Justification](#)
[GIF- Opticoms Grant Agreement](#)

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

Councilman Street asked if this was an urgent purchase. Mayor Perrin answered no. He explained this is for the opticoms for the traffic intersections that help stop traffic for emergency vehicles. He noted all of the money is being given to the city through state representatives. They have combined GIF funding to do the opticoms as well as purchasing new equipment at the Miracle League Field.

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

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

ORD-16:025

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 5915 EAST JOHNSON AS REQUESTED BY SUKUP MANUFACTURING COMPANY

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

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

Councilman Street noted the vote from the MAPC was unanimous and there was no opposition. City Planner Otis Spriggs agreed.

A motion was made by Councilman John Street, seconded by Councilman Chris Moore, that this matter be Waived Second Reading . The motion PASSED with the following vote.

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-16:022 AN ORDINANCE ADOPTING BY REFERENCE THE MASTER WATERSHED PLAN PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS FOR THE BIG CREEK DRAINAGE BASIN

Sponsors: Engineering

Attachments: [Executive Summary](#)

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

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: O-EN-020-2016

ORD-16:023 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 ON HWY. 1 AND LAWSON ROAD AS REQUESTED BY WES THORNTON

Attachments: [Plat of Survey](#)

[MAPC Report](#)

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

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: O-EN-021-2016

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

Building permits sold in April totaled \$21,177,481. 68% of that is for commercial, with the remaining 32% being residential.

Last month the city striped 2.72 miles of roadway.

The monthly financial reports have been sent out to the Council members. The City had a good month, particularly with sales tax which increased over the prior month.

A recent City & Town Magazine released by the Arkansas Municipal League featured a story on Councilman Dr. Charles Coleman and Jonesboro's Success School.

Two Saturday's ago the West End had a neighborhood cleanup. They collected 14.17 tons, as well as over 100 tires in that area.

On May 19th, the Arkansas World Trade Center will be visiting Jonesboro and touring several facilities. They will be working with companies who would like to start exporting, but don't know how. They will be looking particularly at lines of credit.

There will also be a reception that evening.

The drug take back was held at the Police Department last Saturday. Over 500 pounds of drugs were taken to the PD.

In May an event will be held at the Turtle Creek Mall to fingerprint children. E-911 Jeff Presley has been asked to serve on that board of directors. The children are also given information about not talking to strangers, etc.

Scenic Hills Cleanup will be by May 7th from 9 a.m. to 1 p.m.

He thanked the Sanitation Department for their work in the cleanups around the city.

COM-16:027

Airport Commission financial statement for March 31, 2016

Sponsors: Municipal Airport Commission

Attachments: [Financial statement](#)

This item was Filed.

9. CITY COUNCIL REPORTS

Councilman Street motioned, seconded by Councilman Dover, to suspend the rules and place RES-16:058 and RES-16:049 on the agenda. All voted aye.

RES-16:049

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH LAKESIDE CONTRACTORS, LLC FOR THE RACE STREET DRAINAGE IMPROVEMENTS - PHASE III - (2016:20)

Sponsors: Engineering

Attachments: [Bid Tab](#)
[Contract Documents - 2016 20](#)

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

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Enactment No: R-EN-047-2016

Councilman Johnson reminded the Public Safety Committee of the special meeting on May 5th at 6:00 p.m. in Council Chambers.

Councilman Woods thanked the Mayor and city staff for a recent meeting with the Youth Development Commission. Mayor Perrin explained they received a call from Chris Massengill, the co-chair of the Delta Regional Authority, as well as a call from an office in the White House that will help with the summer program. They are looking for people ages 16-24 who would like to work from June 1 to August 15. They are

looking into paying the youths a salary during the program. The program will help teach people work skills.

Councilman Gibson announced the Public Services Committee met earlier tonight and decided they will be quarterly. They will be meeting every three months on the third Tuesday at 4:00 p.m.

Councilman Moore reminded everyone that early voting started today. He encouraged everyone to get out and vote.

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

Enactment No: R-EN-048-2016

10. PUBLIC COMMENTS

Phillip Cook, 5216 Richardson Drive, came to the podium to speak. Councilman Frierson expressed concern about Mr. Cook being a candidate in the current alderman race and being allowed to speak during public comments now that he's a candidate for a Council position. He questioned whether there may be some ethical concerns with regards to Mr. Cook speaking tonight. Councilman Burton stated all of the aldermen candidates have the chance to show up and speak tonight. City Attorney Carol Duncan agreed, noting that several candidates are present tonight and can speak if they want. Councilman Johnson stated he thinks Mr. Cook is speaking as a public citizen and isn't endorsing himself for a council seat.

Mr. Cook referred to a recent happening in which several police officers protested their pay by parking their police vehicles at city hall. He stated he thinks it's unfair that two supervisors were suspended. Mr. Cook explained the officers have tried to get the attention of the council because of their financial concerns. He added he wouldn't want to live in Jonesboro without the police department we have or the fire and sanitation departments we have. He further stated he thinks the city is in trouble unless it starts paying the employees what they're worth. Mr. Cook explained in 2014 several raises were given out ranging from \$13,000 to \$2,000 and it didn't take long to get those done. He stated the officers just want the opportunity to do what they're doing and make a living without having to work extra jobs.

Roger Watkins stated there are homeless people that need help. He read some statistics concerning assistance programs. He then described some negatives instances with tenants, noting they were complaint driven.

Heather Talley, 805 W. Jefferson, expressed concern about the Police Department. She noted it's great to have expansions and growth. But, she questioned how those facilities are to be kept secure if the city doesn't have the officers to do it. The PD is down 16 officers. She explained officers can't be retained if they're not treated with respect and paid according to their abilities and the sacrifices they make. She announced there will be a law enforcement appreciation picnic on May 21st from 12 p.m. to 4 p.m. in the public parking lot next to Abilities Unlimited on Union Street. She encouraged everyone to attend and bring people with them. She thanked the Jonesboro officers and support staff for their service.

Police Chief Elliott stated he supports the men and women of the Jonesboro Police Department. He added he supports the city and hopes that someday they can get the salaries to where they need to be. He explained there is a salary survey committee in place and he tasked them with looking into this issue. He knows it's not a swift

process, but there are areas in the salaries that need to be addressed, including possibly step raises. He added as they move forward it needs to be in unity and not at each other or against each other.

11. ADJOURNMENT

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

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #: RES-16:036 **Version:** 1 **Name:** Amended agreement with Abilities Unlimited for recycling services
Type: Resolution **Status:** Recommended to Council
File created: 3/18/2016 **In control:** Public Works Council Committee
On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH ABILITIES UNLIMITED OF JONESBORO, INC. TO PERFORM RECYCLING SERVICES FOR THE RESIDENTS OF THE CITY

Sponsors: Mayor's Office
Indexes: Contract
Code sections:
Attachments: [Abilities Unlimited Recycling Contract](#)
[Recycling points](#)

Date	Ver.	Action By	Action	Result
5/3/2016	1	Public Works Council Committee		
4/5/2016	1	Public Works Council Committee	Postponed Temporarily	Pass

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH ABILITIES UNLIMITED OF JONESBORO, INC. TO PERFORM RECYCLING SERVICES FOR THE RESIDENTS OF THE CITY WHEREAS, the City of Jonesboro, Arkansas and Abilities Unlimited of Jonesboro, Inc. desire to enter into an amended agreement regarding private residence recycling services in the City of Jonesboro; and

WHEREAS, said agreement is attached hereto and the terms set out therein;

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

Section 1: The City of Jonesboro approves the Amended Agreement with Abilities Unlimited of Jonesboro, Inc. to perform recycling services for private residences in the City of Jonesboro. That the term of the Amended Agreement shall expire June 30, 2018. All other details of the agreement, including the scope of services to be provided, are set out in the attachment

Section 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.

AGREEMENT FOR JONESBORO RECYCLING SERVICES

TERMS AND CONDITIONS: In consideration of the fees to be paid herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Jonesboro (“City”), a Municipal Corporation, does hereby contract and agree with Abilities Unlimited of Jonesboro, Inc. (“Contractor”) to perform the work referred to in the bid specifications attached and known as the Recycling Project, both parties hereto do agree to bound by the covenants and provisions set forth herein, and do contract:

1. **CONTRACT** – This contract shall become effective upon acceptance by the City Council. The Mayor shall notify the Contractor of acceptance by the City and, upon receipt of required insurance certificates and any other such documentation as may be required of the Contractor, shall issue to the Contractor a written **NOTICE TO PROCEED** and an executed copy of the City’s contract. Work shall not commence until the **NOTICE TO PROCEED** is issued.

2. **CONTRACT PERIOD** – This contract shall commence on or about May 1, 2016 and expire June 30, 2018.

3. **RENEWAL OF CONTRACT** – By agreement of the parties hereto, this contract may be renewed in two (2) year increments upon such terms and provisions as may be agreed upon by the parties. Not less than thirty (30) days prior to the end of a contract period, either party may serve the other with written notice of any proposed amendments to the contract. In the absence of such notice, the contract shall be automatically renewed for a two (2) year period under the terms and conditions in force and effect at the renewal date.

4. **POST CONTRACT PERFORMANCE** – Should this contract not be renewed at the end of any contract period, Contractor agrees to continue performance of the terms and provisions of the contract last in effect on a month to month basis for a period not to exceed six (6) months unless otherwise specified by the City.

5. **INTENT AND SCOPE** – Contractor shall provide recycling collection service as defined by the following specifications to the residential areas within the City of Jonesboro and sorting and sale of recycled items. Services are not intended to be provided to commercial establishments, or industrial facilities. Multifamily dwelling have designated pickup points.

6. **SERVICE DESCRIBED** – The recycle pickup service is intended to be provided to all eligible residents by means of a curbside pickup. Recycling shall be provided to residents on a weekly basis as set by the City of Jonesboro. At times, a citizen may make a special request and the Contractor will take this into consideration when/where possible. The Contractor shall not commence work prior to 7 a.m. on any pickup day. The Contractor shall perform services described herein in its entirety on

the scheduled day of pickup. Should a holiday or inclement weather fall on a day of scheduled pickup, pickup shall be the next following business day, or as directed by the Sanitation Department.

Any persons qualified to have rear door service with the Sanitation Department shall receive the same service from the Contractor. The Sanitation Department will provide a list of these residences to the Contractor and will keep said list updated as necessary.

7. WORK TO BE PERFORMED – On a weekly basis, the Contractor shall pickup, transport and “sort/sell” at the Contractor’s facility. The recycling containers will be provided by either the City of Jonesboro or the Legacy Landfill. In addition, the Contractor shall work with the Sanitation Department to schedule regular pick up. Contractor must recycle all recyclables.

Items collected which are not recyclables, must be disposed of at the Legacy Landfill at Contractor’s expense if applicable. Items to be picked up for recycling are:

- a. Newspapers, magazines, catalogs, telephone books
- b. Cereal boxes, office paper, junk mail, cardboard boxes, brown paper bags
- c. Clear, brown and green glass
- d. Aluminum and tin cans
- e. Plastics
- f. Aseptic Packaging and gable top containers

The above mentioned tasks will be provided to residential properties only under this contract and said service shall be provided at no charge to the residents.

The City will provide a minimum amount of advertising along with publishing information on general recycling program rules, but makes no guarantee as to quantities to be collected.

Service under this contract is not intended for commercial, industrial and manufacturing enterprises, however this does not restrict Contractor from performing services for those entities separately and not subject to this contract.

The following items SHALL NOT be picked up under this contract:

- a. Household hazardous waste
- b. Commercial or industrial waste
- c. Pathogenic waste; medicines; poisons; etc.
- d. Construction waste; rocks; sand; concrete or rubble from building construction or major remodeling in large enough quantities to warrant a special removal arrangement. This would mean that a couple of boards, an old window, a door, etc. would be picked up.

8. QUANTITIES – The quantities of material to be picked up along the residential streets will vary considerably with the time of year. The City makes no guarantees or

representations as to the actual quantities of recyclables which shall be removed, sorted and sold under this agreement. The Contractor is obligated to pickup and recycle ALL eligible materials during the contract term at the contract price.

9. CHANGES IN SPECIFICATIONS – The City reserves the right to amend, alter or modify the contract specifications at any time during the life of the contract or any renewal upon thirty (30) days written notice to the Contractor. Any adjustments in compensation shall be agreed upon by both parties. In the event that the parties cannot agree as to the adjustment of compensation, the matter shall be referred to binding arbitration in accordance with the rules of the American Arbitration Association. No changes may be made to any of the bid specifications or other terms or provisions of this contract without the express prior written authorizations of the City.

10. COMPENSATION – In consideration for the performance of the work set forth in the bid specifications, the Contractor shall receive compensation in the amount of \$15,650.00 per month. Payment to the Contractor will be made by the City on a monthly basis within thirty (30) days following the completion of a thirty (30) day work period. The City reserves the right to refuse payment for work not performed or not performed according to the terms and provisions of this contract.

11. CONTACT PERSONS – The City Sanitation Department shall be the contact person on behalf of the City. The Contractor shall provide the Sanitation Department in writing the name, title, address and telephone number of two (2) representatives of the Contractor designated to act on behalf of the Contractor.

12. INSURANCE – The Contractor shall provide written documentation of insurance coverage with the following conditions:

a. Worker Compensation – Covering all persons engaged in work related to this contract, directly or indirectly, to the full statutory limits established by the Arkansas Workers Compensation Act and any other applicable statute or law. Vendor shall adhere to OSHA Safety Standards.

b. Comprehensive General Liability – General Aggregate (2,000,000.00) Personal Injury (\$1,000,000.00 per occurrence/aggregate), Property Damage (\$500,000.00 per occurrence/aggregate).

c. Automobile Liability – On all motor vehicles used in any way related to this project: Bodily Injury (\$1,000,000.00) and Property Damage (\$500,000.00). The City of Jonesboro, its agents, employees, representatives and volunteers shall be listed as named insured on all policies. The Contractor shall furnish certificates of insurance to the City before any work on this contract begins. All insurers shall be licensed and/or authorized to do business in the State of Arkansas. Each policy shall contain a thirty (30) day notification clause so that a policy may not be canceled, terminated or allowed to lapse without notice to the City of Jonesboro.

d. Environmental/Pollution Liability (\$1,000,000.00) All subcontractors shall provide insurance in the same manner as the Contractor and shall provide proof of same to the City. The above requirements shall not be interpreted to limit the liability of the Contractor for bodily injury or property damage suffered as the intent of the parties is that the Contractor be able to completely and fully indemnify the City for any bodily injury or property damage suffered as a result of the Contractor and/or his/her agents' negligence and/or intentional acts or omissions.

13. PERFORMANCE – Performance Bond shall be furnished to the City in the full amount of the contract for the purpose of insuring the complete and satisfactory performance of each and every condition of this contract and project. The bond shall be issued by a guaranty or surety company acceptable to the City. The bond shall be accompanied by a Power of Attorney granting the bonding authority the ability to sign such bonds on behalf of the guaranty or surety company. All costs and expenses associated with providing the bond shall be borne solely by the Contractor.

14. COMPLIANCE WITH LAWS – The Contractor does hereby agree to comply with all applicable Federal and State statutes, regulations and guidelines, County and City ordinances or regulations in any way related to or affecting this project or the work associated therewith.

15. PERMITS AND LICENSE – Any and all permits, licenses, certificates or fees required for the performance of the work associated with this contract shall be obtained by and paid for by the Contractor.

16. SUPERVISION – The Contractor shall personally supervise the work or designate a competent person to act on his/her behalf. The Contractor shall be solely responsible for the quality of the work performed. The Contractor agrees to perform the work in a good and competent manner and in conformance with industry standards.

17. SAFETY – The City will not have control over, or charge of and will not be responsible for work means, methods, techniques, sequences, or procedures or for safety precautions and programs under the contract. Since these are solely the Contractor's responsibility, the City's review of work performed, equipment used and/or materials used in performance of work under this contract shall not limit the Contractor's or subcontractor's liability and shall not constitute approval of safety precautions.

18. PROTECTION OF PROPERTY – The Contractor shall be solely responsible for protecting and preserving from damage, any and all property, public or private, in or around areas where work is performed.

19. DEFAULT – Should one or more of the following occur, the City at its sole option, may declare the Contractor in default and take such action as the City deems in its best interests, including, but not limited to, terminating the contract and seeking money

damages, seeking specific performance, obtaining substitute performance or any other remedy available to it or allowed by law without reservation or limitation:

- a. Failure to provide insurance or keep such insurance in effect as required by this contract.
- b. Failure to provide performance bond as required by this contract.
- c. Failure to timely perform any term or provision of this contract.
- d. Failure to comply with any applicable federal or state statute, law or regulation, county or local ordinance or regulation.
- e. Failure to perform the work required herein in a safe or competent manner. Upon notice to the Contractor that the City has determined that the Contractor is in default, the Contractor shall immediately cease any and all performances unless otherwise requested by the City. The City, at its sole option, may allow the Contractor to cure the default upon such terms and conditions as the City may require. The City reserves the right to withhold any and all payments under this contract until all defaults and/or defects in performance have been cured to the satisfaction of the City, which satisfaction shall not be unreasonably withheld.

All remedies available to the City are hereby deemed cumulative. The election of one remedy shall not constitute a waiver of any other remedy available. The City, at its sole option, may take such actions as it deems necessary to cure any defaults or defect in performance, the costs of which, including but not limited to, costs for rebidding, costs of substitute performance, costs of litigation, actual attorney fees and any together costs necessarily incurred to correct a default or defect in performance, shall be paid by the Contractor promptly upon request of the City.

20. INDEMNITY – The Contractor, its agents, representatives, successors and/or assigns, do hereby agree to defend, indemnify and hold harmless the City, its employees, agents, volunteers and/or representatives from any and all claims, demands, liability, damages, expenses, costs, including costs of litigation and actual attorney fees, caused, directly or indirectly or in any way related to the performance of this contract by any act or omission, intentional or negligent, of the Contractor, its agents, employees, representatives, successors or assigns, however specifically excluding intentional acts, omissions or negligence of employees, agents, representatives or volunteers of the City.

21. NONASSIGNMENT – This contract may not be assigned, subcontracted or otherwise transferred without prior written approval of the City.

22. NONEMPLOYEE STATUS – The Contractor(s), agents, employees and/or representatives thereof are hereby deemed independent contractors and are not City employees. The Contractor shall exercise all supervisory and general control of daytoday operations, including the right to control over work duties, payment of wages, the right to

hire, fire and discipline all its employees. As an independent contractor, Contractor and/or his/her employees shall not be entitled to any benefits available to City employees.

23. EQUIPMENT INSPECTION – The City shall have the right to inspect all equipment and materials used in the performance of this contract. Should any such equipment or materials not be appropriate or in compliance with federal, state or local statutes or regulations pertaining thereto, the City may require the Contractor not to use such materials or equipment in the performance of this contract. Any inspection by the City under this section shall not limit or relieve the Contractor of any obligation under the contract nor shall any inspection constitute approval of safety equipment, policies or precautions. The Contractor shall utilize enclosed or covered equipment or enclosed packaging in order to eliminate any litter problem associated with the pickup and transport of the recyclables to the point of sorting. The City shall provide to the Contractor the equipment listed in Appendix A which is attached hereto. This equipment shall be leased to the Contractor for the amount of \$1.00 per year for each year that this Agreement is in effect. Once this equipment is in the possession of the Contractor all maintenance, replacement, or any other issue involving said equipment becomes the sole responsibility of the Contractor. Should the Contractor discontinue this recycling program for the City for any reason, said equipment shall immediately be returned to the City.

24. INTERPRETATION OF CONTRACT – Should the Contractor or subcontractors have any questions concerning any terms or provision of this contract, such questions shall be directed in writing to the City Attorney's attention. Any decision by the City Attorney and/or Mayor as to the intent of the City and interpretation of this contract shall be final. Should litigation be required to enforce or interpret any portion of this contract the laws of the State of Arkansas shall govern the terms and any said dispute shall be litigated in Craighead County, Arkansas

25. SEVERABILITY – Should any clause, paragraph, terms, or provision of this contract be determined to be invalid by a court of appropriate jurisdiction, such clause, provision, term or paragraph shall be deemed severable and shall not affect the validity of the remaining terms, provisions, clauses or paragraphs.

26. INTEGRATION – This contract, together with the other documents included herein, shall be the sole, complete and final agreement between the parties containing all terms and provisions agreed upon by the parties except as set forth pursuant to paragraph 5.

27. QUARTERLY REPORT – The Contractor shall be responsible for providing the City with a quarterly report detailing the services provided and the recycled materials collected.

28. RIGHT TO MATERIALS – Once the recyclables have been picked up by the Contractor, the ownership thereof shall be the Contractor's. It shall be the Contractor's responsibility to dispose of same in a manner and fashion that complies with all local, state and federal laws and regulations. Any items that are picked

up and not recyclable, the Contractor shall be responsible to haul items and for the payment of all dumping charges at the Legacy Landfill.

29. 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.

Abilities Unlimited

Date

Mayor Harold Perrin
City of Jonesboro

Date

Attested by:

City Clerk Donna Jackson

APPENDIX A

03-102-0087	Rear Load 25YD	4355	X15641	Heil 4F-13001133, Sterling
03-100-0162	Automated	4346	X13714	Heil FSF3021F8 Condor

Bullet points for mayor's introduction of new recycling contract:

- This contract will take the place of one between the City of Jonesboro and Abilities Unlimited, approved in Council RES-15:083 on May 19, 2015. Abilities Unlimited had given notice to the City that it would be unable to continue operations under that contract after April 1 because it was losing money.
- The Legacy Landfill board voted in February to charge an additional fee of 50 cents per ton on everything collected at the landfill for recycling.
- Legacy Landfill will give the City of Jonesboro, as well as other participating cities, 34 cents per ton in return for recycling.
- Legacy Landfill will keep 16 cents per ton for administration and education on recycling.
- The proposed new contract would take effect May 1, 2016, and continue for three years. After that, it would be automatically renewed in 2-year increments under the same terms unless one party gives notice of proposed amendments.
- The City reserves the right to amend, alter or modify the contract at any time upon 30 days' notice to the Contractor.
- Under the new contract the City would continue to pay Abilities Unlimited \$4,900 per month for residential pickup of recyclables and delivery to its facilities for sorting.
- However, the new contract would specify that pickup be done on a bi-weekly basis, rather than weekly.
- The Contractor would be responsible for picking up and recycling the following: newspapers, magazines, catalogs and telephone books; cereal boxes, office paper, junk mail, cardboard boxes and brown paper bags; clear, brown and green glass; aluminum and tin cans; plastics; and Aseptic Packaging and gable top containers.
- In addition, the City would pay Abilities Unlimited 31 cents per ton from the recent Legacy Landfill rate increase for sorting and selling recyclables at the Contractor's facilities.
- The City would be responsible for advertising this service and the rules for recycling.
- Abilities Unlimited would be responsible for making a quarterly report to the City detailing the services provided and materials collected.



Legislation Details (With Text)

File #:	RES-16:052	Version:	1	Name:	Contract with All Scapes Irrigation & Lawncare for Belt Street sidewalk
Type:	Resolution	Status:			Recommended to Council
File created:	4/26/2016	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 ALL SCAPES IRRIGATION & LAWNCARE, LLC FOR THE BELT STREET SIDEWALK (BID NO. 2016:21)				
Sponsors:	Engineering, Grants				
Indexes:	Contract				
Code sections:					
Attachments:	Bid Tab Contract Documents 2016 21				

Date	Ver.	Action By	Action	Result
5/3/2016	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALL SCAPES IRRIGATION & LAWNCARE, LLC FOR THE BELT STREET SIDEWALK (BID NO. 2016:21)

WHEREAS, , the City of Jonesboro has desires to accept the low bid and enter into a contract for the Belt Street Sidewalks;

WHEREAS, the low bidder and the firm selected for the Belt Steet Sidewalks is All Scapes Irrigation & Lawncare, LLC;

WHEREAS, funding for the execution of the contract shall come from the FY2015 Amended Community Development Block Grant (CDBG) Action Plan funds and compensation shall be paid in accordance with said contract

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 All Scapes Irrigation & Lawncare, LLC for the Belt Street Sidewalks.

Section 2. That funding for the execution of the contract shall come from the funded FY 2015 Amended Community Development Block Grant (CDBG) Action Plan 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

Opened by
Tabulated by

S A Kent
T Cooper

Bid #:
Date:

2016-21
04/20/16

DIVISIONS/DEPARTEMENT: Engineering	Crabtree & Son	All Scapes				
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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	Unit	
1	1	Clearing & Grubbing	5,000.00	5,000.00	500.00	500.00	-	-	-	-	-	-	-	-	-	
2	325	R&D of Asphalt pavement	18.00	5,850.00	16.50	5,362.50	-	-	-	-	-	-	-	-	-	
3	165	R&D of Concrete	18.00	2,970.00	16.75	2,763.75	-	-	-	-	-	-	-	-	-	
4	303	Unclassified excavation	15.00	4,545.00	3.95	1,196.85	-	-	-	-	-	-	-	-	-	
5	150	Aggregate base course (7)	25.00	3,750.00	21.50	3,225.00	-	-	-	-	-	-	-	-	-	
6	235	PC Concrete driveway	54.00	12,690.00	48.00	11,280.00	-	-	-	-	-	-	-	-	-	
7	1	Mobilization	2,971.00	2,971.00	500.00	500.00	-	-	-	-	-	-	-	-	-	
8	1	Maintenance of traffic	3,000.00	3,000.00	500.00	500.00	-	-	-	-	-	-	-	-	-	
9	110	Chain-link fence (4 foot)	60.00	6,600.00	12.00	1,320.00	-	-	-	-	-	-	-	-	-	
10	320	Concrete walks (4")	50.00	16,000.00	44.50	14,240.00	-	-	-	-	-	-	-	-	-	
11	900	Solid sodding	5.00	4,500.00	3.70	3,330.00	-	-	-	-	-	-	-	-	-	
12	706	CC Curb & Gutter (1'6")	16.00	11,296.00	14.00	9,884.00	-	-	-	-	-	-	-	-	-	
13	20	Wheelchair ramp (6)	175.00	3,500.00	155.00	3,100.00	-	-	-	-	-	-	-	-	-	
14	396	Thermoplastic markings White	18.00	7,128.00	10.00	3,960.00	-	-	-	-	-	-	-	-	-	
15	400	Retaining wall	25.00	10,000.00	34.00	13,600.00	-	-	-	-	-	-	-	-	-	
16	1	R&R mailbox	200.00	200.00	110.00	110.00	-	-	-	-	-	-	-	-	-	
Signed?			Yes		Yes											
Bid Bond?			Yes		Yes											
Qualifications?			Yes		Yes											
TOTAL			100,000.00		74,872.10		-		-		-		-		-	



Specifications

For

Belt Street Sidewalks

(Bid #2016:21)

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 Belt Street Sidewalks will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on April 20, 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 to construct sidewalks along Belt Street. All Submissions shall be annotated on the outside of the envelope with the bid number 2016:21.

The project consists of the construction of approximately 700 L.F. of sidewalk along the north side of Belt Street.

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 City of Jonesboro reserves the right to reject any or all bids, to waive any informalities, and to accept the proposal deemed to be for their best interest.

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

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

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

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

“Buy America” provisions apply to this project in accordance with standard specifications of the Arkansas State Highway and Transportation, Section 106.01 (b).

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Belt Street Sidewalks Bid Number 2016:21 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 4/20/16

Proposal of All Scapes Irrigation & Lawn care LLC

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 Belt Street Sidewalks.

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):

N/A Dated _____

N/A 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 three thousand seven hundred forty four Dollars (\$ 3,744.00), 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.

Sandra West
(Witness)

3104 New Castle Dr

Paragould, AR 72450
(Address)

All Scapes Irrigation & Lawncare LLC
(Name of Bidder)

By 

Trey McKee, Managing Member
(Print Name and Title)

Physical: 1409 E. Parker Rd Jonesboro, AR 72404

mailing: 361 Southwest DR #210 Jonesboro, AR 72401
(Office Address of Bidder)

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

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Clearing and Grubbing	201	LS	1	\$ 500.00	\$ 500.00
2	R & D of Asphalt Pavement	201	SY	325	\$ 16.50	\$5,362.50
3	R & D of Concrete	201	SY	165	\$ 16.75	\$2,763.75
4	Unclassified Excavation	210	CY	303	\$ 3.95	\$ 1,196.85
5	Aggregate Base Course (Class 7)	303	Ton	150	\$ 21.50	\$ 3,225.00
6	P.C. Concrete Driveway	505	SY	235	\$ 48.00	\$ 11,280.00
7	Mobilization	601	LS	1	\$ 500.00	\$ 500.00
8	Maintenance of Traffic	603	LS	1	\$ 500.00	\$ 500.00
9	Chain-Link Fence (4 Foot)	619	LF	110	\$ 12.00	\$ 1,320.00
10	Concrete Walks (4")	633	SY	320	\$ 44.50	\$ 14,240.00
11	Solid Sodding	624	SY	900	\$ 3.70	\$ 3,330.00
12	C.C. Curb & Gutter (1' 6")	634	LF	706	\$ 14.00	\$ 9,884.00
13	Wheelchair Ramp (Type 6)	641	SY	20	\$ 155.00	\$ 3,100.00
14	Thermoplastic Pavement Markings (White - 12")	719	SF	396	\$ 10.00	\$ 3,960.00
15	Retaining Wall	802	SF	400	\$ 34.00	\$ 13,600.00
16	Removal & Relocation of Mailbox	SP	Each	1	\$ 110.00	\$ 110.00

TOTAL BASE BID \$ 74,872.10

WRITTEN IN WORDS:

seventy four thousand eight hundred seventy two dollars
and ten cents.

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. *Allscapes Irrigation & Lawn care LLC*
2. Permanent main office address. *Physical: 1409 East Parker Road Jonesboro, AR 72404*
Mailing: 361 Southwest Dr #210 Jonesboro, AR 72401
3. When organized. *Nov. 17, 2009*
4. If a corporation, where incorporated. *(LLC) Arkansas*
5. How many years have been engaged in the contracting business under your present firm or trade name? *6 1/2 years*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). *Poettker Construction - Walmart Market (Paragould) 17,586.88 May 2016*
City of Jonesboro - TM Wordsworth Sidewalks Phase 1 34,569 ASAP
7. General character of work performed by your company. *Irrigation, construction, landscaping, and concrete*
8. Have you ever failed to complete any work awarded to you? *NO*
9. Have you ever defaulted on a Contract? *NO*

If so, where and why? N/A
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? *NO*

If so, where and why? N/A
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
Jonesboro Baseball Boosters (Joe Mack BB Park) 14,000 2/2016
Gillis Inc - Craighead Forrest Park 18,300 Apr 4/2016
12. List your major equipment available for this Contract.
mini excavator, 2 Bobcats, 1-Long reach tractor
tractor
13. Experience in construction work similar in importance to this project.
City of Jonesboro - Union & Cherry St Sidewalk, Sage Meadows Cart Path & Hester St Sidewalk
14. Background and experience of the principal members of your organization, including the officers. *Commercial & Residential Construction, irrigation, landscaping, concrete,*
15. Credit available: *\$ 150,000.00* *& retaining wall*
16. Give Bank reference: *Evolve Bank & Trust*
Simmons First Bank



Bond Number BD144097

BID BOND

KNOW ALL BY THESE PRESENTS, that we, ALL SCAPES IRRIGATION & LAWCARE, LLC of 1409 E PARKER RD JONESBORO, AR 72404-8304 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF JONESBORO 300 S CHURCH ST, JONESBORO AR 72401-2911 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for BELT STREET SIDEWALKS BID#2016:21

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 15TH day of APRIL, 2016.

Sandra O West

Witness

[Signature]

Principal
ALL SCAPES IRRIGATION & LAWCARE, LLC
Managing Member

Title

Amanda Lamp

Amanda Lamp

Witness

Auto-Owners Insurance Company
[Signature]

Teresa E. Gibson

Agent-in-Fact



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD144097

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the 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. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Teresa E. Gibson

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014.

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020

Amanda Lamp Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 15th day of April, 2016



William F. Woodbury, Senior Vice President, Secretary and General Counsel

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? *Yes*
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at offices of All Scapes this Nineteenth
 day of April, 20 16.

All Scapes Irrigation & Lawncare LLC
 (Name of Bidder)

By [Signature]

Title Managing Member

STATE OF Arkansas)
) SS.
 COUNTY OF Craighead)

Trey McKee being duly sworn deposes and says that

he is a managing member of All Scapes Irrigation & Lawncare LLC
 (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 19th day of April, 20 16

Mizie Whitten
 (Notary Public)

My Commission Expires:

July 22, 2021

MITZIE WHITTEN
 NOTARY PUBLIC - ARKANSAS
 CRAIGHEAD COUNTY - #12383657
 My Comm. Expires July 22, 2021

State of Arkansas

Contractors Licensing Board

ALL SCAPES IRRIGATION & LAWCARE, LLC
361 SOUTHWEST DRIVE #210
JONESBORO, AR 72401

ALL SCAPES IRRIGATION & LAWCARE, LLC

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

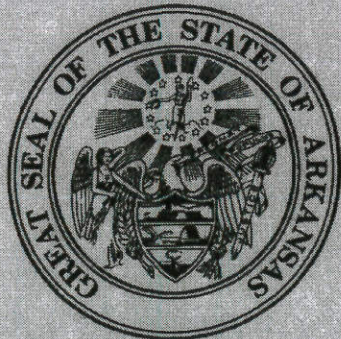
- LIGHT BUILDING
- (COMMERCIAL & RESIDENTIAL)
SPECIALTY
Landscaping with Planting
Landscaping, Irrigation, Lawn Sprinklers, Streams
Remodeling, Renovations, Restoration, Alterations

with the following suggested bid limit \$500,000

from June 5, 2015 until May 31, 2016

when this Certificate expires.

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



[Handwritten signature]

CHAIRMAN

[Handwritten signature]

SECRETARY

June 5, 2015 - da



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AP

DATE (MM/DD/YYYY)
11/09/2015

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

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

PRODUCER S & P Insurance - Mt. Ida P.O. Box 1270 Mount Ida, AR 71957 Alisha Pollock	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: ALLSC-1	
	INSURER(S) AFFORDING COVERAGE	
INSURED ALL SCAPES IRRIGATION & LAWNCARE LLC TREY MCKEE 361 SOUTHWEST DR STE 210 JONESBORO, AR 72401	INSURER A: UNITED FIRE & CASUALTY	NAIC # 13021
	INSURER B: First Comp	27626
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		60438764	11/26/2015	11/26/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60438764	11/26/2015	11/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			60438764	11/26/2015	11/26/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 1,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0101346-07	11/26/2015	11/26/2016	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> RENTED & LEASED EQUIPMENT			60438764	11/26/2015	11/26/2016	Deductibl 125,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Jonesboro, PO Box 1845, Jonesboro AR 72404 is additional insured on the General Liability.

CERTIFICATE HOLDER City of Jonesboro PO Box 1845 Jonesboro, AR 72404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Alisha Pollock</i>

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Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. All Scapes Irrigation & Lawncare LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) Mailing: 361 Southwest Drive #210 Physical: 1409 East Parker Road	Requester's name and address (optional)
6 City, state, and ZIP code Jonesboro, AR 72401 Jonesboro, AR 72404	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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2	7	-	1	3	2	3	7	2	5												

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 04/19/2016
------------------	--------------------------------	--------------------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

VII. CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and
between All Scares Irrigation & Lawncare LLC

(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 Belt Street Sidewalks, 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 Belt Street Sidewalks.

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	DAVIS-BACON

SGC.1 PROGRESS SCHEDULE

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

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

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

SGC.2 DRAWINGS

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

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

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

Intentionally Left Blank

SGC.4 RECORD DRAWINGS

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

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

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

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

29 CFR 1926 Subpart P for work for which payment is requested.

SGC.6 MINIMUM WAGES

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

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

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

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

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

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

General Decision Number: AR160175 01/08/2016 AR175

Superseded General Decision Number: AR20150175

State: Arkansas

Construction Type: Heavy
Heavy Construction

Counties: Craighead and Poinsett Counties in Arkansas.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ENGI0624-003 01/01/2014

	Rates	Fringes
Operating Engineer:		
Roller (Dirt and Grade		
Compaction).....	\$ 24.30	11.30

* PAIN0424-007 07/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 17.30	5.92

SUAR2008-172 11/21/2008

	Rates	Fringes
CARPENTER.....	\$ 14.55	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.54	0.00
ELECTRICIAN.....	\$ 19.16	4.12
IRONWORKER, REINFORCING.....	\$ 17.38	0.00
LABORER: Common or General.....	\$ 9.90	2.23
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 11.67	0.00

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 13.74	0.00
OPERATOR: Bulldozer.....	\$ 12.00	0.00
OPERATOR: Crane.....	\$ 19.26	0.00
OPERATOR: Loader (Front End)....	\$ 13.42	0.00
OPERATOR: Mechanic.....	\$ 17.25	0.00
OPERATOR: Piledriver.....	\$ 17.21	0.00
OPERATOR: Scraper.....	\$ 9.00	0.00
OPERATOR: Tractor.....	\$ 11.13	0.00
OPERATOR: Trencher.....	\$ 14.76	0.00
PAINTER: Spray.....	\$ 20.15	3.50
TRUCK DRIVER.....	\$ 9.00	0.00

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

□

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

**Municipal Building
Grants and Community Development
300 S. Church Street
Jonesboro, AR 72401
870-336-7170**

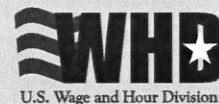
or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

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 along Belt Street, 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 to construct sidewalks along the north side of Belt Street..

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

Belt Street Sidewalks

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

Belt Street Sidewalks

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 Belt Street Sidewalks 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

XIII. TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE

SP-1	Standard Specifications for Highway Construction Arkansas State Highway and Transportation Department, Latest Edition (including all Errata for the Book of Standard Specifications)
SP-2	Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
SP-3	The Contract Work Hours and Safety Standards Act (40 U.S.C 327 <i>et seq.</i>)
SP-4	Employment and Contracting Opportunities
SP-5	National Environmental Policy Act of 1969 – Environmental Review
SP-6	Architectural Barriers Act (42 U.S.C. 4151-4157) and the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
SP-7	Suspension and Debarment 2 CFR §200.213

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

General

The standard specifications of the Arkansas State Highway and Transportation are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply.

A copy of these "Standard Specifications" may be obtained from the Arkansas State Highway and Transportation Department, Little Rock, Arkansas, at their customary charge.

SP-2 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all

contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

SP -3 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C 327 *ET SEQ.*)

Contract Work Hours and, Safety Standards Act, as Amended



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WH Publication 1432
(Revised April 2009)

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PUBLIC LAW 107–217—AUG. 21, 2002 [as amended¹]

An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, “Public Buildings, Property, and Works”.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, “Public Buildings, Property, and Works”, as follows:

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * *

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

PART A—GENERAL

* * * *

CHAPTER 37 – CONTRACT WORK HOURS AND SAFETY STANDARDS

* * * *

Sec. 3141. Definitions

(a) Definition.— In this chapter, the term “Federal Government” has the same meaning that the term “United States” had in the Contract Work Hours and Safety Standards Act (Public Law 87–581, 76 Stat. 357).

(b) Application.—

(1) Contracts.— This chapter applies to—

¹Pub. L. 109-284 Sec. 6(14), (15), (16), and (17) made minor technical corrections in Secs 3701, 3702, and 3704 (Sept. 27, 2006, 120 Stat. 1213.)

²The Contract Work Hours and Safety Standards Act, referred to in subsec. (a), is title I of Pub. L. 87–581, Aug. 13, 1962, 76 Stat. 357, as amended, which was classified generally to subchapter II (Sec. 327 et seq.) of chapter 5 of former Title 40, Public Buildings, Property, and Works, prior to repeal and reenactment as this chapter by Pub. L. 107–217, Secs. 1, 6 (b), Aug. 21, 2002, 116 Stat. 1062, 1304. Section 101 of title I of Pub. L. 87–581 was classified to section 327 of former Title 40 and was repealed and not reenacted by Pub. L. 107–217.

(A) any contract that may require or involve the employment of laborers or mechanics on a public work of the Federal Government, a territory of the United States,

or the District of Columbia; and

(B) any other contract that may require or involve the employment of laborers or mechanics if the contract is one—

(i) to which the Government, an agency or instrumentality of the Government, a territory, or the District of Columbia is a party;

(ii) which is made for or on behalf of the Government, an agency or instrumentality, a territory, or the District of Columbia; or

(iii) which is a contract for work financed at least in part by loans or grants from, or loans insured or guaranteed by, the Government or an agency or instrumentality under any federal law providing wage standards for the work.

(2) Laborers and mechanics.— This chapter applies to all laborers and mechanics employed by a contractor or subcontractor in the performance of any part of the work under the contract—

(A) including watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the United States, a territory,

or the District of Columbia; but

(B) not including an employee employed as a seaman.

(3) Exceptions.—

(A) This chapter.— This chapter does not apply to—

(i) a contract for—

(I) transportation by land, air, or water;

(II) the transmission of intelligence; or

(III) the purchase of supplies or materials or articles ordinarily available in the open market;

(ii) any work required to be done in accordance with the provisions of the Walsh-Healey Act (41 U.S.C. 35 et seq.); and

(iii) a contract in an amount that is not greater than \$100,000.

(B) Section 3702.— Section 3702 of this title does not apply to work where the assistance described in paragraph (1)(B)(iii) from the Government or an agency or instrumentality is only a loan guarantee or insurance.

3702. Work hours.

(a) Standard Workweek.— The wages of every laborer and mechanic employed by any contractor or subcontractor in the performance of work on a contract described in section 3701 of this title shall be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permitted subject to this section. For each workweek in which the laborer or mechanic is so employed, wages include compensation, at a rate not less than one and one-half times the basic rate of pay, for all hours worked in excess of 40 hours in the workweek.

(b) Contract Requirements.— A contract described in section 3701 of this title, and any obligation of the Federal Government, a territory of the United States, or the District of Columbia in connection with that contract, must provide that—

(1) a contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided in this chapter; and

(2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable—

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

(c) Liquidated Damages.— Liquidated damages under subsection (b)(2)(B) shall be computed for each individual employed as a laborer or mechanic in violation of this chapter and shall be equal to \$10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

(d) Amounts Withheld to Satisfy Liabilities.— Subject to section 3703 of this title, the governmental agency for which the contract work is done or which is providing financial assistance for the work may withhold, or have withheld, from money payable because of work performed by a contractor or subcontractor, amounts administratively determined to be necessary to satisfy the liabilities of the contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages.

(a) Reports of Inspectors.— An officer or individual designated as an inspector of the work to be performed under a contract described in section 3701 of this title, or to aid in the enforcement or fulfillment of the contract, on observation or after investigation immediately shall report to the proper officer of the Federal Government, a territory of the United States, or the District of Columbia all violations of this chapter occurring in the performance of the work, together with the name of each laborer or mechanic who was required or permitted to work in violation of this chapter and the day the violation occurred.

(b) Withholding Amounts.—

(1) Determining amount.— The amount of unpaid wages and liquidated damages owing under this chapter shall be determined administratively.

(2) Amount directed to be withheld.— The officer or individual whose duty it is to approve the payment of money by the Government, territory, or District of Columbia in connection with the performance of the contract work shall direct the amount of—

(A) liquidated damages to be withheld for the use and benefit of the Government, territory, or District; and

(B) unpaid wages to be withheld for the use and benefit of the laborers and mechanics who were not compensated as required under this chapter.

(3) Payment.— The Comptroller General shall pay the amount administratively determined to be due directly to the laborers and mechanics from amounts withheld on account of underpayments of wages if the amount withheld is adequate. If the amount withheld is not adequate, the Comptroller General shall pay an equitable proportion of the amount due.

(c) Right of Action and Intervention Against Contractors and Sureties.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this chapter, the laborers and mechanics, in the case of a department or agency of the Government, have the same right of action and intervention against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(d) Review Process.—

(1) Time limit for appeal.— Within 60 days after an amount is withheld as liquidated damages, any contractor or subcontractor aggrieved by the withholding may appeal to the head of the agency of the Government or territory for which the contract work is done or which is providing financial assistance for the work, or to the Mayor of the District of Columbia in the case of liquidated damages withheld for the use and benefit of the District.

(2) Review by agency head or mayor.— The agency head or Mayor may review the administrative determination of liquidated damages. The agency head or Mayor may issue a final order affirming the determination or may recommend to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the contractor or subcontractor be relieved of liability for the liquidated damages, if it is found that the amount is incorrect or that the contractor or subcontractor violated this chapter inadvertently, notwithstanding the exercise of due care by the contractor or subcontractor and the agents of the contractor or subcontractor.

(3) Review by secretary.— The Secretary shall review all pertinent facts in the matter and may conduct any investigation the Secretary considers necessary in order to affirm or reject the recommendation. The decision of the Secretary is final.

(4) Judicial action.— A contractor or subcontractor aggrieved by a final order for the withholding of liquidated damages may file a claim in the United States Court of Federal Claims within 60 days after the final order. A final order of the agency head, Mayor, or Secretary is conclusive with respect to findings of fact if supported by substantial evidence.

(e) Applicability of Other Laws.—

(1) Reorganization plan.— Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) applies to this chapter.

(2) Section 3145.— Section 3145 of this title applies to contractors and subcontractors referred to in section 3145 who are engaged in the performance of contracts subject to this chapter.

3704. Health and safety standards in building trades and construction industry.

(a) Condition of Contracts.—

(1) In general.— Each contract in an amount greater than \$100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

(2) Consultation.— In formulating standards under this section, the Secretary shall consult with the Advisory Committee created by subsection (d).

(b) Compliance.—

(1) Actions to gain compliance.— The Secretary may make inspections, hold hearings, issue orders, and make decisions based on findings of fact as the Secretary considers necessary to gain compliance with this section and any health and safety standard the Secretary prescribes under subsection (a). For those purposes the Secretary and the United States district courts have the authority and jurisdiction provided by sections 4 and 5 of the Walsh-Healey Act (41 U.S.C. 38, 39).

(2) Remedy when noncompliance found.— When the Secretary, after an opportunity for an adjudicatory hearing by the Secretary, establishes noncompliance under this section of any condition of a contract described in—

(A) section 3701 (b)(1)(B)(i) or (ii) of this title, the governmental agency for which the contract work is done may cancel the contract and make other contracts for the completion of the contract work, charging any additional cost to the original contractor; or

(B) section 3701 (b)(1)(B)(iii) of this title, the governmental agency which is providing the financial guarantee, assistance, or insurance for the contract work may withhold the guarantee, assistance, or insurance attributable to the performance of the contract.

(3) Nonapplicability.— Section 3703 of this title does not apply to the enforcement of this section.

(c) Repeated Violations.—

(1) Transmittal of names of repeat violators to comptroller general.— When the Secretary, after an opportunity for an agency hearing, decides on the record that, by repeated willful or grossly negligent violations of this chapter, a contractor or subcontractor has demonstrated that subsection (b) is not effective to protect the safety and health of the employees of the contractor or subcontractor, the Secretary shall make a finding to that effect and, not sooner than 30 days after giving notice of the finding to all interested persons, shall transmit the name of the contractor or subcontractor to the Comptroller General.

(2) Ban on awarding contracts.— The Comptroller General shall distribute each name transmitted under paragraph (1) to all agencies of the Federal Government. Unless the Secretary otherwise recommends, the contractor, subcontractor, or any person in which the contractor or subcontractor has a substantial interest may not be awarded a contract subject to this section until three years have elapsed from the date the name is transmitted to the Comptroller General. The Secretary shall terminate the ban if, before the end of the three-year period, the Secretary, after affording interested persons due notice and an opportunity for a hearing, is satisfied that a contractor or subcontractor whose name was transmitted to the Comptroller General will comply responsibly with the requirements of this section. The Comptroller General shall inform all Government agencies after being informed of the Secretary's action.

(3) Judicial review.— A person aggrieved by the Secretary's action under this subsection or subsection (b) may file with the appropriate United States court of appeals a petition for review of the Secretary's action within 60 days after receiving notice of the Secretary's action. The clerk of the court immediately shall send a copy of the petition to the Secretary. The Secretary then shall file with the court the record on which the action is based. The findings of fact by the Secretary, if supported by substantial evidence, are final. The court may enter a decree enforcing, modifying, modifying and enforcing, or setting aside any part of, the order of the Secretary or the appropriate Government agency. The judgment of the court may be reviewed by the Supreme Court as provided in section 1254 of title 28.

(d) Advisory Committee on Construction Safety and Health.—

(1) Establishment.— There is an Advisory Committee on Construction Safety and Health in the Department of Labor.

(2) Composition.— The Committee is composed of nine members appointed by the Secretary, without regard to chapter 33 of title 5, as follows:

(A) Three members shall be individuals representative of contractors to whom this section applies.

(B) Three members shall be individuals representative of employees primarily in the building trades and construction industry engaged in carrying out contracts to which this section applies.

(C) Three members shall be public representatives who shall be selected on the basis of their professional and technical competence and experience in the construction health and safety field.

(3) Chairman.— The Secretary shall appoint one member as Chairman.

(4) Duties.— The Committee shall advise the Secretary—

(A) in formulating construction safety and health standards and other regulations; and

(B) on policy matters arising in carrying out this section.

(5) Experts and Consultants.— The Secretary may appoint special advisory and technical experts or consultants as may be necessary to carry out the functions of the Committee.

(6) Compensation and expenses.— Committee members are entitled to receive compensation at rates the Secretary fixes, but not more than \$100 a day, including traveltime, when performing Committee business, and expenses under section 5703 of title 5.

3705. Safety programs.

The Secretary of Labor shall—

(1) provide for the establishment and supervision of programs for the education and training of employers and employees in the recognition, avoidance, and prevention of unsafe working conditions in employment covered by this chapter; and

(2) collect reports and data and consult with and advise employers as to the best means of preventing injuries.

3706. Limitations, variations, tolerances, and exemptions.

The Secretary of Labor may provide reasonable limitations to, and may prescribe regulations allowing reasonable variations to, tolerances from, and exemptions from, this chapter that the Secretary may find necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment of the conduct of Federal Government business.

3707. Contractor certification or contract clause in acquisition of commercial items not required.

In a contract to acquire a commercial item (as defined in section 4 of the Office of Federal Procurement Policy Act (41 U.S.C. 403)), a certification by a contractor or a contract clause may not be required to implement a prohibition or requirement in this chapter.

3708. Criminal penalties.

A contractor or subcontractor having a duty to employ, direct, or control a laborer or mechanic employed in the performance of work contemplated by a contract to which this chapter applies that intentionally violates this chapter shall be fined under title 18, imprisoned for not more than six months, or both.

SP-4 EMPLOYMENT AND CONTRACTING OPPORTUNITIES

§ 570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, *12086*, and 12107 (3 CFR 1964–1965 Comp. p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

SP-5 NATIONAL ENVIRONMENTAL POLICY ACT OF 1969

The National Environmental Policy Act of 1969

The National Environmental Policy Act of 1969, as amended

(Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982)

An Act to establish a national policy for the environment, to provide for the establishment of a Council on Environmental Quality, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "National Environmental Policy Act of 1969."

Purpose

Sec. 2 [42 USC § 4321].

The purposes of this Act are: To declare a national policy which will encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man; to enrich the understanding of the ecological systems and natural resources important to the Nation; and to establish a Council on Environmental Quality.

TITLE I

CONGRESSIONAL DECLARATION OF NATIONAL ENVIRONMENTAL POLICY

Sec. 101 [42 USC § 4331].

(a) The Congress, recognizing the profound impact of man's activity on the interrelations of all components of the natural environment, particularly the profound influences of population growth, high-density urbanization, industrial expansion, resource exploitation, and new and expanding technological advances and recognizing further the critical importance of restoring and maintaining environmental quality to the overall welfare and development of man, declares that it is the continuing policy of the Federal Government, in cooperation with State and local governments, and other concerned public and private organizations, to use all practicable means and measures, including financial and technical assistance, in a manner calculated to foster and promote the general welfare, to create and maintain conditions under which man and nature can exist in productive harmony, and fulfill the social, economic, and other requirements of present and future generations of Americans.

(b) In order to carry out the policy set forth in this Act, it is the continuing responsibility of the Federal Government to use all practicable means, consistent with other essential considerations of national policy, to improve and coordinate Federal plans, functions,

programs, and resources to the end that the Nation may --

1. fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
2. assure for all Americans safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
3. attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
4. preserve important historic, cultural, and natural aspects of our national heritage, and maintain, wherever possible, an environment which supports diversity, and variety of individual choice;
5. achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
6. enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.

(c) The Congress recognizes that each person should enjoy a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

Sec. 102 [42 USC § 4332].

The Congress authorizes and directs that, to the fullest extent possible: (1) the policies, regulations, and public laws of the United States shall be interpreted and administered in accordance with the policies set forth in this Act, and (2) all agencies of the Federal Government shall --

(A) utilize a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and in decisionmaking which may have an impact on man's environment;

(B) identify and develop methods and procedures, in consultation with the Council on Environmental Quality established by title II of this Act, which will insure that presently unquantified environmental amenities and values may be given appropriate consideration in decisionmaking along with economic and technical considerations;

(C) include in every recommendation or report on proposals for legislation and other major Federal actions significantly affecting the quality of the human environment, a detailed statement by the responsible official on --

(i) the environmental impact of the proposed action,

(ii) any adverse environmental effects which cannot be avoided should the proposal be implemented,

- (iii) alternatives to the proposed action,
- (iv) the relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity, and
- (v) any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented.

Prior to making any detailed statement, the responsible Federal official shall consult with and obtain the comments of any Federal agency which has jurisdiction by law or special expertise with respect to any environmental impact involved. Copies of such statement and the comments and views of the appropriate Federal, State, and local agencies, which are authorized to develop and enforce environmental standards, shall be made available to the President, the Council on Environmental Quality and to the public as provided by section 552 of title 5, United States Code, and shall accompany the proposal through the existing agency review processes;

(D) Any detailed statement required under subparagraph (C) after January 1, 1970, for any major Federal action funded under a program of grants to States shall not be deemed to be legally insufficient solely by reason of having been prepared by a State agency or official, if:

- (i) the State agency or official has statewide jurisdiction and has the responsibility for such action,
- (ii) the responsible Federal official furnishes guidance and participates in such preparation,
- (iii) the responsible Federal official independently evaluates such statement prior to its approval and adoption, and
- (iv) after January 1, 1976, the responsible Federal official provides early notification to, and solicits the views of, any other State or any Federal land management entity of any action or any alternative thereto which may have significant impacts upon such State or affected Federal land management entity and, if there is any disagreement on such impacts, prepares a written assessment of such impacts and views for incorporation into such detailed statement.

The procedures in this subparagraph shall not relieve the Federal official of his responsibilities for the scope, objectivity, and content of the entire statement or of any other responsibility under this Act; and further, this subparagraph does not affect the legal sufficiency of statements prepared by State agencies with less than statewide jurisdiction.

(E) study, develop, and describe appropriate alternatives to recommended courses of action in any proposal which involves unresolved conflicts concerning alternative uses of available resources;

(F) recognize the worldwide and long-range character of environmental problems and,

where consistent with the foreign policy of the United States, lend appropriate support to initiatives, resolutions, and programs designed to maximize international cooperation in anticipating and preventing a decline in the quality of mankind's world environment;

(G) make available to States, counties, municipalities, institutions, and individuals, advice and information useful in restoring, maintaining, and enhancing the quality of the environment;

(H) initiate and utilize ecological information in the planning and development of resource-oriented projects; and

(I) assist the Council on Environmental Quality established by title II of this Act.

Sec. 103 [42 USC § 4333].

All agencies of the Federal Government shall review their present statutory authority, administrative regulations, and current policies and procedures for the purpose of determining whether there are any deficiencies or inconsistencies therein which prohibit full compliance with the purposes and provisions of this Act and shall propose to the President not later than July 1, 1971, such measures as may be necessary to bring their authority and policies into conformity with the intent, purposes, and procedures set forth in this Act.

Sec. 104 [42 USC § 4334].

Nothing in section 102 [42 USC § 4332] or 103 [42 USC § 4333] shall in any way affect the specific statutory obligations of any Federal agency (1) to comply with criteria or standards of environmental quality, (2) to coordinate or consult with any other Federal or State agency, or (3) to act, or refrain from acting contingent upon the recommendations or certification of any other Federal or State agency.

Sec. 105 [42 USC § 4335].

The policies and goals set forth in this Act are supplementary to those set forth in existing authorizations of Federal agencies.

TITLE II

COUNCIL ON ENVIRONMENTAL QUALITY

Sec. 201 [42 USC § 4341].

The President shall transmit to the Congress annually beginning July 1, 1970, an Environmental Quality Report (hereinafter referred to as the "report") which shall set forth (1) the status and condition of the major natural, manmade, or altered environmental classes of the Nation, including, but not limited to, the air, the aquatic, including marine, estuarine, and fresh water, and the terrestrial environment, including, but not limited to, the forest, dryland, wetland, range, urban, suburban and rural environment; (2) current and foreseeable trends in the quality, management and utilization of such environments and the effects of those trends on the social, economic, and other requirements of the Nation; (3) the adequacy of available natural resources for fulfilling human and economic requirements of the Nation

in the light of expected population pressures; (4) a review of the programs and activities (including regulatory activities) of the Federal Government, the State and local governments, and nongovernmental entities or individuals with particular reference to their effect on the environment and on the conservation, development and utilization of natural resources; and (5) a program for remedying the deficiencies of existing programs and activities, together with recommendations for legislation.

Sec. 202 [42 USC § 4342].

There is created in the Executive Office of the President a Council on Environmental Quality (hereinafter referred to as the "Council"). The Council shall be composed of three members who shall be appointed by the President to serve at his pleasure, by and with the advice and consent of the Senate. The President shall designate one of the members of the Council to serve as Chairman. Each member shall be a person who, as a result of his training, experience, and attainments, is exceptionally well qualified to analyze and interpret environmental trends and information of all kinds; to appraise programs and activities of the Federal Government in the light of the policy set forth in title I of this Act; to be conscious of and responsive to the scientific, economic, social, aesthetic, and cultural needs and interests of the Nation; and to formulate and recommend national policies to promote the improvement of the quality of the environment.

Sec. 203 [42 USC § 4343].

(a) The Council may employ such officers and employees as may be necessary to carry out its functions under this Act. In addition, the Council may employ and fix the compensation of such experts and consultants as may be necessary for the carrying out of its functions under this Act, in accordance with section 3109 of title 5, United States Code (but without regard to the last sentence thereof).

(b) Notwithstanding section 1342 of Title 31, the Council may accept and employ voluntary and uncompensated services in furtherance of the purposes of the Council.

Sec. 204 [42 USC § 4344].

It shall be the duty and function of the Council --

1. to assist and advise the President in the preparation of the Environmental Quality Report required by section 201 [42 USC § 4341] of this title;
2. to gather timely and authoritative information concerning the conditions and trends in the quality of the environment both current and prospective, to analyze and interpret such information for the purpose of determining whether such conditions and trends are interfering, or are likely to interfere, with the achievement of the policy set forth in title I of this Act, and to compile and submit to the President studies relating to such conditions and trends;
3. to review and appraise the various programs and activities of the Federal Government in the light of the policy set forth in title I of this Act for the purpose of determining the extent to which such programs and activities are contributing to the achievement

of such policy, and to make recommendations to the President with respect thereto;

4. to develop and recommend to the President national policies to foster and promote the improvement of environmental quality to meet the conservation, social, economic, health, and other requirements and goals of the Nation;
5. to conduct investigations, studies, surveys, research, and analyses relating to ecological systems and environmental quality;
6. to document and define changes in the natural environment, including the plant and animal systems, and to accumulate necessary data and other information for a continuing analysis of these changes or trends and an interpretation of their underlying causes;
7. to report at least once each year to the President on the state and condition of the environment; and
8. to make and furnish such studies, reports thereon, and recommendations with respect to matters of policy and legislation as the President may request.

Sec. 205 [42 USC § 4345].

In exercising its powers, functions, and duties under this Act, the Council shall --

1. consult with the Citizens' Advisory Committee on Environmental Quality established by Executive Order No. 11472, dated May 29, 1969, and with such representatives of science, industry, agriculture, labor, conservation organizations, State and local governments and other groups, as it deems advisable; and
2. utilize, to the fullest extent possible, the services, facilities and information (including statistical information) of public and private agencies and organizations, and individuals, in order that duplication of effort and expense may be avoided, thus assuring that the Council's activities will not unnecessarily overlap or conflict with similar activities authorized by law and performed by established agencies.

Sec. 206 [42 USC § 4346].

Members of the Council shall serve full time and the Chairman of the Council shall be compensated at the rate provided for Level II of the Executive Schedule Pay Rates [5 USC § 5313]. The other members of the Council shall be compensated at the rate provided for Level IV of the Executive Schedule Pay Rates [5 USC § 5315].

Sec. 207 [42 USC § 4346a].

The Council may accept reimbursements from any private nonprofit organization or from any department, agency, or instrumentality of the Federal Government, any State, or local government, for the reasonable travel expenses incurred by an officer or employee of the Council in connection with his attendance at any conference, seminar, or similar meeting conducted for the benefit of the Council.

Sec. 208 [42 USC § 4346b].

The Council may make expenditures in support of its international activities, including expenditures for: (1) international travel; (2) activities in implementation of international agreements; and (3) the support of international exchange programs in the United States and in foreign countries.

Sec. 209 [42 USC § 4347].

There are authorized to be appropriated to carry out the provisions of this chapter not to exceed \$300,000 for fiscal year 1970, \$700,000 for fiscal year 1971, and \$1,000,000 for each fiscal year thereafter.

The Environmental Quality Improvement Act, as amended (Pub. L. No. 91- 224, Title II, April 3, 1970; Pub. L. No. 97-258, September 13, 1982; and Pub. L. No. 98-581, October 30, 1984.

42 USC § 4372.

(a) There is established in the Executive Office of the President an office to be known as the Office of Environmental Quality (hereafter in this chapter referred to as the "Office"). The Chairman of the Council on Environmental Quality established by Public Law 91- 190 shall be the Director of the Office. There shall be in the Office a Deputy Director who shall be appointed by the President, by and with the advice and consent of the Senate.

(b) The compensation of the Deputy Director shall be fixed by the President at a rate not in excess of the annual rate of compensation payable to the Deputy Director of the Office of Management and Budget.

(c) The Director is authorized to employ such officers and employees (including experts and consultants) as may be necessary to enable the Office to carry out its functions ;under this chapter and Public Law 91-190, except that he may employ no more than ten specialists and other experts without regard to the provisions of Title 5, governing appointments in the competitive service, and pay such specialists and experts without regard to the provisions of chapter 51 and subchapter III of chapter 53 of such title relating to classification and General Schedule pay rates, but no such specialist or expert shall be paid at a rate in excess of the maximum rate for GS-18 of the General Schedule under section 5332 of Title 5.

(d) In carrying out his functions the Director shall assist and advise the President on policies and programs of the Federal Government affecting environmental quality by --

1. providing the professional and administrative staff and support for the Council on Environmental Quality established by Public Law 91- 190;
2. assisting the Federal agencies and departments in appraising the effectiveness of existing and proposed facilities, programs, policies, and activities of the Federal Government, and those specific major projects designated by the President which

do not require individual project authorization by Congress, which affect environmental quality;

3. reviewing the adequacy of existing systems for monitoring and predicting environmental changes in order to achieve effective coverage and efficient use of research facilities and other resources;
4. promoting the advancement of scientific knowledge of the effects of actions and technology on the environment and encouraging the development of the means to prevent or reduce adverse effects that endanger the health and well-being of man;
5. assisting in coordinating among the Federal departments and agencies those programs and activities which affect, protect, and improve environmental quality;
6. assisting the Federal departments and agencies in the development and interrelationship of environmental quality criteria and standards established throughout the Federal Government;
7. collecting, collating, analyzing, and interpreting data and information on environmental quality, ecological research, and evaluation.

(e) The Director is authorized to contract with public or private agencies, institutions, and organizations and with individuals without regard to section 3324(a) and (b) of Title 31 and section 5 of Title 41 in carrying out his functions.

42 USC § 4373. Each Environmental Quality Report required by Public Law 91-190 shall, upon transmittal to Congress, be referred to each standing committee having jurisdiction over any part of the subject matter of the Report.

42 USC § 4374. There are hereby authorized to be appropriated for the operations of the Office of Environmental Quality and the Council on Environmental Quality not to exceed the following sums for the following fiscal years which sums are in addition to those contained in Public Law 91- 190:

- (a) \$2,126,000 for the fiscal year ending September 30, 1979.
- (b) \$3,000,000 for the fiscal years ending September 30, 1980, and September 30, 1981.
- (c) \$44,000 for the fiscal years ending September 30, 1982, 1983, and 1984.
- (d) \$480,000 for each of the fiscal years ending September 30, 1985 and 1986.

42 USC § 4375.


(a) There is established an Office of Environmental Quality Management Fund (hereinafter referred to as the "Fund") to receive advance payments from other agencies or accounts that may be used solely to finance --

1. study contracts that are jointly sponsored by the Office and one or more other Federal agencies; and

2. Federal interagency environmental projects (including task forces) in which the Office participates.

(b) Any study contract or project that is to be financed under subsection (a) of this section may be initiated only with the approval of the Director.

(c) The Director shall promulgate regulations setting forth policies and procedures for operation of the Fund.

[Back to Table of Contents](#) 

**SP-6 ARCHITECTURAL BARRIERS ACT (42 U.S.C. 4151-4157) AND THE AMERICANS WITH
DISABILITIES ACT (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 AND 225)**

Architectural Barriers Act



Architectural Barriers Act

The Architectural Barriers Act (ABA) requires that buildings and facilities that are designed, constructed, or altered with Federal funds, or leased by a Federal agency, comply with Federal standards for physical accessibility. ABA requirements are limited to architectural standards in new and altered buildings and in newly leased facilities. They do not address the activities conducted in those buildings and facilities. Facilities of the U.S. Postal Service are covered by the ABA.

The Uniform Federal Accessibility Standards ("UFAS") provides uniform standards for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of them in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157. See: <http://www.access-board.gov/ufas/ufas-html/ufas.htm>

For more information or to file a complaint, contact:

U.S. Architectural and Transportation
Barriers Compliance Board
1331 F Street, N.W. , Suite 1000
Washington, D.C. 20004-1111
(800) 872-2253 (voice)
(800) 993-2822 (TTY)

SP-7 SUSPENSION AND DEBARMENT 2 CFR §200.213

Suspension and Debarment

This contract with the **City of Jonesboro** is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

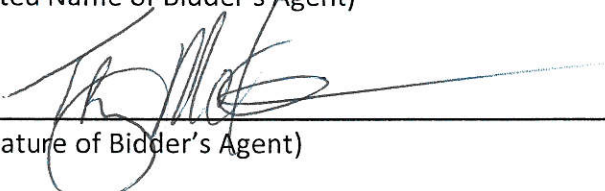
The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **the City of Jonesboro**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the City of Jonesboro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

All Scapes Irrigation & Lawn Care, LLC
(Name of Bidder/Proposer)

Trey McKee
(Printed Name of Bidder's Agent)


(Signature of Bidder's Agent)

Managing Member 04/19/16
(Printed Title of Bidder's Agent) (Date Executed)



Legislation Details (With Text)

File #:	RES-16:054	Version:	1	Name:	Execution of a letter of credit for ADEQ
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	4/29/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)				
Sponsors:	Finance				
Indexes:	Other				
Code sections:					
Attachments:	FinanceDept@jonesboro.org 20160429_150245				

Date	Ver.	Action By	Action	Result
5/11/2016	1	Finance & Administration Council Committee		

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

WHEREAS, on May 11, 1998 the City of Jonesboro did execute a Contract of Obligation between the City of Jonesboro and the Arkansas Department of Pollution Control and Ecology (ADPCE) related to the closure and post-closure costs of the Jonesboro municipal landfill, said Contract binding the City of payment in the amount of \$500,000.00 in the event of default; and,

WHEREAS, The Arkansas Department of Environmental Quality (as successor agency to ADPCE), has advised City that, pursuant to Regulation 22.1403(c), the above Contract of Obligation may be rescinded upon receipt of a letter of credit in the amount equal to 20% of estimated post-closure maintenance costs;

WHEREAS, this letter of credit must be renewed annually, and the amount adjusted based on annual inflation factor provided by ADEQ;

WHEREAS, Centennial Bank, as primary depository for City, has tentatively agreed to provide an irrevocable standby letter of credit, in favor of the Arkansas Department of Environmental Quality, for this purpose and to renew said letter of credit annually, as needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute any and all instruments necessary for the issuance of the mentioned letter of credit.

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Principal \$23,000.00	Loan Date 04-26-2016	Maturity 04-26-2017	Loan No 2757539938	Call / Coll B5	Account ****	Officer ***	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Corporation: Incorporation of Jonesboro, Arkansas
PO Box 1845
Jonesboro, AR 72403

Lender: CENTENNIAL BANK
Jonesboro Main Branch
2901 East Highland Drive
Jonesboro, AR 72401

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Incorporation of Jonesboro, Arkansas ("Corporation"). The Corporation is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Arkansas. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at PO Box 1845, Jonesboro, AR 72403. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on **April 26, 2016**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICERS. The following named persons are officers of Incorporation of Jonesboro, Arkansas:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Harold Perrin	Mayor	Y X	_____
Donna Jackson	City Clerk	Y X	_____

ACTIONS AUTHORIZED. Any one (1) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, any one (1) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, **including agreements waiving the right to a trial by jury**, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from the Corporation, at Lender's address shown above, written notice of revocation of such authority: **Harold Perrin, Mayor of Incorporation of Jonesboro, Arkansas; and Donna Jackson, City Clerk of Incorporation of Jonesboro, Arkansas.** Draws are based upon conditions set forth in Letter of Credit #1471.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: **None.**

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated April 26, 2016.

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$23,000.00	04-26-2016	04-26-2017	2757539938	B5	****	****	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Incorporation of Jonesboro, Arkansas
PO Box 1845
Jonesboro, AR 72403

Lender: CENTENNIAL BANK
Jonesboro Main Branch
2901 East Highland Drive
Jonesboro, AR 72401

Principal Amount: \$23,000.00

Date of Agreement: April 26, 2016

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note #2757539938 dated 04/26/2015 in the amount of \$23,000.00.

DESCRIPTION OF COLLATERAL. Unsecured.

DESCRIPTION OF CHANGE IN TERMS. Renewal of #2757539938 LOC # 1471 .

PROMISE TO PAY. Incorporation of Jonesboro, Arkansas ("Borrower") promises to pay to CENTENNIAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-three Thousand & 00/100 Dollars (\$23,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.250% per annum based on a year of 360 days. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on April 26, 2017. Unless otherwise agreed or required by applicable law, payments will be applied first to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CENTENNIAL BANK, Jonesboro Main Branch, 2901 East Highland Drive, Jonesboro, AR 72401.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 10.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased to 17.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arkansas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Arkansas.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of the State of Arkansas, in the county in which Borrower's following address is located: PO Box 1845, Jonesboro, AR 72403.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 2757539938

Page 2

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

LINE OF CREDIT. This Agreement evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Agreement may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Harold Perrin, Mayor of Incorporation of Jonesboro, Arkansas; and Donna Jackson, City Clerk of Incorporation of Jonesboro, Arkansas. Draws are based upon conditions set forth in Letter of Credit #1471.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

INTEREST RATE GOVERNING LAW PROVISION. This Note shall be governed by and construed in accordance with the laws of the State where the lender is located and the laws of the United States of America. The maximum interest rate applicable to the loan evidenced by this Note shall be governed by the laws of the United States of America, including 12 U.S.C. Section 1831u.

ADDITIONAL WARRANTIES. In further consideration of the modifications set forth herein and in order to induce the Lender to consent to these modifications, the Borrowers hereby represent and warrant that as of this date: (a) Borrowers have no defense to any actions by the Lender based on or arising out of the Promissory Note and/or any subsequent modifications; (b) Borrowers have no claims or causes of actions against the Lender based on or arising out of the Promissory Note and/or any subsequent modifications; and (c) the Lender is not in breach or default of any of the loan documents herein described.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Centennial Bank PO Box 966 Conway, AR 72033.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

INCORPORATION OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor of Incorporation of Jonesboro,
Arkansas

By: _____
Donna Jackson, City Clerk of Incorporation of
Jonesboro, Arkansas

LENDER:

CENTENNIAL BANK

X _____
John N. Wooten, Vice President

**CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL
(Continued)**

Loan No: 2757539938

Page 2

CERTIFIED TO AND ATTESTED BY:

X _____
Harold Perrin, Mayor of Incorporation of Jonesboro,
Arkansas

X _____
Donna Jackson, City Clerk of Incorporation of
Jonesboro, Arkansas

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

ERRORS AND OMISSIONS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$23,000.00	04-26-2016	04-26-2017	2757539938	B5	***	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Incorporation of Jonesboro, Arkansas
 PO Box 1845
 Jonesboro, AR 72403

Lender: CENTENNIAL BANK
 Jonesboro Main Branch
 2901 East Highland Drive
 Jonesboro, AR 72401

LOAN NO.: 2757539938

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this **April 26, 2016**

BORROWER:

INCORPORATION OF JONESBORO, ARKANSAS

By: _____
 Harold Perrin, Mayor of Incorporation of Jonesboro,
 Arkansas

By: _____
 Donna Jackson, City Clerk of Incorporation of
 Jonesboro, Arkansas

Sworn to and subscribed before me this _____ day of _____, 20_____.

X _____
 (Notary Public)

My Commission Expires: _____

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$23,000.00	04-26-2016	04-26-2017	2757539938	B5	***	***	***
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Incorporation of Jonesboro, Arkansas
PO Box 1845
Jonesboro, AR 72403

Lender: CENTENNIAL BANK
Jonesboro Main Branch
2901 East Highland Drive
Jonesboro, AR 72401

LOAN TYPE. This is a Fixed Rate (5.250%) Nondisclosable Draw Down Line of Credit Loan to a Corporation for \$23,000.00 due on April 26, 2017. This is a secured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: 2757539938 - To renew letter of credit with the City of Jonesboro.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$23,000.00 as follows:

Undisbursed Funds:	\$23,000.00
Note Principal:	\$23,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$195.00
\$195.00 Loan Processing Fee	
Total Charges Paid in Cash:	\$195.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 26, 2016.

BORROWER:

INCORPORATION OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor of Incorporation of Jonesboro,
Arkansas

By: _____
Donna Jackson, City Clerk of Incorporation of
Jonesboro, Arkansas

NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$23,000.00	04-26-2016	04-26-2017	2757539938	B5	***	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Incorporation of Jonesboro, Arkansas
PO Box 1845
Jonesboro, AR 72403

Lender: CENTENNIAL BANK
Jonesboro Main Branch
2901 East Highland Drive
Jonesboro, AR 72401

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (5.250%) Nondisclosable Draw Down Line of Credit Loan to a Corporation for \$23,000.00 due on April 26, 2017. This is a secured renewal loan.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

- Corporate Resolution: Incorporation of Jonesboro, Arkansas
- BAR CODE FOR CREDIT DOCS - Bar Code Cover Sheet for CREDIT DOCS
- BAR CODE FOR REAL ESTATE - Bar Code Cover Sheet for REAL ESTATE
- Disbursement Request and Authorization
- Errors and Omissions Agreement: Incorporation of Jonesboro, Arkansas
- Change In Terms Agreement
- BAR CODE CS FOR MISC - Bar Code Cover Sheet for MISCELLANEOUS
- BAR CODE FOR NOTE - Bar Code Cover Sheet for NOTE
- BAR CODE FOR LOM - Bar Code Cover Sheet for LOM
- Notice of Final Agreement
- Loan Cover Sheet

Parties. The term "Parties" means CENTENNIAL BANK and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: Incorporation of Jonesboro, Arkansas

Each Party who signs below, other than CENTENNIAL BANK, acknowledges, represents, and warrants to CENTENNIAL BANK that it has received, read and understood this Notice of Final Agreement. This Notice is dated April 26, 2016.

BORROWER:

INCORPORATION OF JONESBORO, ARKANSAS

By: _____
Harold Perrin, Mayor of Incorporation of Jonesboro,
Arkansas

By: _____
Donna Jackson, City Clerk of Incorporation of
Jonesboro, Arkansas

LENDER:

CENTENNIAL BANK

X _____
John N. Wooten, Vice President



Legislation Details (With Text)

File #: RES-16:055 **Version:** 2 **Name:** Safe Routes to Schools Thorn Street Sidewalk Project
Type: Resolution **Status:** Recommended to Council
File created: 5/2/2016 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**

Title: A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE THORN STREET SIDEWALKS PROJECT.

Sponsors: Grants

Indexes: Grant

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
5/11/2016	2	Finance & Administration Council Committee		

A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE THORN STREET SIDEWALKS PROJECT. WHEREAS, the City of Jonesboro understands the Transportation Alternative Program is open for applications to apply for Federal-Aid funds for Thorn Street Sidewalk Project for Safe Routes to Schools; and

WHEREAS, the City of Jonesboro understands these funds require a 20% local match to receive 80% Federal-Aid contributions and these funds are available for the construction of the project on a reimbursement basis, requiring work to be completed and proof of payment prior to grant funds are disbursed; and

WHEREAS, the Thorn Street Sidewalk Project will be open and accessible to the general public and maintained by the City of Jonesboro for the life of the project; and

WHEREAS, the City of Jonesboro will be applying for \$71,000 to construct sidewalks from the School Entrance to the Race Street via Thorn Street and will be responsible for the 20% local match or \$14,200 if said project is awarded.

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

SECTION 1: The City of Jonesboro will comply in accordance with its designated responsibility, including the maintenance of the said project.

SECTION 2: If the grant proposal is funded, an agreement will be submitted to the City Council for approval of such agreement, at which time, the Mayor and City Clerk will be authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the Thorn Street Sidewalk

Project.

SECTION 3: The City Council expresses its full support and hereby authorizes the City of Jonesboro to cooperate fully with the Arkansas State Highway and Transportation Department in regards to this project.



Legislation Details (With Text)

File #: RES-16:056 **Version:** 1 **Name:** Safe Routes to Schools Rains Street Pedestrian Route Project

Type: Resolution **Status:** Recommended to Council

File created: 5/2/2016 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE RAINS STREET PEDESTRIAN ROUTE.

Sponsors: Grants

Indexes: Grant

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
5/11/2016	1	Finance & Administration Council Committee		

A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM FOR SAFE ROUTES TO SCHOOLS FOR THE RAINS STREET PEDESTRIAN ROUTE. WHEREAS, the City of Jonesboro understands the Transportation Alternative Program is open for applications to apply for Federal-Aid funds for the Rains Street Pedestrian Route Project for Safe Routes to Schools; and

WHEREAS, the City of Jonesboro understands these funds require a 20% local match to receive 80% Federal-Aid contributions and these funds are available for the construction of the project on a reimbursement basis, requiring work to be completed and proof of payment prior to grant funds are disbursed; and

WHEREAS, the Rains Street Pedestrian Route Project will be open and accessible to the general public and maintained by the City of Jonesboro for the life of the project; and

WHEREAS, the City of Jonesboro will be applying for \$98,140 to construct sidewalks from East Oak Street to School Entrance then from Richmond Avenue to Nettleton Avenue and will be responsible for the 20% local match or \$19,628 if said project is awarded.

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

SECTION 1: The City of Jonesboro will comply in accordance with its designated responsibility, including the maintenance of the said project.

SECTION 2: If the grant proposal is funded, an agreement will be submitted to the City Council for approval of such agreement, at which time, the Mayor and City Clerk will be authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the Rains Street Pedestrian Route Project.

SECTION 3: The City Council expresses its full support and hereby authorizes the City of Jonesboro to cooperate fully with the Arkansas State Highway and Transportation Department in regards to this project.



Legislation Details (With Text)

File #: RES-16:057 **Version:** 1 **Name:** Recreational Trails Project for Craighead Forest Park Trail Phase 3 Project

Type: Resolution **Status:** Recommended to Council

File created: 5/3/2016 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL TRAILS PROGRAM FOR CRAIGHEAD FOREST PARK TRAIL PHASE 3 PROJECT.

Sponsors: Grants

Indexes: Grant

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
5/11/2016	1	Finance & Administration Council Committee		

A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL TRAILS PROGRAM FOR CRAIGHEAD FOREST PARK TRAIL PHASE 3 PROJECT.

WHEREAS, the City of Jonesboro understands the Recreational Trails Program is open for applications to apply for Federal-Aid funds for Craighead Forest Park Trail Phase 3 Project for adding connectivity for the citizens for recreational use; and

WHEREAS, the City of Jonesboro understands these funds require a 20% local match to receive 80% Federal-Aid contributions and these funds are available for the construction of the project on a reimbursement basis, requiring work to be completed and proof of payment prior to grant funds are disbursed; and

WHEREAS, the Craighead Forest Park Trail Phase 3 Project will be open and accessible to the general public and maintained by the City of Jonesboro for the life of the project; and

WHEREAS, the City of Jonesboro will be applying for \$450,000 to construct a trail connecting from the existing trail running along Lincoln Drive out to Craighead Forest Road then end at Harrisburg Road and will be responsible for the 20% local match or \$90,000 if said project is awarded.

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

SECTION 1: The City of Jonesboro will comply in accordance with its designated responsibility, including the maintenance of the said project.

SECTION 2: If this grant proposal is funded, an agreement will be submitted to the City Council for approval of such agreement, at which time, the Mayor and City Clerk will be authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the Craighead Forest Park Trail

Phase 3 Project.

SECTION 3: The City Council expresses its full support and hereby authorizes the City of Jonesboro to cooperate fully with the Arkansas State Highway and Transportation Department in regards to this project.



Legislation Details (With Text)

File #: RES-16:059 **Version:** 1 **Name:** Submission for grant funding for the ATV Park Trail Project

Type: Resolution **Status:** Recommended to Council

File created: 5/4/2016 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL MOTORIZED TRAILS PROGRAM FOR THE ATV PARK TRAIL PROJECT

Sponsors: Grants, Parks & Recreation

Indexes: Grant

Code sections:

Attachments: [RMTP - ATV Park Trail Map](#)

Date	Ver.	Action By	Action	Result
5/11/2016	1	Finance & Administration Council Committee		

A RESOLUTION TO SUBMIT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR FEDERAL-AID THROUGH THE RECREATIONAL MOTORIZED TRAILS PROGRAM FOR THE ATV PARK TRAIL PROJECT

WHEREAS, the City of Jonesboro understands the Recreational Motorized Trails Program is open for applications to apply for Federal-Aid funds for ATV Park Trail Project for the safety of our citizens utilizing the trail for recreational use; and

WHEREAS, the City of Jonesboro understands these funds require a 20% local match to receive 80% Federal-Aid contributions and these funds are available for the construction of the project on a reimbursement basis, requiring work to be completed and proof of payment prior to grant funds are disbursed; and

WHEREAS, the ATV Park Trail Project will be open and accessible to the general public and maintained by the City of Jonesboro for the life of the project; and

WHEREAS, the City of Jonesboro will be applying for \$137,500 to install an additional 6500 ft commercial grade fence with entry and maintenance gates along South Culberhouse Road and Craighead Forest Lake; this cost would include an asphalted parking lot and the City will provide a 20% local match or \$27,500 if said project is awarded.

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

SECTION 1: The City of Jonesboro will comply in accordance with its designated responsibility, including the maintenance of the said project.

SECTION 2: If this grant proposal is funded, an agreement will be submitted to the City Council for approval of such agreement, at which time, the Mayor and City Clerk will be authorized and directed to execute all

appropriate agreements and contracts necessary to expedite the implementation of the ATV Park Trail Project.

SECTION 3: The City Council expresses its full support and hereby authorizes the City of Jonesboro to cooperate fully with the Arkansas State Highway and Transportation Department in regards to this project.

500' Fence around parking lot

10' Double Gate

10' Double Gate

1,100'

6,500' of 6' Commercial grade chain link fence

10' Double Gate

1,800'

10' Double Gate

600'

10' Double Gate

1500'

1000'

Craighead Forest Lake



Legislation Details (With Text)

File #:	RES-16:060	Version:	1	Name:	Application for 2016 GIF funding for the Miracle League Park
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	5/4/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE 2016 GENERAL IMPROVEMENT FUNDS (GIF) FOR THE MIRACLE LEAGUE PARK THROUGH EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT (EAPPD)				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	Miracle League GIF 05202016				

Date	Ver.	Action By	Action	Result
5/11/2016	1	Finance & Administration Council Committee		

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO APPLY FOR THE 2016 GENERAL IMPROVEMENT FUNDS (GIF) FOR THE MIRACLE LEAGUE PARK THROUGH EAST ARKANSAS PLANNING AND DEVELOPMENT DISTRICT (EAPPD)

WHEREAS, the City of Jonesboro, Arkansas recognizes the need to provide public recreation facilities for its citizens and visitors throughout the region; and

WHEREAS, the City wishes to apply for the 2016 General Improvement Funds through the East Arkansas Planning and Development District to request funds to provide a security system and addition funds for shade installation for the Pavilion in the Miracle League Park by offering a safe and secure facility for the citizens and visitors; and

WHEREAS, the Mayor and the City Council understands that if granted funds for the Miracle League Park, they must provide the land ownership for the park; and pay an administrative fee of 4% to the East Arkansas Planning and Development District equaling \$292.41; and

WHEREAS, the Miracle League Project will cost \$7,310.18 and it will be funded at 100% through the State of Arkansas General Improvement Funds.

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

SECTION 1: The Mayor and the City Clerk are hereby authorized to sign and submit the application into the East Arkansas Planning and Development District.



General Improvement Fund Grant

2015-2017 Application

P.O. Box 1403 | Jonesboro AR, 72403 | 870.932.3957 | eapdd.com

General Improvement Fund Grant Application

Purpose:

The purpose of this General Improvement Fund (GIF) Grant Application is to invite the submission of projects for funding provided by the State of Arkansas through the East Arkansas Planning & Development District. Projects should complement Arkansas's Economic and Community Development Goals and Objectives and meet one of the 7 priority strategies identified in East Arkansas Planning & Development District's Regional Plan for Sustainable Development, viewable at www.eapdd.com.

Funding Availability & Applicable Fee.

Applicants with an eligible project may apply for a minimum of \$1,000.00 in GIF Program Funds. In the event that a Grantee receives an award, then that grantee at or before the time the Grantee receives the grant award under the Grant Agreement, Grantee shall remit to EAPDD a fee which shall be calculated by multiplying the grant award given to Grantee times four percent (4%). Grantee acknowledges and agrees that there will be no refund of the fee paid by Grantee under any circumstances.

Eligible Applicants

Incorporated cities and towns and unincorporated communities, 501c3 certified organizations, public school districts, and institutions of higher education are eligible to apply for assistance through the EAPDD GIF Program. Police/Fire/Public Service Departments serving in incorporated areas must apply through the mayor; those serving unincorporated areas must apply through the county judge. The local governing official (county judge or mayor) must affix his/her signature to the Certification Letter and Application Cover Page for the application to be considered complete.

Application Process

Communication concerning this application should be addressed to:

General Improvement Grant Program
East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AR 72403

Prior to the award of the contract, contact should be initiated through this individual only. To qualify for consideration, an original completed packet must be received by EAPDD at the above address. Applicants must submit an original application with original signatures. GIF applications from previous fiscal years may not be resubmitted.

Once an award is made, The Grantee agrees to implement and complete a General Improvement Fund Program project within one year of award date and in accordance with the provisions of this Agreement. In the event that Grantee fails to fully expend such sum within such one year period as a result of unforeseen circumstances beyond the control of the Grantee, then EAPDD shall have the option, in its sole discretion, to extend such expenditure period for a reasonable period of time as determined by EAPDD in its sole discretion.

Award, if any, will be made to the responsible organizations whose projects meets the

requirements of the procurement. EAPDD reserves the right to reject all or any part of a submission or all submissions. An award letter will be issued by EAPDD to the successful organizations. Successful applicants will be required to enter into a contractual agreement with EAPDD prior to funding. Any disputes arising from the selection/rejection of any submission will be resolved solely by the East Arkansas Planning & Development District.

Application Checklist

To facilitate submission evaluation, entities shall organize their application in the following order:

A. **APPLICATION COVER PAGE (Form Attached)**

Complete and sign the attached form.

B. **Project Narrative (limit 1 page)**

1. Briefly describe the Applicant Organization
2. Briefly describe the need and the nature of the applicant project. Describe funding use and indicate whether or not other funding has been committed to the project. Include the source/nature of other committed funding.
3. Briefly describe how the proposed project will improve the local area and assist with state wide efforts, as outlined by the State of Arkansas Consolidated Plan (viewable at:[http://www.arkansas.gov/adfa/Housing%20Docs%202011/Arkansas%202010%20-%202015%20Consolidated%20Plan%20May%2013,%202010%20Final\[1\].pdf](http://www.arkansas.gov/adfa/Housing%20Docs%202011/Arkansas%202010%20-%202015%20Consolidated%20Plan%20May%2013,%202010%20Final[1].pdf)), and regional efforts, as outlined by the EAPDD Regional Plan for Sustainable Development (viewable at www.eapdd.com/).
4. Provide Project timeline with expected start and end dates

C. **CERTIFICATION LETTER (Form Attached)**

Please state the names of the persons who will be authorized to make representations for the applicant agency, their title, address, and telephone number. State that the person signing the letter will be authorized to bind the agency.

D. **PROJECT BUDGET (Form Attached)**

Include a line item project budget. Include any other funds and their sources in the line item budget separate from the GIF budget. Please utilize the budget form which is attached. Be sure to include publication fees for bids on project budget if the requested grant amount is over \$5,000.

E. **ATTACHMENTS**

The following items must be attached to the application in order for the application to be considered complete:

- Letter of support from the community's State Senator or Representative
- Cost Estimate Documentation
- Include other pertinent documents as needed to complete the project description. Possible documents include:
 - 501c3 status
 - Deed or Proof of Public Ownership
 - Project Location Map

**EAST ARKANSAS PLANNING & DEVELOPMENT DISTRICT
APPLICATION COVER PAGE**

Applicant: _____
 Chief Elected Official/CEO: _____
 Address: _____

 City/Zip: _____
 Phone: _____
 Fax: _____
 Email: _____
 County: _____

Contact Person: _____
 Address: _____

 City/Zip: _____
 Phone: _____
 Fax: _____
 Email: _____

Project Summary. In 1-2 sentences briefly describe the proposed project and how funding will be used.

EAPDD Regional Plan for Sustainable Development Targeted Priority Strategies:

Civic & Leadership Development Infrastructure Development Affordable, Quality Housing Healthy Communities
 Education & Workforce Development Tourism & Cultural Development Business Development

Type of Applicant:

City County Non-profit (Attach 501C3 status) School District/Universities

**Police, Fire, and Other Public Service Departments should apply through the City/County.*

Budget:

Amount Requesting \$ _____
 Other Funding (*specified in budget*) \$ _____
 Total Project Budget \$ _____

Legislative District:

State Senator(s) / District(s): _____
 State Representative(s) / District(s): _____

Authorized Representative: The signature indicates that I have been authorized to submit an application requesting funding for the proposed project and to the best of my knowledge and belief, all data contained in this application is true and correct. If the application is approved for funding, I am authorized to sign any applicable documents on behalf of the applicant.

 Type Name

 Title

 Signature

 Date

For INTERNAL USE ONLY

2013 Allocation

2015 Allocation

Regional Priority Goal # _____

Project Budget

Please itemize the cost estimate for the proposed GIF portion of the project. **Please submit estimates/quotes to support project budget.** Do not include in-kind materials, equipment and labor in the GIF budget.

ITEM	PROJECTED COST
TOTAL GIF COST	

OTHER FUNDING SOURCES:

Please specify source and amount, such as in-kind materials, equipment, and labor.

SOURCE	AMOUNT
TOTAL OTHER FUNDING	

**East Arkansas Planning & Development District – GIF
Certification Letter**

Date _____

GIF Grants
c/o East Arkansas Planning & Development District
P.O. Box 1403
Jonesboro, AR 72403

Dear Members of the East Arkansas Planning & Development Board of Directors:

On behalf of the city/community/organization of _____, I am writing to request your assistance in securing a GIF grant under the EAPDD GIF Grant Program. Proceeds from the \$_____ grant, if awarded, will be used for the following project, as outlined in the enclosed application:

-

I, being the Mayor/Judge/CEO of _____, hereby designate myself as the party authorized to bind the agency.

Additionally, I designate _____, the _____ of _____, as the person authorized to make representations for the applicant agency of the grant, if awarded.

If further information is needed concerning this project, please feel free to contact me or the project's primary contact person, _____, at _____.

Thank you for your consideration.

Sincerely,

Title: _____

Organization: _____

Phone Number: _____

East Arkansas Planning & Development District – GIF Guidelines for Grantees

Guidelines for GIF Grants:

- Submit a completed application that includes the purpose of requested funds, completed project budget form, quotes or written estimates for items to be purchased, signed certification letter, proposed timeline for completion of project, and any necessary attachments.
- Upon approval of the application, successful applicants will be required to enter into a contractual agreement with EAPDD prior to funding.
- Once a Grant Agreement is in place, Grantee will be required to submit a Request for Payment (RFP) and corresponding invoices/receipts for items purchased/services performed to EAPDD for payment. EAPDD will provide an RFP template to be used by the Grantee.
- Grantee should follow timeline agreed upon in the Grant Agreement for the completion of the project.
- Grantees shall provide EAPDD with written quotes on projects between \$10,000 and \$50,000.
- For projects more than \$50,000, EAPDD will require competitive sealed bids. EAPDD will not release any money over \$50,000 until provided with the appropriate documentation showing bids were released.
- Once an RFP is received and processed, EAPDD will either reimburse the Grantee for applicable expenses, or pay the Grantee's vendors directly, based upon the submitted RFP. In either case, EAPDD will provide proof of payment to Grantee.
- Upon completion of project and dispersal of all funds, the Grantee will be required to submit all closeout documents to EAPDD.

Guidelines for Procurement:

- For projects under \$10,000, products and services may be procured without seeking competitive bids or competitive sealed bids. Written quotes or estimates shall be provided to the District by Grantee.
- For projects and services in which purchase price exceeds \$10,000 and is less than or equal to \$50,000, awards shall be provided through the use of competitive bidding procedures.
- For projects exceeding \$50,000, products and services shall be awarded through competitive sealed bidding procedures.
- EAPDD will provide technical assistance in regard to proper procurement procedures for Grantees.

General Improvement Fund Grant Program
Grant Agreement

Grantee: _____

Grant #: 2015-xx-xx

Grant Amount: \$ _____

Purpose:

GRANTOR

East Arkansas Planning & Development District
PO Box 1403
Jonesboro, AR 72403
Phone: 870.932.3957

GRANTEE

Phone:

1. PURPOSE

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Marianna, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project within one year of award date and in accordance with the provisions of this Agreement. In the event that Grantee fails to fully expend such sum within such one year period as a result of unforeseen circumstances beyond the control of the Grantee, then Grantor shall have the option, in its sole discretion, to extend such expenditure period for a reasonable period of time as determined by Grantor in its sole discretion.

2. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

3. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

4. FEE

At or before the time the Grantee receives the grant award under this Grant Agreement, Grantee shall remit to Grantor a fee which shall be calculated by multiplying the grant award given to Grantee times four percent (4%). Grantee acknowledges and agrees that there will be no refund of the paid fee by Grantee under any circumstances.

5. RECORD KEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

6. REPORTING

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

7. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

8. POLITICAL ACTIVITY

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

9. TERMINATION FOR CAUSE

This agreement may be terminated by Grantor, in its sole discretion, in whole or in part, prior to the completion of project activities when the Grantor determines that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Grantee will not incur new obligations for the terminated portion after the written notice from Grantor, and will cancel as many outstanding obligations as possible. The Grantor will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination. If the Grantee fails to comply with the terms of this Agreement, or fails to use the grant for solely those purposes set forth therein, the Grantor may:

- (a) After written notice to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantor from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate.
- (b) Terminate the grant, in whole or in part, at any time before the final grant payment is made. The Grantor will promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination.

Payments made to the Grantee or recoveries by the Grantor will be in accordance with the legal rights and liabilities of the parties. Grantee agrees that regardless of its designation of any third party or parties to undertake all or part of the grant project, Grantee remains primarily liable and responsible for the recovery of and reimbursement to Grantor of any grant proceeds owed to Grantor as a result of any failure by the Grantee to comply with the terms of this Agreement.

10. RECOVERY OF GRANT FUNDS

In the event of a violation of the terms of this Agreement by the Grantee, the Grantor may institute actions to recover all or part of the project funds paid to the Grantee. Grantee shall be liable for all attorney fees and other costs incurred by Grantor in pursuing such remedies.

11. ENFORCEMENT

If the Grantor determines that a Grantee's performance fails to meet the terms and conditions of this Grant Agreement, several courses of action may be pursued in order to resolve the problem. The Grantor may take any one or more of the following actions, in its sole discretion:

- (a) Request additional information from the Grantee to verify the nature of inadequate performance;
- (b) Conduct a site visit to examine pertinent records and recommend remedial courses of action;
- (c) Issue a letter of warning, advising the Grantee of the deficiency, recommendations for corrections, date by which performance must be corrected and notice that more serious sanctions may be imposed if the situation continues or is repeated;
- (d) Suspend funding for questioned activities until remedies are effected;
- (e) Require reimbursement of funds improperly spent, including a demand that Grantee institute all necessary legal proceedings, at its expense, to recover funds improperly spent by any third party performing on behalf of the Grantee;
- (f) Institute appropriate legal actions against Grantee to recover improperly spent grant funds; and/or
- (g) Condition future receipt of EAPDD GIF Program funds upon assurances of corrective action and special conditions.

12. CONFLICT OF INTEREST

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will

incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

13. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

14. PROCUREMENT PROCEDURES

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

15. MODIFICATIONS

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

16. WAIVERS

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor’s signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

East Arkansas Planning & Development
District

City of XXXXXXXX

Melissa Rivers
Executive Director

Mayor XXXXXXXX

Date

Date



Legislation Details (With Text)

File #: RES-16:061 **Version:** 1 **Name:** Application for 2016 ATCMTD Grant
Type: Resolution **Status:** Recommended to Council
File created: 5/4/2016 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR 2016 ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGY DEPLOYMENT INITIATIVE (ATCMTD) GRANT IN REQUESTING FUNDS FOR THE JONESBORO URBANIZED AREA INTELLIGIENT TECHNOLOGY TRAFFIC SYSTEM PROJECT
Sponsors: Grants, Engineering
Indexes: Grant
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/11/2016	1	Finance & Administration Council Committee		

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR 2016 ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGY DEPLOYMENT INITIATIVE (ATCMTD) GRANT IN REQUESTING FUNDS FOR THE JONESBORO URBANIZED AREA INTELLIGIENT TECHNOLOGY TRAFFIC SYSTEM PROJECT

WHEREAS, the application process is now open and is accepting proposals for the Department of Transportation ATCMTD Grant for 2016; and

WHEREAS, the City of Jonesboro has proposed to implement the Opticom IR Traffic System, including all hardware and battery backups, communication upgrades (fiber optics and ethernet radios) and adaptive traffic flow hardware and software systems for the cities of Jonesboro and Brookland (co-applicant); and

WHEREAS, the Advanced Transportation and Congestion Management Technology Deployment Grant will provide up to 50% of Federal-aid in the overall implementation of the project through the U.S. Department of Transportation and requires a 50% local match (cash and in-kind contributions) from all applicants; and

WHEREAS, the City of Jonesboro is requesting funds for \$2,620,000 in our application to the U.S. Department of Transportation for the contractors, materials, installation, and oversight of said project.

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

Section 1: The Jonesboro City Council supports the submission of the application to the 2016 ATCMTD Grant for the technological traffic improvement to the existing traffic infrastructure for the Jonesboro Urbanized Area.

Section 2: The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized to sign all necessary documents for submission of this said grant application.



Legislation Details (With Text)

File #:	ORD-16:026	Version:	1	Name:	2015 budget cleanup ordinance
Type:	Ordinance	Status:		Status:	First Reading
File created:	5/5/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE AMENDING THE 2015 BUDGET ORDINANCE FOR THE CITY OF JONESBORO				
Sponsors:	Finance				
Indexes:	Budget amendment				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
5/11/2016	1	Finance & Administration Council Committee		

AN ORDINANCE AMENDING THE 2015 BUDGET ORDINANCE FOR THE CITY OF JONESBORO
BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION 1: Budget Ordinance #ORD-14:074 adopted December 29, 2014, as amended during 2016 is further amended by the increase in budget expenditures as follows:

Fire Department in the amount of 398,600.
Building Maintenance in the amount of 20,500.
Fire Act Department in the amount of 2,000.
Parks Department in the amount of 101,500.
Softball Department in the amount of 5,200.
Cemetery Care Department in the amount of 11,500.
General Administrative Department in the amount of 73,100.
E911 Department in the amount of 4,200.
CCI Department in the amount of 5,800.
Cemetery Fund in the amount of 3,900.
Miracle League Fund in the amount of \$85,700.

SECTION 2: This ordinance being necessary for the financial continuity of the City of Jonesboro is hereby declared to be an emergency and shall take effect from and after its passage.



Legislation Details (With Text)

File #: ORD-16:027 **Version:** 1 **Name:** Rezoning at 1406 and 1410 East Highland
Type: Ordinance **Status:** First Reading
File created: 5/11/2016 **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-1 TO C-4 LUO FOR PROPERTY LOCATED AT 1400-1410 EAST HIGHLAND AS REQUESTED BY ROUNDTABLE HOLDINGS, LLC
Sponsors:
Indexes: Rezoning
Code sections:
Attachments: [Plat](#)
[Planning Dept. Staff 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 JONESBORO, ARKANSAS:

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

FROM: Residential, R-1
 TO: Commercial, C-4, L.U.O.

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

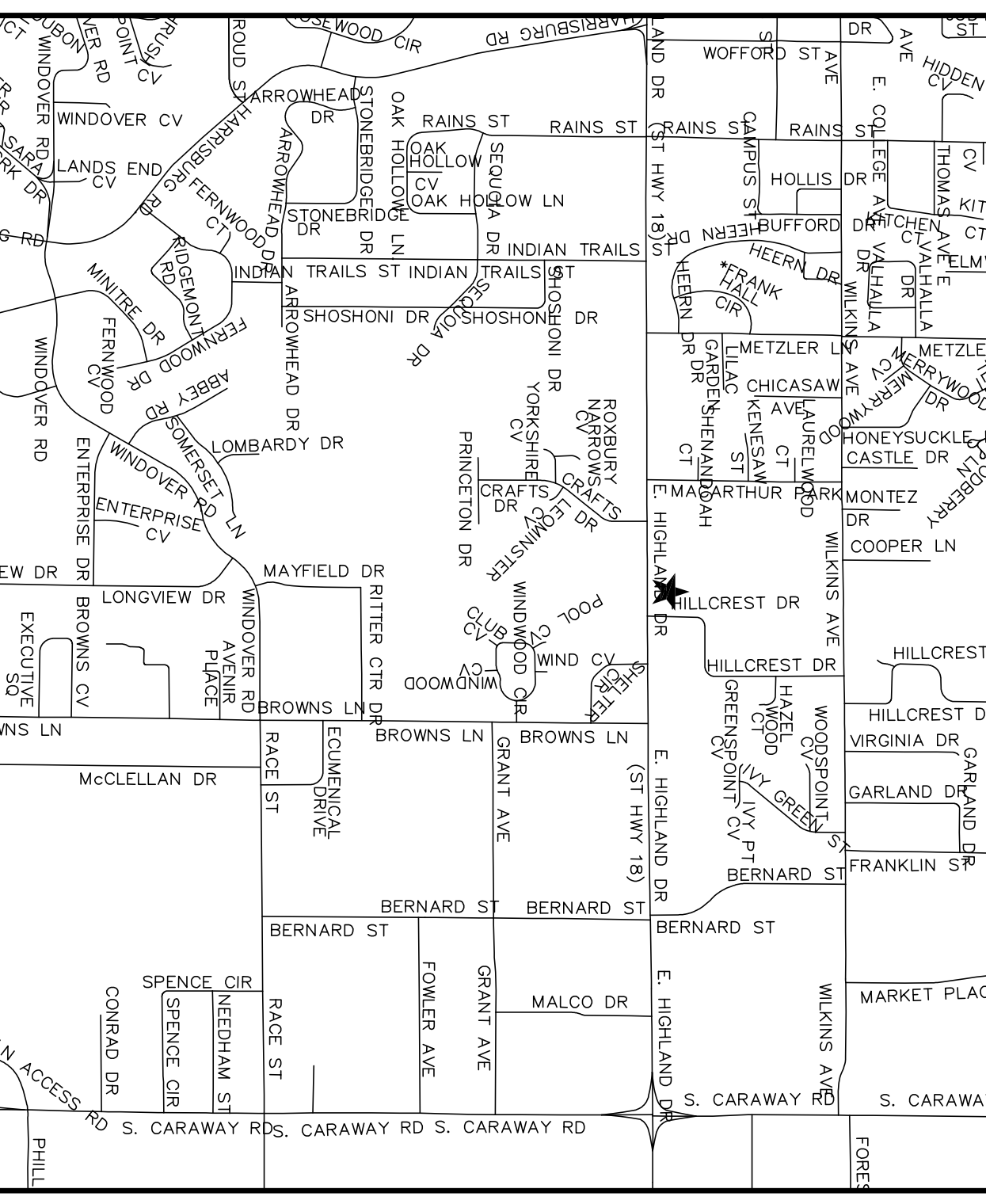
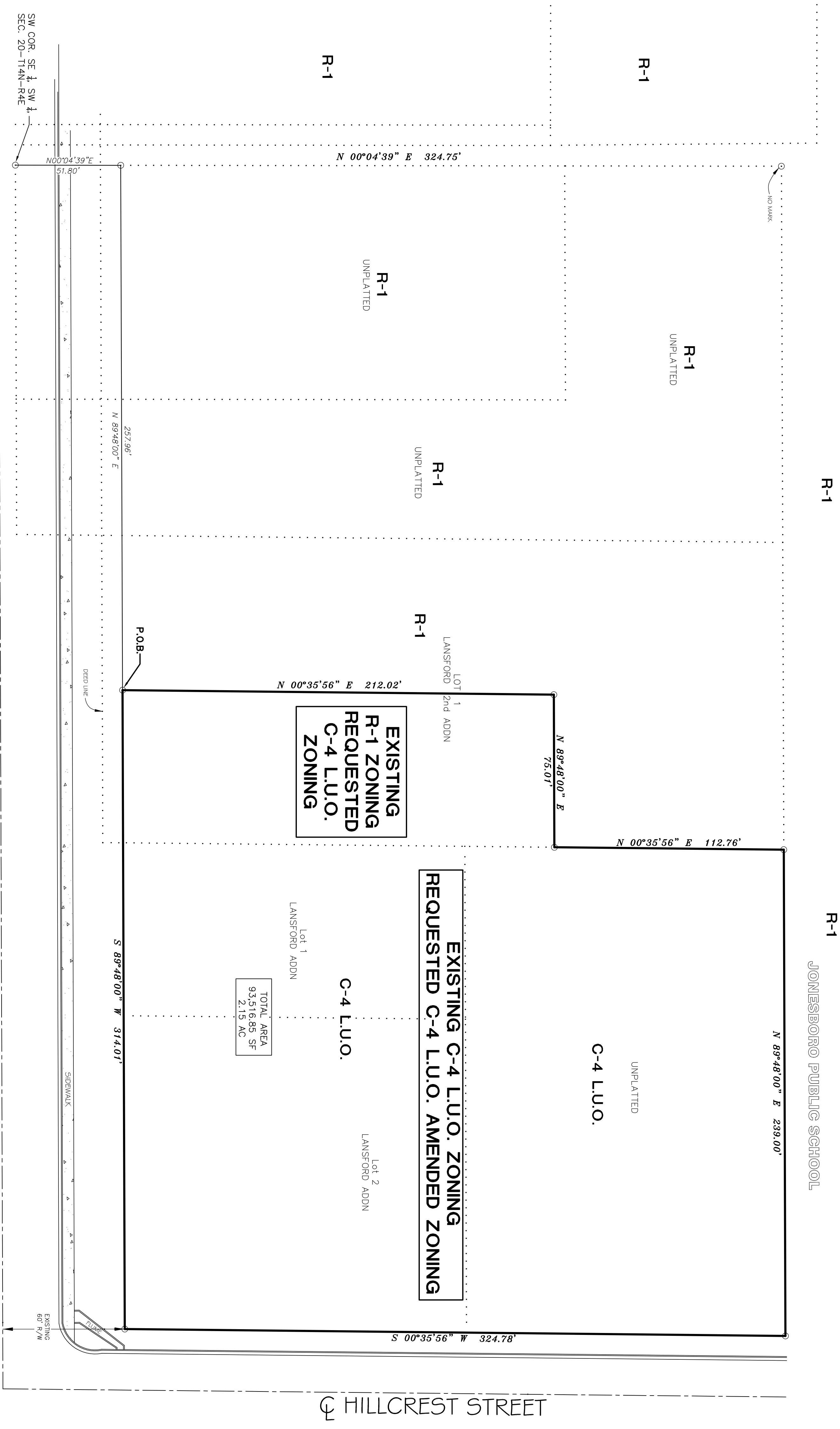
Lots One and Two of Lansford Addition to the City of Jonesboro, Craighead County, Arkansas; A part of Lot 1 of Lansford Second Addition to the City of Jonesboro, Craighead County, Arkansas and a part of Section 20, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows:

From the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 20; run N00° 04'39"E a distance of 51.80 ft. to a point; thence N89°48'00"E a distance of 257.96 ft. to the POINT OF BEGINNING; thence N00°35'56"E a distance of 212.02 ft. to a point; thence N89°48'00"E a distance of 75.01 ft. to a point; thence N00°35'56"E a distance of 112.76 ft. to a point; thence N89°48'00"E a distance of 239.00 ft. to a point; thence S00°35'56"W a distance of 324.78 ft. to a point; thence S89°48'00"W a distance of 314.01 ft. to a point, said point being the POINT OF BEGINNING, containing 2.15 acres, and being subject to any easements of record.

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.
- 2) Adequate visual screening shall be provided to buffer all surrounding residential uses remaining.
- 3) If and when possible, consolidated curb cuts shall be adhered to and from the site, to allow cross access to other adjacent future developed neighboring tracts of land.
- 4) A replat shall be required and must comply with the Master Street Plan.
- 5) The uses shall be limited to Automated Teller Machine, Bank or Financial Institution, Medical Service or Office, Office/General, Retail and Retail/Service, Restaurant General and Fast Food with outward residential appearance waived, and Parking.



- NOTES.**
- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
 - 2) THE CLOSEST PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 5000.000'.
 - 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED, PREVIOUS SURVEYS AND OUR OWN RESEARCH AT THE COURTHOUSE.
 - 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
 - 5) FLOOD PLANS: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAN PER COMMUNITY PLAN NO. 0503100132 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAN, PER THE MAP REFERENCED ABOVE.
 - 6) SETBACKS: C-3 L.U.O. (25' FRONT; 20' REAR; 10' SIDE)
R-1 (25' FRONT AND REAR; 7.5' SIDE)

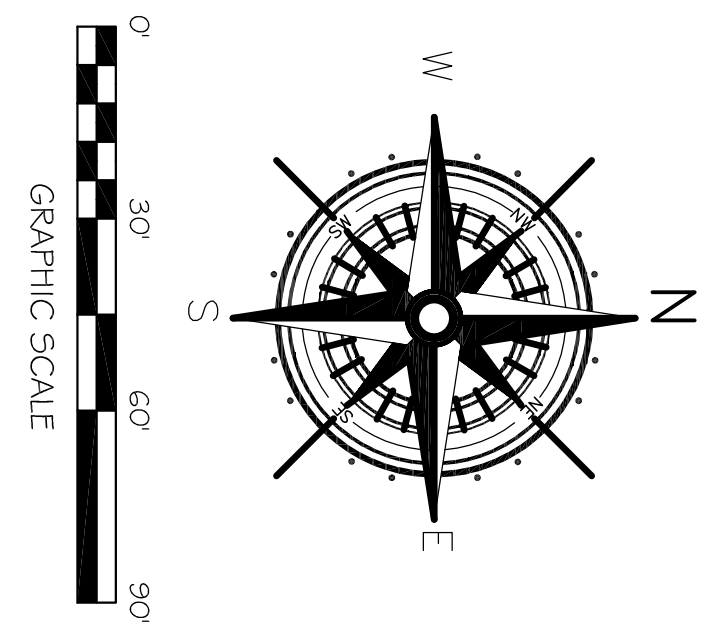
NOTES.

LEGAL DESCRIPTION

Lots One and Two of Lanford Addition to the City of Jonesboro, Craighead County, Arkansas. A part of lot 1 of Lanford Second Addition to the City of Jonesboro, Craighead County, Arkansas and a part of Section 20, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows: From the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 20: a distance of 51.80 ft. to a point; hence N89°48'00"E a distance of 257.96 ft. to the POINT OF BEGINNING; hence N00°35'56"E a distance of 212.02 ft. to a point; hence N89°48'00"E a distance of 75.01 ft. to a point; hence N00°35'56"E a distance of 112.76 ft. to a point; hence N89°48'00"E a distance of 239.00 ft. to a point; hence S00°35'56"W a distance of 324.78 ft. to a point; hence S89°48'00"W a distance of 314.01 ft. to a point, said point being the Point of Beginning, containing 2.15 acres, and being subject to any assessments of record.

CERTIFICATE OF SURVEY:

To all parties interested in Title to these premises: I hereby certify, that I am a duly Licensed Professional Engineer in the State of Arkansas, and that the plat as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established: the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.



	<p>REZONING PLAT EAST HIGHLAND AVE. JONESBORO, ARKANSAS FOR ROUNDTABLE HOLDINGS, LLC</p>	ENGINEERS	PLANNERS	SURVEYORS	Date 04-18-16	Scale 1"=30'	Job No. 116027	Sheet No. 1 of 1
						Section 20	Township 14N	Range 04E
203 Southwest Dr.-Jonesboro, AR-(870)932-7880-www.civilogic.net					Drawn By: RE	Checked by: GH	© 2016, Civilogic	

City of Jonesboro City Council
Staff Report – RZ 16-07: 1410 E. Highland Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on May 17, 2016

REQUEST: To consider a rezoning of the land containing 2.15 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from "R-1" Single Family Residential to "C-4, L.U.O" Neighborhood Commercial District.

A request to consider recommendation to Council for a rezoning of a previously approved "C-4 L.U.O" amendment.

APPLICANT/ OWNER: Roundtable Holdings, LLC 3410 E. Johnson Ave. Suite "H" Jonesboro, AR

LOCATION: 1400 – 1410 East Highland Dr. Jonesboro, AR

SITE *Tract Size:* Approx.: 2.15 +/- Acres (93,517 Sq FT.)

DESCRIPTION: *Frontage:* 314.01 Ft. along Highland Dr./ 324.78 Ft. along Hillcrest St.

Topography: Downward sloping and flat

Existing Development: Currently a vacated fuel station

SURROUNDING CONDITIONS:

ZONE

North: R-1
 South: C-4 L.U.O
 East: C-4
 West: R-1

LAND USE

Hillcrest Visual and Performing Arts School
 Undeveloped
 Iberia Bank
 Single-Family Residential

HISTORY: Property rezoned by Council on August 6, 2013 as C-4 L.U.O. with Conditions

ZONING ANALYSIS:

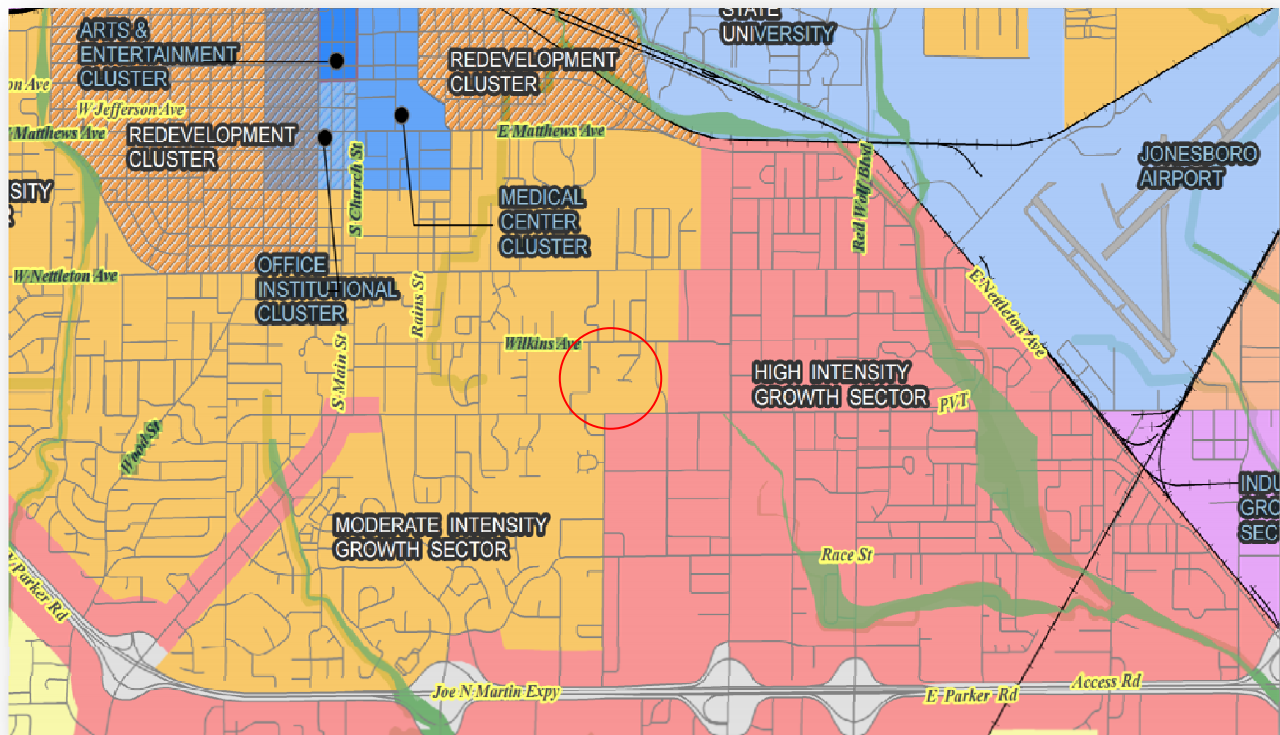
City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP:

The Current/Future Land Use Map recommends this location as a High Intensity Growth Sector (Special Overall District Only). With the 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.

High Intensity Recommended Use Types Include:

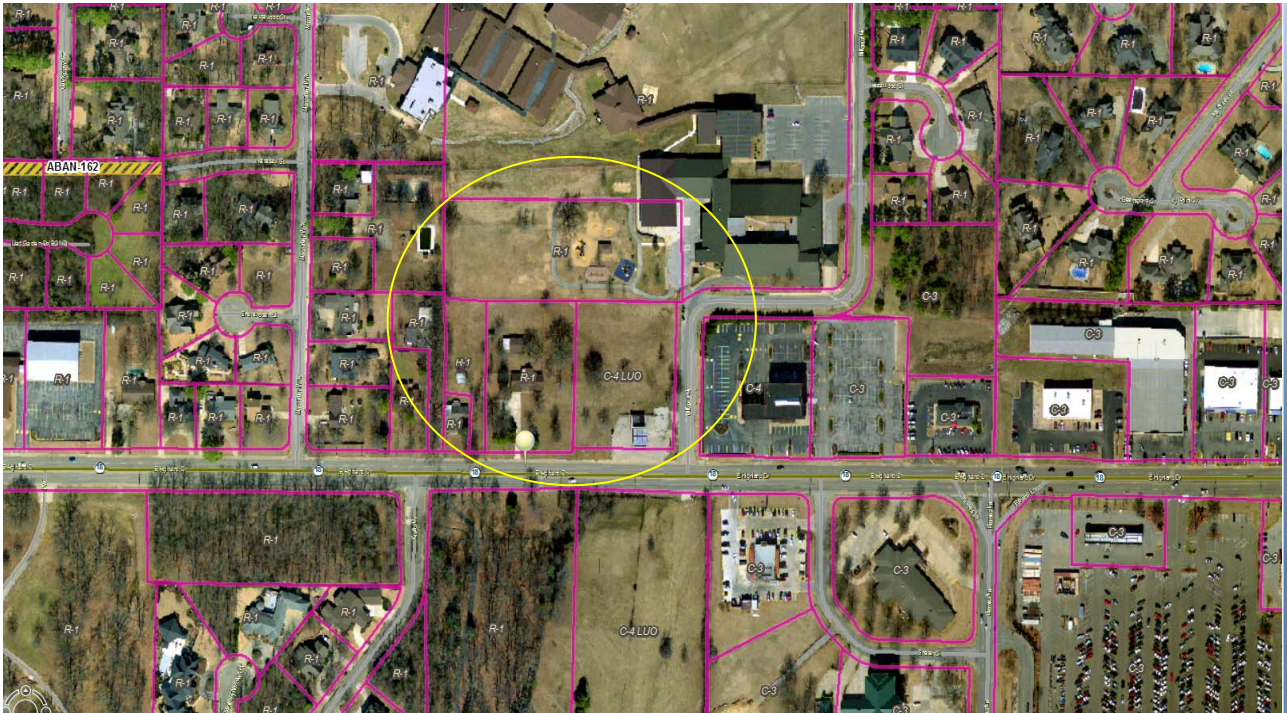
- *Regional Shopping Centers*
- *Automotive Dealerships*
- *Outdoor Display Retail*
- *Fast Food Restaurants*
- *Multi-Family*
- *Service Stations*
- *Commercial and Office*
- *Call Centers*
- *Research and Development*
- *Medical*
- *Banks*
- *Big Box Commercial*
- *Hotel*



Land Use Map

Master Street Plan








The subject project site is served by Highland Drive, categorized as a Principal Arterial on the Jonesboro Master Street Plan. The applicant will be required to adhere to the Master Street Plan recommendations.



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 list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed rezoning is consistent with the Adopted Land Use Plan, which is recommended as Moderate Intensity Growth Sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal achieves consistency with the purpose of Chapter 117. The applicant proposes to rezone the property to “C-4” L.U.O so they can open a restaurant. The current zoning does not allow them to do that.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved. Similar zoning exist in the region. This is a commercial district with other restaurants and banks already located next to and across the street from the property.	
(d) Suitability of the subject property for the uses to which it has been restricted without the amendment;	The owners are wanting to develop the property with supportive retail restaurant, however due to Corporate Design Requirements/Imagery/Branding.	
(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	The applicant has stated that there would be no negative impact on nearby 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	The property is undeveloped with the exception of an old nonconforming use gas station that is no longer open. The land was zoned R-1 and C-4 L.U.O at the time of purchase by the applicant.	
(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	The applicant has stated that there would be no negative impact on nearby property.	

The Applicant specified the allowable uses as: *Automated teller machine, bank or financial institution, medical service or office, office/general, retail and retail/service Restaurant General & Fast, with outward residential appearance waived, and Parking.*

STAFF FINDINGS:

APPLICANTS PURPOSE:

The applicant is requesting approval of rezoning that will promote a commercial use of the subject property. With recent commercial growth in this area, this tract is a premier location for commercial development. The site is no longer conducive to single family development due to the expanse and variation of commercial development.

ZONING CODE ANALYSIS:

The applicant proposes to rezoning additional land associated with the parent parcel under the subject C-4 Neighborhood Commercial District at a width of 75 ft. The original single family is not a set to be razed at this time, however Staff cautions that sufficient setback to the new west boundary to that structure needs to be coordinated. Otherwise some form of building setback variance may be needed.

Below is the permitted use table excerpt, which depicts the various uses allowed by-right or as a Conditional Use application. By default a number of the uses will not be allowed merely because of required size/space and minimal lot/bulk setback regulations. The applicant has proposed a rezoning to C-4 L.U.O. Staff has listed the permitted uses to be allowed within the development as follows:

Chapter 117 of the City Code of Ordinances/Zoning defines C-4/ Neighborhood Commercial District as follows:

Definition of C-4, Neighborhood Commercial District. This district provides for limited retail trade and services designed to serve adjacent residential neighborhoods, usually of a high or medium density character. Such districts should generally be limited to collector or arterial street locations or other carefully selected areas. Buildings are to be of residential character regarding outward appearance.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	Reported no issues.	
Fire Department	Reported no issues.	
MPO	Reported no issues.	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	

Zoning Code Allowable Uses:

The City of Jonesboro Zoning Resolution includes a list of permitted uses within C-4 Districts as follows. 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:

List of C-4 Commercial Uses	C-4 Neighborhood Commercial District	List of C-4 Commercial Uses	C-4 Neighborhood Commercial District
Civic and Commercial Uses		Civic and Commercial Uses	
Animal care, general	C	Museum	P
Animal care, limited	P	Nursing home	P
Automated teller machine	P	Office, general	P
Bank or financial institution	P	Parks and recreation	P
Bed and breakfast	P	Post office	P
Carwash	C	Recreation/Entertainment Indoor	C
Cemetery	P	Recreation/Entertainment Outdoor	C
Church	P	Restaurant, fast-food	C
College or university	P	Restaurant, general	P
Communication Tower	C	Retail/service	C
Convenience store	P	Safety services	P
Day care, limited (family home)	P	School, elementary, middle and high	P
Day care, general	P	Service station	C
Funeral home	C	Sign, off-premises	C
Golf course	P	Utility, major	C
Government service	P	Utility, minor	P
Hospital	P	Vehicle repair, limited	C
Library	P	Vocational school	C
Medical service/office	P		

RECORD OF PROCEEDINGS: Public Hearing Held by the MAPC on May 10, 2016:

Applicant: Mr. George Hamman, Civilogic- Appeared before the Commission noting that he prepared the plat and application, and has been through the staff report, and they do not find anything that we opposed- with the exception of Condition Number 2.

Mr. Hamman gave case history: Noting that the bulk of this property was rezoned in 2013. The same lady owned all three properties including the convenient store/gas station and the 2 homes to the west. Roundtable Holdings has bought all 3 properties. She originally rezoned this as C-4 Quiet Commercial, and that it would have a residential character to it and she had no intention to move. That's why she requested what she did in 2013. We want to ask MAPC to waive the outward residential appearance of C-4 and include in the list of allowable uses- a restaurant (Newk's). A site plan was shown to show the building location and entrance off of Highland Dr. with possibly a bank to be sited on the corner. We ask that stipulation number 2 be removed and we would work with staff to make sure the plans are completed in accordance.

Mr. Spriggs: The applicant as noted that the rezoning was done in 2013. Mr. Spriggs made reference to the Ordinance of 2013 attached to the agenda. The acreage that is added is 75 ft. to the west of the original land to be used for parking as shown on the layout. We are requested to modify the stipulations of the original ordinance and the question was the *residential appearance*. Newk's has branding requirements and architectural criteria; therefore, it would be difficult to improve the property with a *residential appearance*. The scale of the use would still be residential at 1-story in height. This layout could be attached as approved contingent of Council approving this amendment and zone amendment.

Mr. Spriggs added: The Land Use Plan recommendation of Moderate Intensity Growth Sector is in compliance. The use would fit into that character area. This would be considered a quiet type Commercial use. The Master Street Plan would have to be complied with. No other department or agencies have noted issues with this rezoning. There were questions raised by the School system to assure no hardship is imposed on the student drop/off and pick up. That would need to be coordinated. The six conditions were read (Number 2 was excluded). Any parking lots would have to screen any residential to remain to the west. Access management controls need to be implemented.

Public Input: None.

Mr. Kelton asked in lieu of excluding condition No. 2, what is the size of the building. **Mr. Hamman:** Square footage for Newk's will be 4,450 Sq. Ft., a little smaller than the other location northeast of town in addition to the bank use on the corner lot.

Mr. Bailey made a motion to approve the rezoning and recommend approval to Council with the noted conditions and any site plan changes would come back to the MAPC; Seconded by **Mr. Stipling**.

Roll Call Vote: 8-0 Approval. Mr. Hoelscher- Aye; Mr. Bailey- Aye; Mr. Stripling- Aye; Mr. Kelton- Aye; Scurlock- Aye; Mr. Reece- Aye; Mr. Cooper- Aye; Mr. Perkins- Aye; Mr. Roberts was chair.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 16-07 a request to modify the original “C-4” L.U.O. restriction of residential face, while maintaining residential in mass and scale and to rezoning rezone the adjacent tract from “R-1” Single Family to “C-4”, L.U.O., General Commercial District, Limited Use Overlay; the following conditions are recommended:

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.
2. Adequate visual screening shall be provided to buffer all surrounding residential uses remaining.
3. If and when possible, consolidated curb cuts shall be adhered to and from the site, to allow cross access to other adjacent future developed neighboring tracts of land.
4. A replat shall be required and must comply with the master street plan.
5. Uses shall be limited to automated teller machine, bank or financial institution, medical service or office, office/general, retail and retail/service Restaurant General & Fast with outward residential appearance waived, and Parking.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director



View looking west on Highland toward Site



View looking west on Highland toward Site



View looking west on Highland toward Site



View looking west on Highland toward Site



View looking west on Highland at Site



View looking west on Highland, Site on Right



View looking North from Highland onto Site



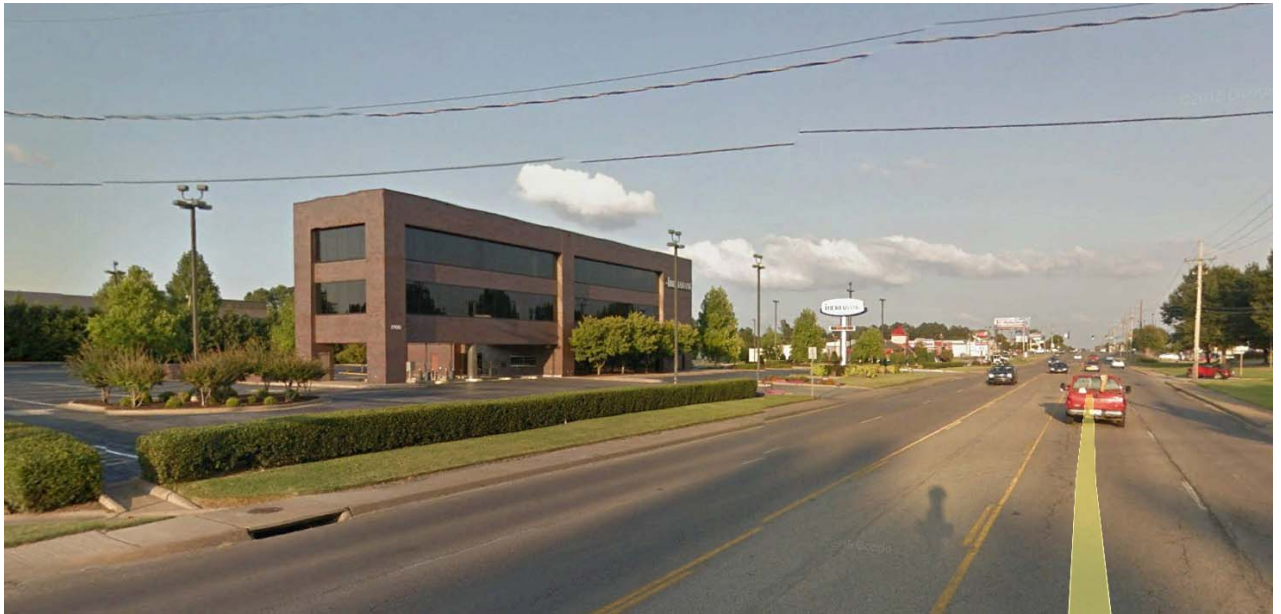
View looking Southeast across Highland from Site



View looking across Highland from Site



View looking North along Hillcrest Dr. at School



View looking East



View looking West



View from Site looking South



View looking North at Site



Legislation Details (With Text)

File #: ORD-16:028 **Version:** 1 **Name:** Rezoning at 1822 Old Greensboro Road
Type: Ordinance **Status:** First Reading
File created: 5/11/2016 **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-1 TO C-3 LUO FOR PROPERTY LOCATED AT 1822 OLD GREENSBORO ROAD AS REQUESTED BY TERRY TROTTER
Sponsors:
Indexes: Rezoning
Code sections:
Attachments: [Plat](#)
[Planning Dept. Staff 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 JONESBORO, ARKANSAS:

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

FROM: Residential, R-1
 TO: Commercial, C-3, L.U.O.

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

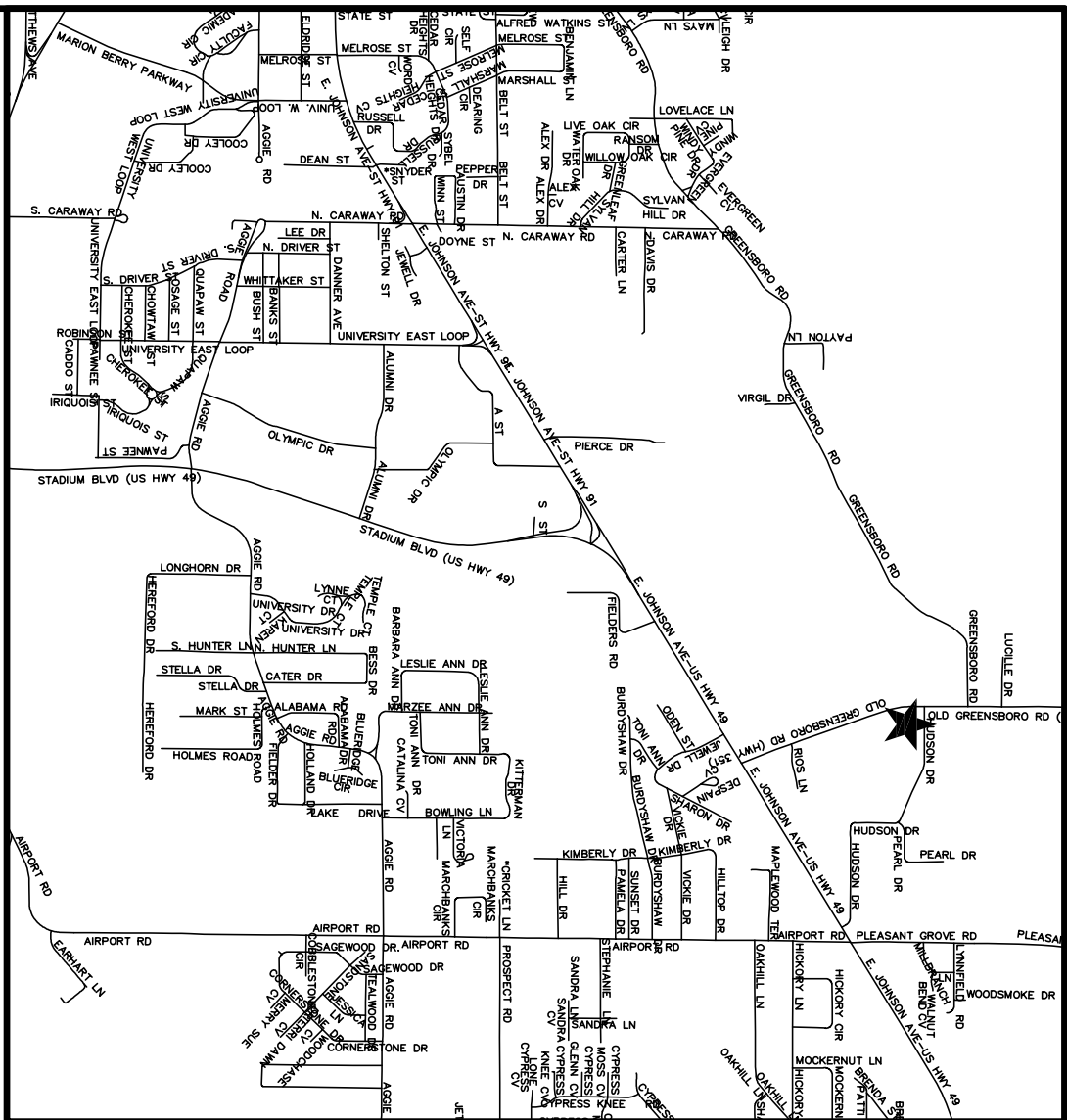
A part of the South Half of the Northwest Quarter of the Northwest Quarter of Section 10, Township 14 North, Range 5 East, Craighead County, Arkansas, being more particularly described as follows:

From the Northwest corner of said Section 10, run S00°27'23"W a distance of 478.50 ft. to a point; thence N89°45'50"E a distance of 64.62 ft. to a point; thence S00°11'41"E a distance of 30.97 ft. to a point on the South right-of-way line of Hudson Drive and the POINT OF BEGINNING; thence N89°28'00"E along said South right-of-way line a distance of 265.07 ft. to a point; thence leaving said right-of-way line, run S00°27'23"W a distance of 481.16 ft. to a point; thence N89°49'55"W a distance of 189.87 ft. to a point on the Easterly right-of-way line of Old Greensboro Road (a.k.a. Highway 351); thence run along said Easterly right-of-way line as follows: N19°20'44"W a distance of 17.27 ft. to a point, N17°20'18"W a distance of 65.04 ft. to a point on a curve, following a curve to the right, said curve having a radius of 953.69 ft., an arc of 315.50 ft., a chord length of 314.06 ft. and a chord bearing of N08°24'46"W to a point, N00°11'41"W a distance of 89.06 ft. to the POINT OF BEGINNING, containing

2.69 acres.

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.
- 2) 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.
- 3) Adequate visual screening shall be provided to buffer all surrounding residential uses remaining.
- 4) If and when possible, consolidated curb cuts shall be adhered to and from the site, to allow cross access to other adjacent future developed neighboring tracts of land.
- 5) The L.U.O shall prohibit the following uses: Airport, Cemetery, Adult Entertainment, Recreational Vehicle Park, Off-Premises Sign (Billboard), Agricultural - Animal.

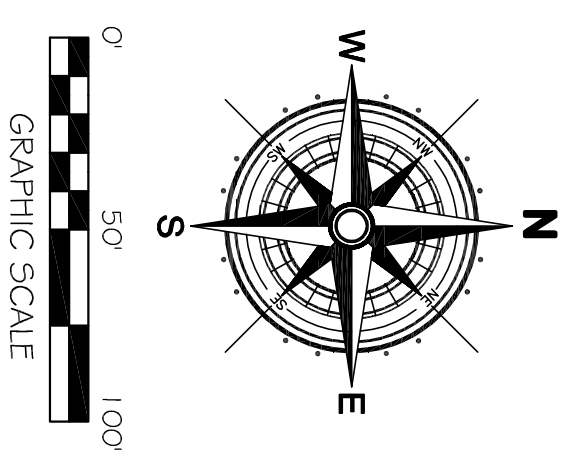
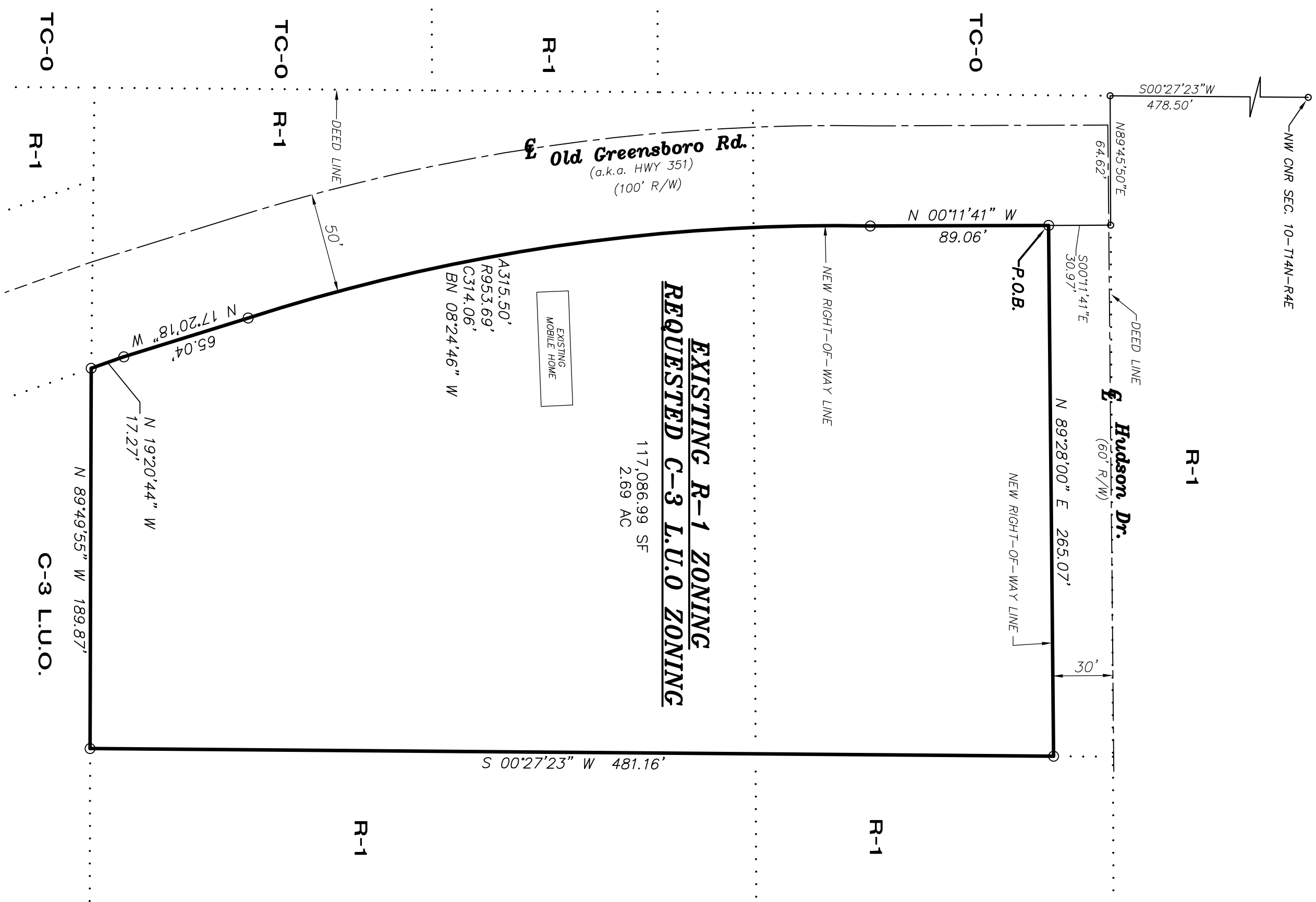


NOTES:

- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
- 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1' IN 500,000."
- 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL OF A LARGER TRACT AND OUR OWN RESEARCH AT THE COURTHOUSE.
- 4) ALL CORNER MONUMENTS SET ARE 3/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) OWNER: TERRY TROTTER
- 6) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0044 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.
- 7) REQUESTED C-3 L.U.O. ZONING REQUIREMENTS:
25' FRONT; 10' SIDE; AND 20' REAR.

LEGAL DESCRIPTION:

A part of the South Half of the Northwest Quarter of the Northwest Quarter of Section 10, Township 14 North, Range 5 East, Craighead County, Arkansas being more particularly described as follows:
From the Northwest corner of said Section 10,
run S00°27'23"W a distance of 478.50 ft. to a point;
thence N89°45'50"E a distance of 64.62 ft. to a point;
thence S00°11'41"E a distance of 30.97 ft. to a point on the South right-of-way line of Hudson Drive and the POINT OF BEGINNING;
thence N89°28'00"E along said South right-of-way line a distance of 265.07 ft. to a point; thence leaving said right-of-way line,
run S00°27'23"W a distance of 481.16 ft. to a point;
thence N89°49'55"W a distance of 189.87 ft. to a point on the Easterly right-of-way line of Old Greensboro Road (a.k.a. Highway 351);
thence run along said Easterly right-of-way line as follows:
N19°20'44"W a distance of 17.27 ft. to a point on a curve,
N17°20'18"W a distance of 65.04 ft. to a point having a radius of 953.69 ft., an arc of 315.50 ft., a chord length of 314.06 ft. and a chord bearing of N08°24'46"W to a point,
N00°11'41"W a distance of 89.06 ft. to the POINT OF BEGINNING, containing 2.69 acres.



CERTIFICATE OF SURVEY:

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established; the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

	REZONING PLAT	1822 OLD GREENSBORO RD.	JONESBORO, ARKANSAS	FOR	TERRY TROTTER	ENGINEERS PLANNERS SURVEYORS	Drawn By: RE	Checked by: GH	Date 04-14-16	Scale 1"=50'	Job No. 116051	Sheet No. 1 of 1	
	Civilogic						203 Southwest Dr.-Jonesboro, AR-(870)932-7880-www.civilogic.net						
	© 2016, Civilogic						ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES						

City of Jonesboro City Council
Staff Report – RZ 16-06: 1822 Old Greensboro Road Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on May 17, 2016

REQUEST: To consider a rezoning of one tract of land containing 2.69 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from R-1 Single-Family Residential District to a “C-3” General Commercial District, L.U.O..

**APPLICANTS/
OWNER:** Terry Trotter 5 White Buffalo Trace Cherokee Village, AR 72529

LOCATION: 1822 Old Greensboro Road, Jonesboro AR 72401

**SITE
DESCRIPTION:** **Tract Size:** Approx. +/- 2.69 Acres
Street Frontage: 486.87 Ft. along Old Greensboro Rd, 265.07 Ft. along Hudson Dr.
Topography: Mostly wooded, property drains to the northwest, southwest, and east.
Existing Development: This site is currently undeveloped and contains one manufactured home.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North- R-1	Single Family, Undeveloped
South- C-3	General Commercial Limited Use Overlay
East- R-1	Single Family, Undeveloped
West- R-1, TC-0	Residential, Single-Family, and TC-0 Undeveloped to date

HISTORY: None

ZONING ANALYSIS:

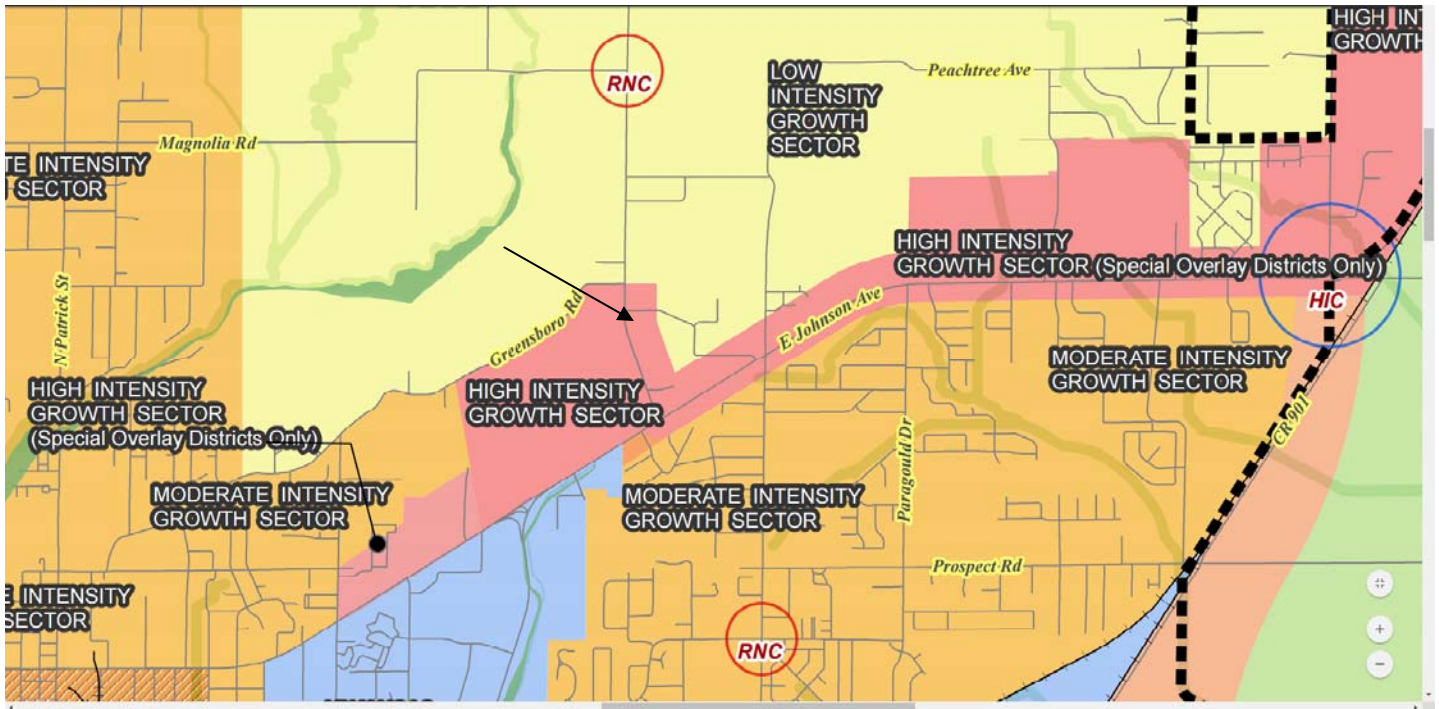
City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP:

The Current/Future Land Use Map recommends this location as a High Intensity Growth Sector (Special Overall District Only). With the 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.

High Intensity Recommended Use Types Include:

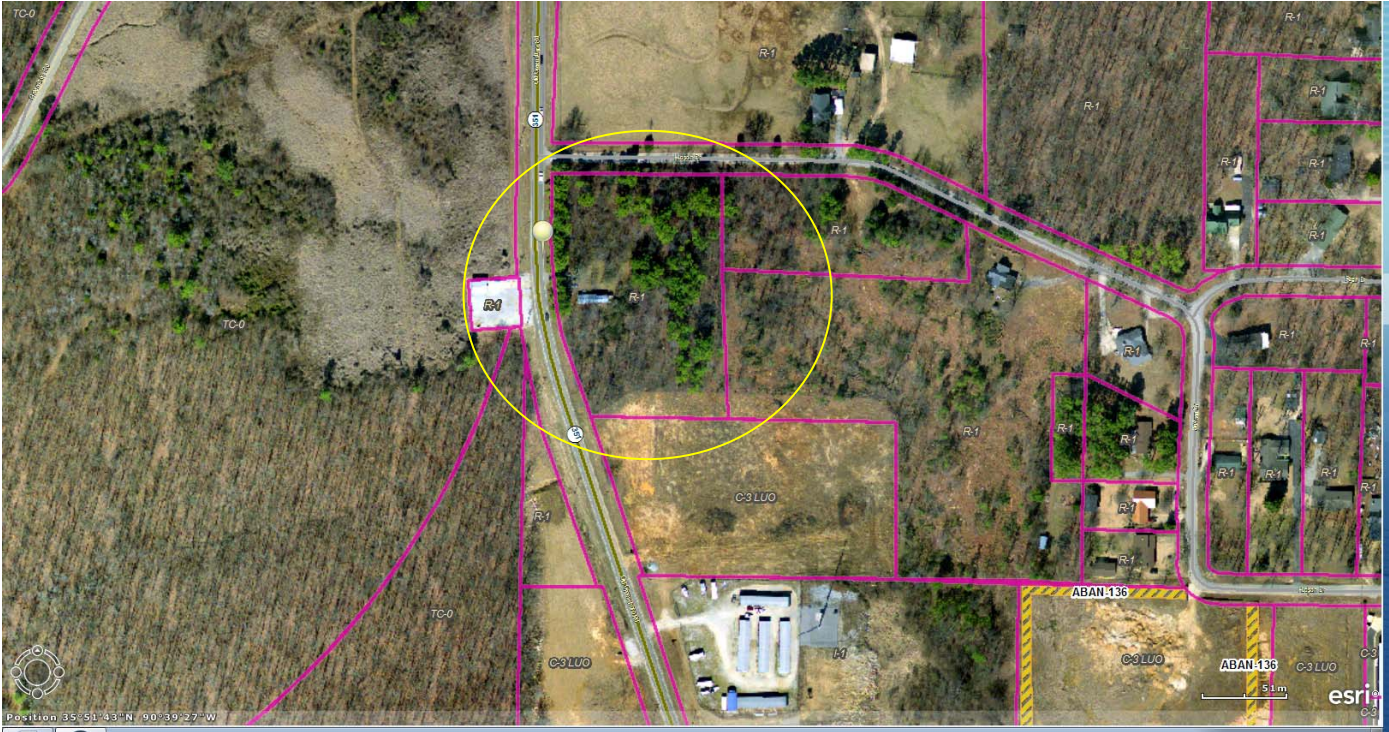
- Regional Shopping Centers
- Automotive Dealerships
- Outdoor Display Retail
- Fast Food Restaurants
- Multi-Family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel



Land Use Map

Master Street Plan/Transportation

The subject property is served by Old Greensboro Road (Hwy 351) and Hudson Drive. Old Greensboro Road is classified on the Master Street Plan as a proposed Principal Arterial. The applicant will be required to adhere to the Master Street Plan recommendations.



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 list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan, which was categorized as a High Intensity Growth Sector (Special Overall District Only) the applicants as requested a limited use overlay district.	
(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-3 District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering there are already new and old businesses located in this area.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	There are other commercial developments in the area. However, without the proposed zoning map amendment for this lot, the applicant will not be able to develop land for commercial use. Probability of new residential homes on the tract of land is very slim.	
(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;	No detrimental or adverse impacts are predicted, if proper assess management controls are implemented, buffering and screening for adjacent residential to remain, and limitation of incompatible uses adjacent to residential.	
(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	The property has been vacant and undeveloped for several years – with the exception of one manufactured home.	
(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	No detrimental or adverse impacts are predicted, if proper assess management controls are implemented, buffering and screening for adjacent residential, and limitation of incompatible uses to residential.	

The Applicant specified the prohibited uses as Adult Entertainment, Airport, Cemetery, Recreational Vehicle Park, Off-premises Sign (Billboard), Agricultural/Animal for site.

Staff Findings:

Applicant’s Purpose

The proposed area is currently classified as an R-1 Single-family residential zone. Located at 1822 Old Greensboro Road (351), this area already has some commercial and industrial development along the corridor. This location would make an ideal location for other businesses. The applicant requests that this area be rezoned for additional commercial development.

Rezoning this property is consistent with the *Jonesboro Comprehensive Land Use Plan*. Rezoning makes sense considering there are already commercial businesses located in the area along with other development and growth trends in this sector. Under the current zoning classification, the applicant cannot develop this property for commercial businesses. As far as records reflect, this property has always been vacant with the exception of one manufactured home. Rezoning this property would positively impact the community, especially in terms of curb appeal and economic development. According to the applicant, the proposed development would most likely begin upon approval of the site-specific plans.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3/General Commercial Districts as follows:

Definition of C-3 General Commercial Districts - The purpose of a C-3 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 groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	Reported no issues.	
Fire Department	Reported no issues.	
MPO	Reported no issues.	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	

Zoning Code Allowable Uses:

The City of Jonesboro Zoning Resolution includes a list of permitted uses within C-3 Districts as follows (Note the highlighted uses in yellow are suggested to be prohibited due to adverse impacts on the surrounding area.) 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:

List of Commercial Uses		C-3 General Commercial	List of Commercial Uses		C-3 General Commercial
<i>Civic and commercial uses</i>			<i>Civic and commercial uses</i>		
	Animal care, general	Permitted		Nursing home	Permitted
	Animal care, limited	Permitted		Office, general	Permitted
	Auditorium or stadium	Conditional		Parking lot, commercial	Permitted
	Automated teller machine	Permitted		Parks and recreation	Permitted
	Bank or financial institution	Permitted		Pawn shops	Permitted
	Bed and breakfast	Permitted		Post office	Permitted
	Carwash	Permitted		Recreation/entertainment, indoor	Permitted
	Cemetery	Permitted		Recreation/entertainment, outdoor	Permitted
	Church	Permitted		Recreational vehicle park	Permitted
	College or university	Permitted		Restaurant, fast-food	Permitted
	Communication tower	Conditional		Restaurant, general	Permitted
	Warehouse, residential (mini) storage	Conditional		Retail/service	Permitted
	Convenience store	Permitted		Safety services	Permitted
	Day care, limited (family home)	Permitted		School, elementary, middle and high	Permitted
	Day care, general	Permitted		Service station	Permitted
	Entertainment, adult	Conditional		Sign, off-premises*	Permitted
	Funeral home	Permitted		Utility, major	Conditional
	Golf course	Permitted		Utility, minor	Permitted
	Government service	Permitted		Vehicle and equipment sales	Permitted
	Hospital	Permitted		Vehicle repair, general	Permitted
	Hotel or motel	Permitted		Vehicle repair, limited	Permitted
	Library	Permitted		Vocational school	Permitted
	Medical service/office	Permitted			
	Museum	Permitted	<i>Industrial, manufacturing and extractive uses</i>		
<i>Agricultural uses</i>				Freight terminal	Conditional
	Agriculture, animal	Conditional		Research services	Conditional
	Agriculture, farmers market	Permitted			

RECORD OF PROCEEDINGS: Public Hearing Held by the MAPC on May 10, 2016:

Applicant: **Mr. George Hamman**, Civilogic- Appeared before the Commission noting that he prepared the plat and application, and has gone through the staff report and found nothing that they are opposed to.

Staff: **Mr. Spriggs** gave staff summary comments, noting the surrounding conditions. The criteria for rezoning were evaluated, and the proposed rezoning is found to be consistent with the Comprehensive Land Use Plan (High Intensity Growth Sector) and the full list of criteria. Examples of recommended uses were read. This area is in a redevelopment stage, and rezoning/ new development has occurred to the immediate south, and Greensboro Village will be developed to the west. The Master Street Plan recommends Greensboro Rd./Hwy. 351 as a Principal Arterial, which has to be complied with. Access management, buffering and screening of the residential uses to remain must be addressed. The MAPC would have to review and approve a site plan which will deal with all of those issues. Mr. Spriggs presented the list of C-3 uses was described and an exclusion list was noted: Adult Entertainment, airport, cemetery, recreational RV Park, and animal agricultural. The recommended Staff Conditions were read.

Public Input: None.

Mr. Trotter, Owner noted that this property is part of the family home place. We wanted to get it rezoned it, because the area is commercial. And we thought this would be reasonable and that it would be put into the plan of the area.

Mr. Reece noted that he is familiar with this home site and has watched the commercial redevelopment in the area, and this will be the best use of the home.

Commission Action:

Mr. Perkins made a motion to approve and make recommendation to Council with the noted conditions; Seconded by **Mr. Cooper**.

Roll Call Vote: 8-0 Approval. Mr. Hoelscher- Aye; Mr. Bailey- Aye; Mr. Stripling- Aye; Mr. Kelton- Aye; Scurlock- Aye; Mr. Reece- Aye; Mr. Cooper- Aye; Mr. Perkins- Aye; Mr. Roberts was chair.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be approved based on the above observations and criteria of Case RZ 16-06 a request to rezone property from “R-1” Single-Family Residential to “C-3” General Commercial District, Limited Use Overlay; the following conditions are recommended:

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.
2. 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.
3. Adequate visual screening shall be provided to buffer all surrounding residential uses remaining.
4. If and when possible, consolidated curb cuts shall be adhered to and from the site, to allow cross access to other adjacent future developed neighboring tracts of land.
5. The following uses shall be prohibited:
 - Airport
 - Cemetery
 - Entertainment, Adult
 - Recreational Vehicle Park
 - Off Premises Sign (Billboard)
 - Agricultural, Animal

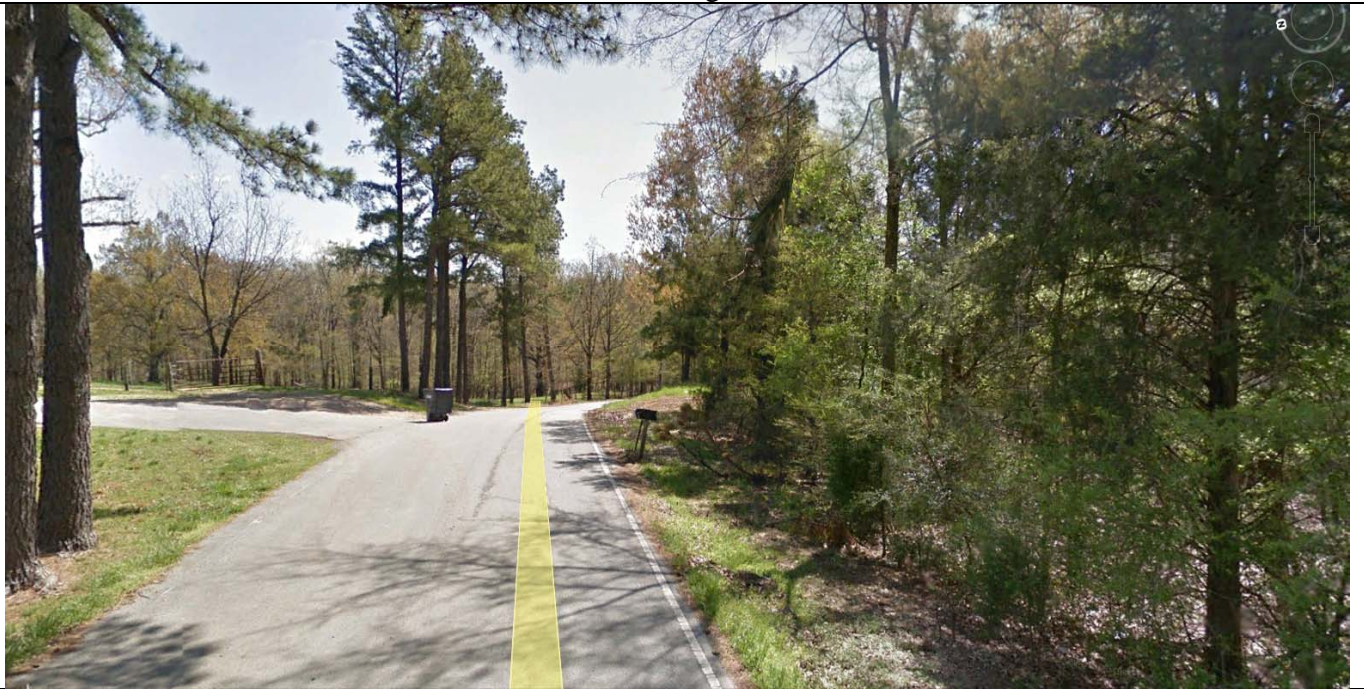
Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director



View looking North



View Looking East



View looking South



View looking West



Legislation Details (With Text)

File #: RES-16:063 **Version:** 1 **Name:** Set a public hearing to abandon an undeveloped, erroneous easement in Lot 9 of Windover Gardens

Type: Resolution **Status:** Recommended to Council

File created: 5/9/2016 **In control:** City Council

On agenda: **Final action:**

Title: RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED, ERRONEOUS EASEMENT IN LOT 9 OF WINDOVER GARDENS AS REQUESTED BY GUY PATTESON

Sponsors:

Indexes: Abandonment, Public hearing

Code sections:

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

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF AN UNDEVELOPED, ERRONEOUS EASEMENT IN LOT 9 OF WINDOVER GARDENS AS REQUESTED BY GUY PATTESON

WHEREAS, Guy Patteson, has filed a petition with the City Clerk of the City of Jonesboro, Arkansas, requesting that the City abandon and vacate an undeveloped, erroneous easement in:

A 16.5 FEET SWB EASEMENT CROSSING LOT 9 AS SHOWN ON WINDOVER GARDENS PLAT RECORDED IN PLAT BOOK B, AT PAGE 110 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 easement 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 A PORTION OF UNUSED AND ERRONEOUS 16.5 FOOT SOUTHWESTERN BELL EASEMENT,

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

A 16.5 FEET SWB EASEMENT CROSSING LOT 9 AS SHOWN ON WINDOVER GARDENS PLAT RECORDED IN PLAT BOOK B, AT PAGE 110 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 easement described above closed and abandoned.

Dated this 6th day of May, 2016

PROPERTY OWNER NAME AND ADDRESS

Hillpoint Development
2912 Longview Drive
Jonesboro, AR 72401

Guy Pattenon #1, Sec. 5-6-16

Guy Pattenon Date

State ARKANSAS

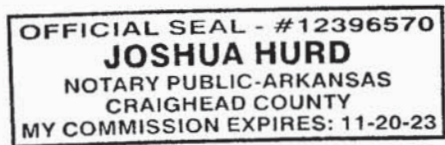
County CRAIGHEAD

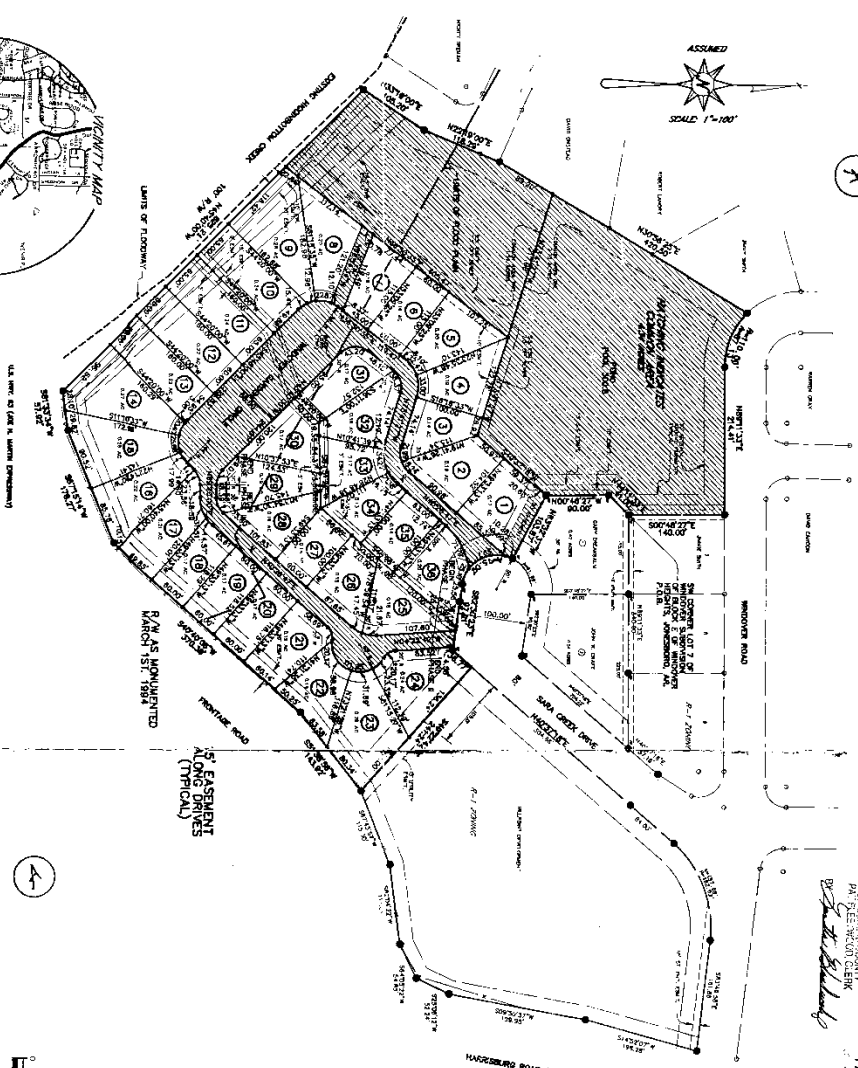
Subscribed and sworn to before me this 6th day of May, 2016.

Joshua Hurd

Notary

My Commission Expires: 11-20-23





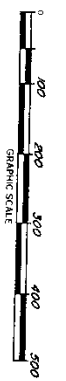
RECORDED
BOOK B PAGE 112
DATE APRIL 13 1994
CHENANGO COUNTY
PAUL J. WILSON, CLERK
Paul J. Wilson

FILED
APR 13 1994
JAY M. HARRIS, JR.
COUNTY CLERK

INTERMEDIATE AREA PLANNING COMMISSION
 PRELIMINARY APPROVAL
 FINAL APPROVAL
 AS NOTED
 DISAPPROVED
 FILED
APR 15 1994
Chairman
Secretary

STATE OF NEW YORK
COUNTY OF CHENANGO
IN SENATE
January 26, 1994
REPORT OF STATE PLANNING BOARD
ON THE PROPOSED
RECORD PLAT FOR
WINDBOVER GARDENS
SUBDIVISION
FILED FOR RECORD
ON APRIL 13, 1994
BY PAUL J. WILSON, CLERK
CHENANGO COUNTY

STATE OF NEW YORK
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REPORT OF STATE PLANNING BOARD
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WINDBOVER GARDENS
SUBDIVISION
FILED FOR RECORD
ON APRIL 13, 1994
BY PAUL J. WILSON, CLERK
CHENANGO COUNTY



CLIENT	APPROVED	DATE	REVISIONS
HAYWOOD, KENWARD & ASSOCIATES, INC.			
RECORD PLAT A PT. OF BLK. E & F OF WINDOVER HEIGHTS A RE-PLAT OF SCOUTING SUB DIVISION ONE CHENANGO PARKS AND RECREATION HAYWOOD, KENWARD & ASSOCIATES, INC. CIVIL ENGINEERS, SURVEYORS - PLANNERS 350 WEST 12TH STREET JOHNSTON, NY 13825 PHONE: 501.922.2019			SHEET 1 OF 1 DATE 12/15/93 SCALE 1" = 100' DATE 2/28/94 DRAWN BY JG CHECKED BY JG DATE 3/9/94

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

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

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

To whom it may concern:


This easement is shown on Windover Gardens Plat recorded in Book Plat Book B, 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.

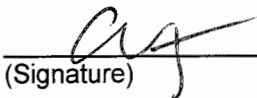
State law stipulates that the proper procedure for abandonment of an easement requires the passage of an ordinance by majority vote of the elected City Council. Simply recording the replat does not satisfy the legal requirements for closure of the easements. City officials need written evidence from 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 easement 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, CRAIG LIGHT (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.


(Signature)

CITY ENGINEER.
(Position)

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

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

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

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A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement 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, OTIS SPRIGGS (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.

 _____ (Signature) _____ (Position)



May 5, 2016

Ritter Communications Inc.
2400 Ritter Drive
Jonesboro, AR 72404

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

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This easement is shown on Windover Gardens Plat recorded in Book Plat Book B, 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.

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A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement 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, Alice Martin (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.

Alice Martin
(Signature)
Utility Company Representative

Project Engineer III
(Position)



Owned by the Citizens of Jonesboro

May 9, 2016

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

Re: Southwest Bell Easement Abandonment
Lot 9
Windover Gardens (Plat Book B Page 110)
City of Jonesboro
Craighead County, Arkansas

Dear Donna:

City Water and Light has no objection with the abandonment of the sixteen & one-half (16.5) foot Southwest Bell easement lying on the Southern portion of Lot 9 of Windover Gardens, as shown on this attached sketch.

Please call if more information is needed.

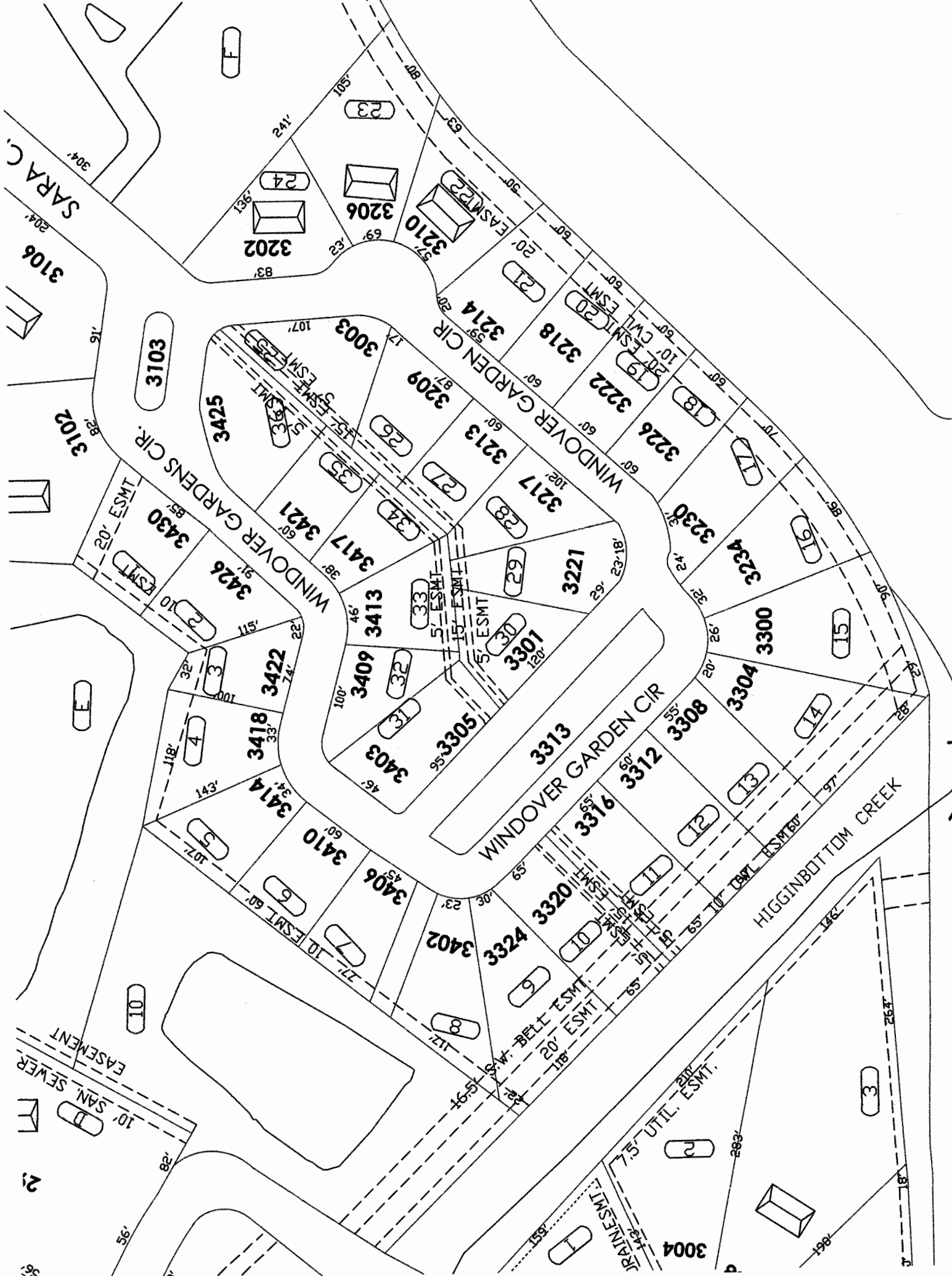
Sincerely,

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

Enclosure

Cc: McAlister Engineering



McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

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

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

To whom it may concern:

This easement is shown on Windover Gardens Plat recorded in Book Plat Book B, 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.

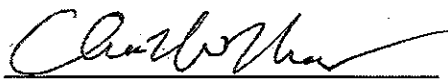
A petition, resolution, and ordinance will be presented to the City Council for their decision.

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.


Southwestern Bell has an easement crossing the southern end of the property, but due to an error on the subdivision plat specified, a 2nd easement was erroneously created. We are not suggesting abandonment of the existing easement in which SWB/AT&T lines are currently placed in, but rather the incorrect easement as shown on plat specified. 811 calls have been made to locate all utilities on the property, and no utility line runs through the depicted area of the lot.

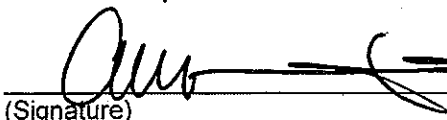
A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,



Clarence W. "Mac" McAlister, PE, PS

I,  (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.


(Signature)

Utility Company Representative

Lead DSP Planning & Engineering Design
(Position)



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

May 9, 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: Request to Abandon Southwestern Bell Easement Across Lot 9 Windover Gardens Recorded in Book Plat Book B, 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 be "AM" followed by a stylized 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:

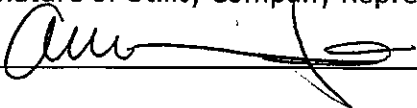
Re: Request to Abandon Southwestern Bell Easement Across Lot 9 Windover Gardens
Recorded in Book Plat Book B, Page 110, in the Office of the Circuit Clerk for Craighead
County, AR, in Jonesboro, AR.

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: 05/09/2016

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

CenterPoint Energy
3013 Ole Feedhouse Road
Jonesboro, AR 72404

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

To whom it may concern:

This easement is shown on Windover Gardens Plat recorded in Book Plat Book B, 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, regardless of the specificity of which utility company the easement belongs to.

A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement 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, Chase Batson (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.

 Engineer II
(Signature) (Position)

Utility Company Representative

McALISTER ENGINEERING
CIVIL ENGINEERING AND LAND SURVEYING

May 5, 2016

Suddenlink Communications Inc.
1520 S. Caraway Road
Jonesboro, AR 72401

RE: Request to Abandon Southwestern Bell Easement Across Lot 9 of Windover Gardens

To whom it may concern:

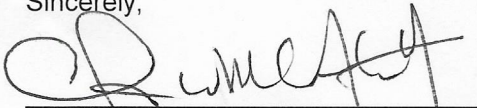
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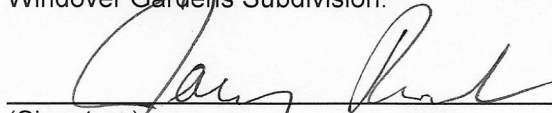
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A space has been provided below for your signature acknowledging your concurrence with this proposed action to close the easement shown on the original plat of this subdivision. Please sign and return one copy of this letter.

Sincerely,


Clarence W. "Mac" McAlister, PE, PS

I, JOEY BOSCH (print name), concur in the closure of the easement as shown crossing Lot 9 of Windover Gardens Subdivision.


(Signature)
Utility Company Representative


(Position)



Legislation Details (With Text)

File #: ORD-16:024 **Version:** 2 **Name:** Waive competitive bidding to purchase Opticom systems

Type: Ordinance **Status:** Third Reading

File created: 4/15/2016 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO PURCHASE SOLE SOURCE FROM CONSOLIDATED TRAFFIC CONTROLS, INC.

Sponsors: Grants, Engineering

Indexes: Grant, Property purchase - other, Waive competitive bidding

Code sections:

Attachments: [Invoice and Sole Source Justification](#)
[GIF- Opticoms Grant Agreement](#)

Date	Ver.	Action By	Action	Result
5/3/2016	2	City Council		
4/26/2016	2	Finance & Administration Council Committee	Recommended to Council	Pass

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO PURCHASE SOLE SOURCE FROM CONSOLIDATED TRAFFIC CONTROLS, INC.

WHEREAS, the Grants and Community Development Department has received General Improvement Funds for the purchase of six Opticom IR Systems to begin the second installment of the hardware in addition to the existing for eighteen of the fifty-two signal lights; and

WHEREAS, this equipment is only compatible with the software program that was purchased from Consolidated Traffic Controls, Inc. in August 2014 from a competitive bid process; and

WHEREAS, the said services can be obtained from Consolidated Traffic Controls, Inc. 1016 Enterprise Place Arlington, Texas 76001, at an estimated cost of \$39,804.31. This price includes the delivery and sales taxes from their facility in Arlington, TX.

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

SECTION 1: The City Council in accordance with the Ark. Code Ann. §14-508-303 hereby waives the requirements of competitive bidding and directs the purchasing manager to purchase the above described items for the price set forth above.

SECTION 2: The 2016 Budget is hereby amended to establish a budget for the General Improvement Funds for \$40,078 in the Grants Administration fund.

Quote by Bryan Jones
 (817)265-3421
 bjones@ctc-traffic.com
 Mark Nichols
 City of Jonesboro Arkansas

4/13/2016
 10:49 AM



AC 4-7-16

4/13/2016
 10:47:53 AM

mnichols@jonesboro.org

CTC Part Number	Description	Section Qty	Qty	Unit Price	Total Price
110610-MM	Model 764 Multimode Phase Selector		6	\$ 2,751.00	\$ 16,506.00
110603-MM	Model 768 Auxiliary Panel		6	\$ 375.00	\$ 2,250.00
110611	3100 GPS Radio Unit (Mast Mount)		6	\$ 2,680.00	\$ 16,080.00
110605	GPS Cable 1,000 Ft Roll (Per Ft.)		1,000	\$ 0.77	\$ 770.00
201011	3/4" Narrow Hub (IR)		6	\$ 12.00	\$ 72.00
100201	Model 380 Card Rack		6	\$ 168.00	\$ 1,008.00
Total Before Tax					\$ 36,686.00
Sales Tax (if applicable)				8.50%	\$ 3,118.31
Shipping					Included
Grand Total					\$ 39,804.31

Notes:



THE CITY OF JONESBORO

SINGLE/SOLE SOURCE JUSTIFICATION FORM

Use for all purchases of ~~\$2000~~^{\$1000.00} or more when lowest bidder has not been selected
Refer to the Procurement Manual

Brief Description of Purchase: Opticom Equipment (6 intersections)

Selected Vendor: Consolidated Traffic Controls, Inc.

Check boxes as appropriate:

(SECTION I) SOURCE JUSTIFICATION

PART A

Award to SINGLE SOURCE

- Reorder based on previous bid (within one year). Send copy of previous quote. Supply previous purchase number _____ PO Date _____.
- Repair services or parts unavailable from any other source except original equipment manufacturer or their designated servicing dealer.
- Compatibility of equipment or supplies required. List equipment with which purchase will be used: Model # _____ Serial # _____.
- Upgrade to existing software. Software only available from the producer of this software who sells on direct basis.
- Used or demonstration equipment available at a lower-than-new cost. (Provide copy of quote showing used versus new pricing.)
- Other. (Explain in Section III)

PART B

Award to SOLE SOURCE

- Only known source in the world. *(Explain technical or other reasons why similar or like items are not available for cost/price analysis in Section III.)*

(SECTION II) ESTABLISHMENT OF PRICE REASONABLENESS

Analysis of offer and/or offers has been determined that the price proposed is determined to be fair, reasonable and in the best interests of the City based on the following:

- Price obtained was from a catalog or standard price list regularly maintained by the vendor covering standard commercial products sold. *(Attach copy of vendor's price list.)*
- Price obtained includes a discount from current list prices. *(Attach copy of quote showing list price and net price paid.)*
- Other. *(Explain Below.)*

(SECTION III) EXPLANATION

(Use additional sheet if needed)

Only Supplier of Compatible equipment.

(SECTION IV) AUTHORIZATION/APPROVALS

Department _____ Requisition/PO# _____

Authorized Signature Mark Nichols Date 4-13-16

Purchasing Authorization _____ Date _____



East Arkansas
Planning & Development District

February 1, 2016

City of Jonesboro
PO Box 1845
Jonesboro, AR 72403

Dear Kimberly Marshall:

The East Arkansas Planning & Development District (EAPDD) has received your executed Grant Agreement for the 2015 General Improvement Fund (GIF) Grant Number 20159903. The application to the City of Jonesboro in the amount of \$40,078.00 was approved for the following purpose:

Funds will be used to install an Opticom GPS system for first responders

A copy of the executed Grant Agreement has been enclosed, along with a blank Request for Payment (RFP) form.

In order to disburse funds, City of Jonesboro will be required to submit an RFP and corresponding invoices or receipts for items purchased/services performed to EAPDD for payment. Electronic RFP forms are available upon request. Please send completed RFPs and supporting documentation to:

EAPDD
Attn: GIF Grant Program
P.O. Box 1403
Jonesboro, AR 72403

- For projects greater than \$50,000, EAPDD will require competitive sealed bids. EAPDD will not release any money over \$50,000 until provided with the appropriate documentation showing bids were released.
- Once a RFP is received and processed, EAPDD will then pay vendors directly and provide proof of payment to Grantee.
- Upon completion of project and dispersal of all funds, the Grantee will be required to submit all closeout documents to EAPDD.

If you have any questions, please do not hesitate to contact Erika Jernigan at 870.932.3957 or email ejernigan@eapdd.com.

Best,

Emily Hathcock
Senior Grants Administrator

Enclosures

East Arkansas Planning & Development District
General Improvement Fund Grant Program
Grant Agreement

Grantee: City of JonesboroGrant #: 20159903Grant Amount: \$40,078.00

Purpose: Funds will be used to install an Opticom GPS system for first responders

GRANTOR

East Arkansas Planning & Development District
 PO Box 1403
 Jonesboro, AR 72403
 Phone: 870.932.3957

GRANTEE

City of Jonesboro
 PO Box 1845
 Jonesboro, AR 72403
 Phone: 870-336-7229

1. PURPOSE

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project within one year of award date and in accordance with the provisions of this Agreement. In the event that Grantee fails to fully expend such sum within such one year period as a result of unforeseen circumstances beyond the control of the Grantee, then Grantor shall have the option, in its sole discretion, to extend such expenditure period for a reasonable period of time as determined by Grantor in its sole discretion.

2. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

3. FINANCIAL MANGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

4. FEE

At or before the time the Grantee receives the grant award under this Grant Agreement, Grantee shall remit to Grantor a fee which shall be calculated by multiplying the grant award given to Grantee times four percent (4%). Grantee acknowledges and agrees that there will be no refund of the paid fee by Grantee under any circumstances.

5. RECORD KEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

6. REPORTING

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

7. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

8. POLITICAL ACTIVITY

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

9. TERMINATION FOR CAUSE

This agreement may be terminated by Grantor, in its sole discretion, in whole or in part, prior to the completion of project activities when the Grantor determines that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Grantee will not incur new obligations for the terminated portion after the written notice from Grantor, and will cancel as many outstanding obligations as possible. The Grantor will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination. If the Grantee fails to comply with the terms of this Agreement, or fails to use the grant for solely those purposes set forth therein, the Grantor may:

- (a) After written notice to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantor from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate.
- (b) Terminate the grant, in whole or in part, at any time before the final grant payment is made. The Grantor will promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Grantor will be in accordance with the legal rights and

liabilities of the parties. Grantee agrees that regardless of its designation of any third party or parties to undertake all or part of the grant project, Grantee remains primarily liable and responsible for the recovery of and reimbursement to Grantor of any grant proceeds owed to Grantor as a result of any failure by the Grantee to comply with the terms of this Agreement.

10. RECOVERY OF GRANT FUNDS

In the event of a violation of the terms of this Agreement by the Grantee, the Grantor may institute actions to recover all or part of the project funds paid to the Grantee. Grantee shall be liable for all attorney fees and other costs incurred by Grantor in pursuing such remedies.

11. ENFORCEMENT

If the Grantor determines that a Grantee's performance fails to meet the terms and conditions of this Grant Agreement, several courses of action may be pursued in order to resolve the problem. The Grantor may take any one or more of the following actions, in its sole discretion:

- (a) Request additional information from the Grantee to verify the nature of inadequate performance;
- (b) Conduct a site visit to examine pertinent records and recommend remedial courses of action;
- (c) Issue a letter of warning, advising the Grantee of the deficiency, recommendations for corrections, date by which performance must be corrected and notice that more serious sanctions may be imposed if the situation continues or is repeated;
- (d) Suspend funding for questioned activities until remedies are effected;
- (e) Require reimbursement of funds improperly spent, including a demand that Grantee institute all necessary legal proceedings, at its expense, to recover funds improperly spent by any third party performing on behalf of the Grantee;
- (f) Institute appropriate legal actions against Grantee to recover improperly spent grant funds; and/or
- (g) Condition future receipt of EAPDD GIF Program funds upon assurances of corrective action and special conditions.

12. CONFLICT OF INTEREST

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain

Grantee: City of Jonesboro

Grantee #: 20159903

provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

13. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

14. PROCUREMENT PROCEDURES

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

15. MODIFICATIONS

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

16. WAIVERS

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor's signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

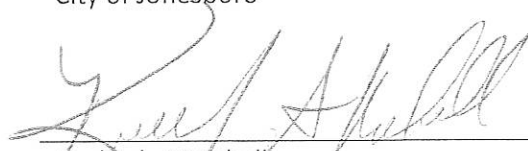
Approved for the Grantee

BY:

BY:

East Arkansas Planning & Development
District

City of Jonesboro



Melissa Rivers
Executive Director

Kimberly Marshall

1-15-16

12/21/15

Date

Date

REQUEST FOR PAYMENT/EXPENDITURE REPORT FOR GENERAL IMPROVEMENT GRANT PROGRAM FUNDS

GRANT # 20159903	Grant Purpose: Funds will be used to install an Opticom GPS system for first responders	RFP #:	DATE OF REQUEST
NAME AND ADDRESS OF GRANTOR AGENC General Improvement Fund East Arkansas Planning Development District P.O. Box 1403 Jonesboro, AR 72403 FAX: (870) 932-0135 PHONE: (870)932-3957 Grant Manager: Emily Hathcoc		NAME AND ADDRESS OF GRANTEE City of Jonesboro PO Box 1845 Jonesboro AR 72403 Kimberly Marshall 870-336-7229	
			MAKE CHECK PAYABLE TO

EXPENDITURE REPORT AND PROJECTED NEEDS

Grant Budget Items	Total Current Budget	Previous Expenses	Funds Requested
6-Multimode Phase Selectors	\$17,909.00		
6- Auxillary Panels	\$2,441.00		
6- GPS Radio Unit	\$17,447.00		
GPS Cable	\$1,953.00		
3/4" Narrow hub	\$78.00		
Totals:	\$40,078.00		

NOTES:

CERTIFICATION (Must Be Completed by Grantee)

I Certify that this Request for Payment has been prepared in accordance with the terms and conditions of the grant agreement with EAPDD and that the amount requested is proper for payment to the drawer or for credit to the account of the drawer at the drawer's bank. I also certify that the date reported above is correct and that the amount of the Request for Payment is not in excess of current needs.

AUTHORIZED SIGNATURE

DATE

FOR GRANTOR USE ONLY

DATE OF APPROVAL

APPROVED BY:

CHECK NUMBER



Legislation Details (With Text)

File #:	ORD-16:025	Version:	1	Name:	Rezoning at 5915 E. Johnson
Type:	Ordinance	Status:		Status:	Third Reading
File created:	4/27/2016	In control:		In control:	City Council
On agenda:		Final action:		Final action:	
Title:	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 5915 EAST JOHNSON AS REQUESTED BY SUKUP MANUFACTURING COMPANY				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report				

Date	Ver.	Action By	Action	Result
5/3/2016	1	City Council		

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 JONESBORO, ARKANSAS:

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

FROM: (R-1) SINGLE-FAMILY MEDIUM DENSITY DISTRICT
TO: (C-3, L.U.O.) GENERAL COMMERCIAL DISTRICT-LIMITED USE OVERLAY

FOR THE FOLLOWING DESCRIBED PROPERTY:

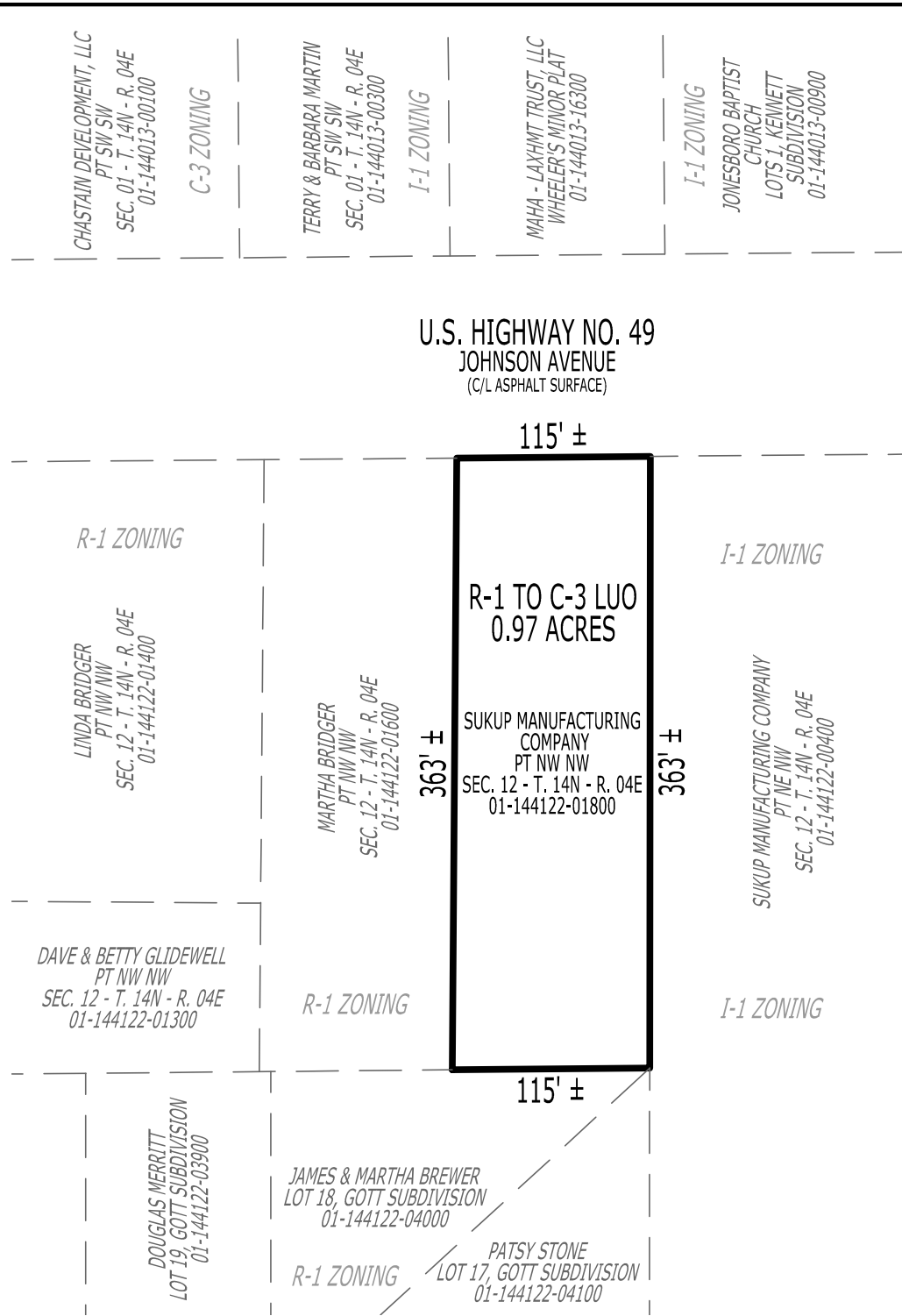
LEGAL DESCRIPTION:

The East 115 feet of the North 393.6 feet of the Northwest Quarter of the Northwest Quarter of Section 12, Township 14 North, Range 4 East, Subject to right of way for Highway No.1 across the North side thereof, being subject to any Easements of Record, containing 0.97 Acres, more or less.

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

- 1) Applicant must adhere to all utility and rail corridor easements of record.
- 2) 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.
- 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) The L.U.O shall prohibit the following uses:

- Carwash
- Adult Entertainment
- Recreational Vehicle Park
- Service Station
- Sign, off-premises
- Vehicle repair, General
- Vehicle repair, Limited
- Freight Terminal



C-3 LUO:

- LIMITED USE TO EXCLUDE:
- ENTERTAINMENT, ADULT



VICINITY MAP
(N.T.S)



RIDGE SURVEYING & CONSULTING, PLLC.
 311 South Church St., Suite H
 Jonesboro, AR 72401
 870-203-9940
 mike@ridgesurveying.net

REZONING PLAT
CLIENT: SUKUP MANUFACTURING
 A PART OF THE NORTHWEST QUARTER
 OF THE NORTHWEST QUARTER OF SECTION 12,
 TOWNSHIP 14 NORTH, RANGE 04 EAST,
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
 - WARRANTY DEED, DEPARTMENT OF INDUSTRIAL DEVELOPMENT TO SUKUP MANUFACTURING COMPANY, RECORDED IN BOOK 460, PAGES 129-131, DATED MAY 06, 1994.
 - WARRANTY DEED, BRIDGER TO BRIDGER, RECORDED IN BOOK 464, PAGES 384-385, DATED JULY 27, 1994.
 - WARRANTY DEED, MALONEY TO SUKUP MANUFACTURING COMPANY, RECORDED IN BOOK 476, PAGE 655, DATED MAY 05, 1995.
 - RECORD PLAT, GOTT SUBDIVISION, RECORDED IN BOOK 123, PAGE 227, DATED FEBRUARY 23, 1965.
 - RIGHT-OF-WAY PLANS, A.H.T.D. JOB NO. 10212, DATED SEPTEMBER 07, 1939.
3. THE SUBJECT PROPERTY IS ZONED R-1, SINGLE-FAMILY MEDIUM DENSITY DISTRICT.
4. R-1 BUILDING SETBACKS:
 25' STREET SETBACK
 7.5' SIDE SETBACK
 20' REAR SETBACK
5. PROPOSED ZONING C-3 LUO, GENERAL COMMERCIAL DISTRICT LIMITED USE OVERLAY.
6. **SITE IS SUBJECT TO AN *ON-THE-GROUND* SURVEY TO VERIFY ANY AND ALL DIMENSIONS OF THE PROPERTY SHOWN, ALSO THE LEGAL DESCRIPTION AS SHOWN IS PER WARRANTY DEED - BOOK 476, PAGE 655**



LEGAL DESCRIPTION: (WARRANTY DEED - BOOK 476, PAGE 655)

THE EAST 115 FEET OF THE NORTH 393.6 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 4 EAST, SUBJECT TO RIGHT OF WAY FOR HIGHWAY NO. 1 ACROSS THE NORTH SIDE THEREOF, BEING SUBJECT TO ANY EASEMENTS OF RECORD.



OWNERS CERTIFICATION:

I, HEREBY CERTIFY THAT I AM THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND I HEREBY REQUEST A REZONING FROM:
(R-1) SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO (C-3 LUO) GENERAL COMMERCIAL DISTRICT - LIMITED USE OVERLAY

SIGNED THIS 4TH DAY OF APRIL, 2016.
 SIGNATURE: Maude Bralley



DRAWING INFO	
DRAWN BY: JJN	SCALE: 1" = 100'
DATE: 03 / 30 / 2016	JOB NO: 16152-R
REVISIONS	
500-14N-04E-0-12-440-16-1709	

City of Jonesboro City Council
Staff Report – RZ 16-04: 5915 E. Johnson Avenue Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on May 3, 2016

REQUEST: To consider a rezoning of one tract of land containing .96 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from R-1 Single-Family Residential District to a C- 3 General Commercial District, LUO.

APPLICANTS/ OWNER: Marsha Bradley, 5917 E. Johnson Ave., Jonesboro, AR 72401

LOCATION: 5915 E. Johnson Avenue South side of street between Darrick Lane and Whitley Rd

SITE DESCRIPTION: **Tract Size:** Approx. 0.96 Acres
Street Frontage: 115.0 Total along E. Johnson Ave.
Topography: Predominately Flat
Existing Development: Vacant lot.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North I-1	Industrial, Church, Vacant Land
South R-1	Residential, Single-Family
East I-1	Industrial, Light Manufacturing
West R-1	Residential, Single-Family

HISTORY: None

ZONING ANALYSIS:

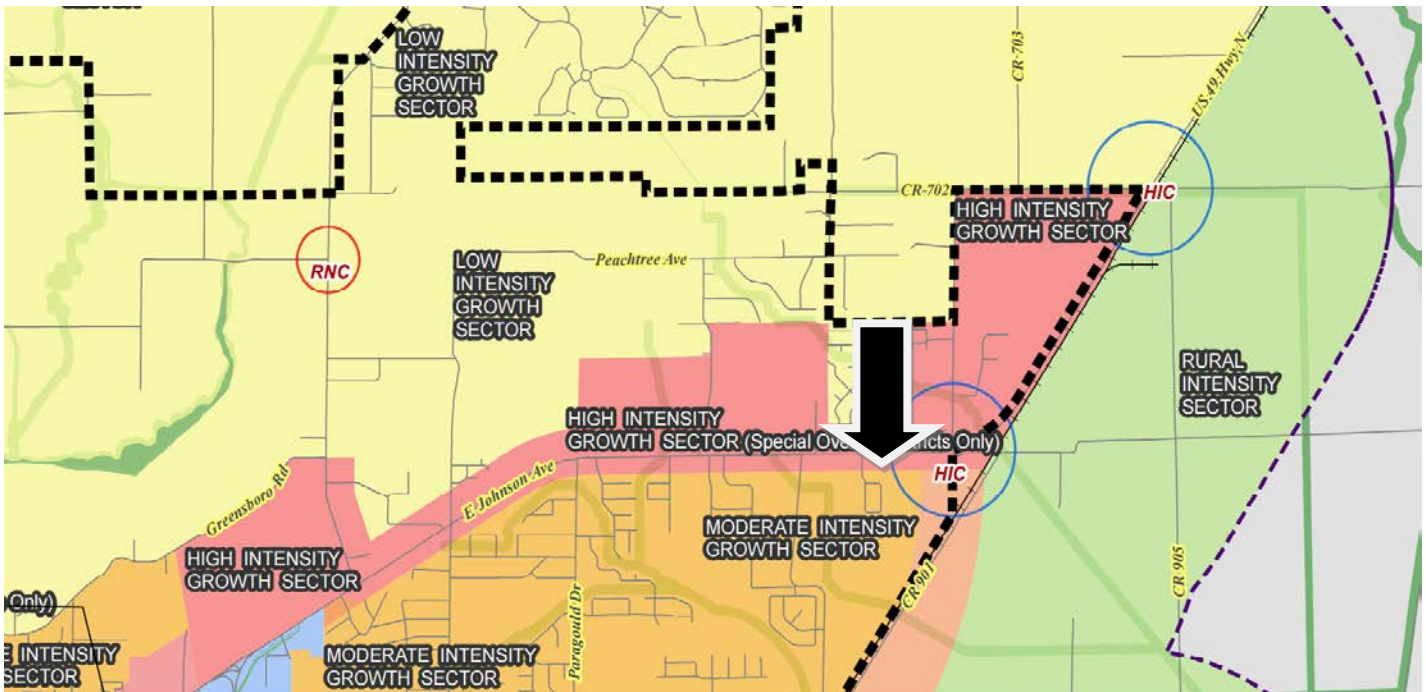
City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP:

The Current/Future Land Use Map recommends this location as a High Intensity Growth Sector (Special Overall District Only). 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. 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.

High Intensity Recommended Use Types Include:

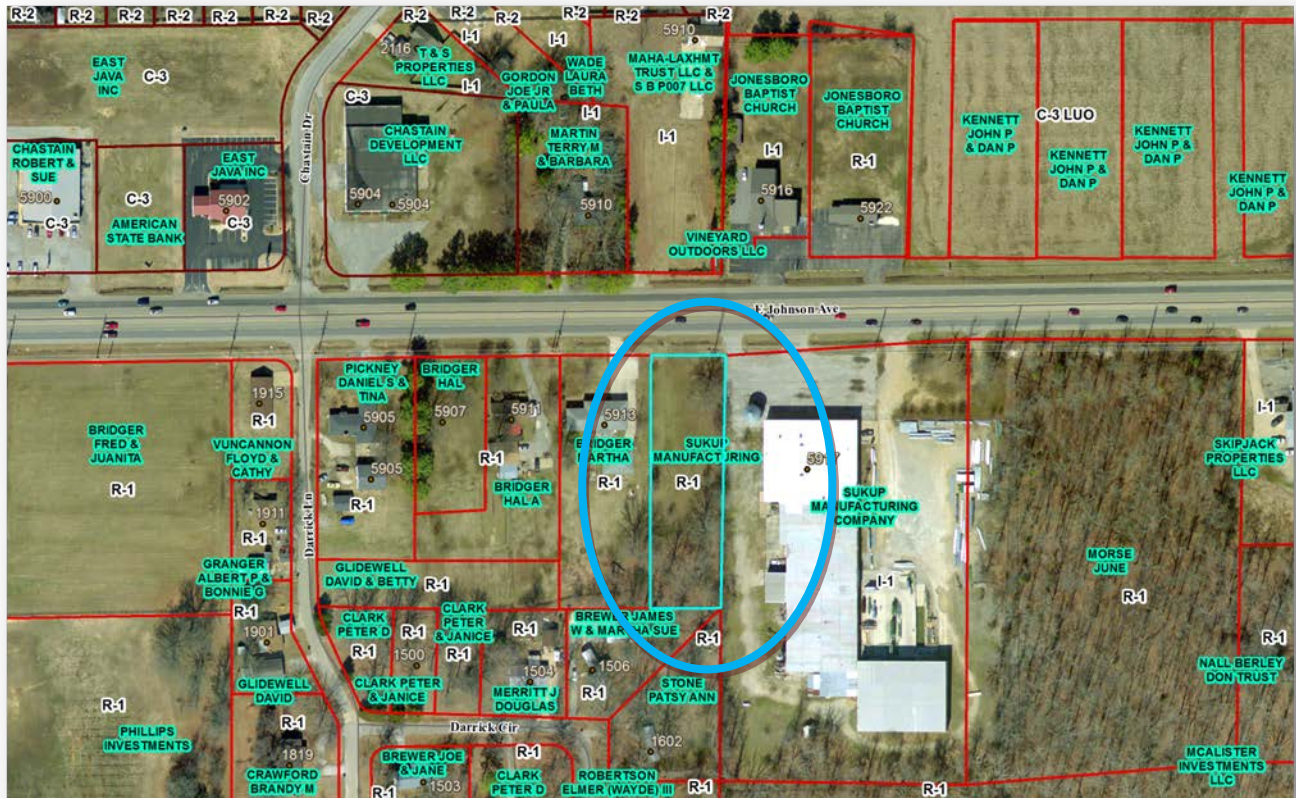
- *Regional Shopping Centers*
- *Automotive Dealerships*
- *Outdoor Display Retail*
- *Fast Food Restaurants*
- *Multi-Family*
- *Service Stations*
- *Commercial and Office*
- *Call Centers*
- *Research and Development*
- *Medical*
- *Banks*
- *Big Box Commercial*
- *Hotel*



Land Use Map

Master Street Plan/Transportation

The subject property is served by East Johnson Ave. This road is classified on the Master Street Plan as a proposed Principal Arterial. The applicant will be required to adhere to the Master Street Plan recommendations.



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 list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan, which was categorized as a High Intensity Growth Sector (Special Overall District Only) – pending the applicants request and approval for a special overall for this district or limited use overlay district.	
(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-3 District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering there are already businesses located in this area. Not suitable for Residential uses.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, applicant will not be able to develop land for commercial use.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	No detrimental or adverse impacts are predicted, if proper assess management controls are implemented, buffering and screening for adjacent residential, and limitation of incompatible uses to residential.	
(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	The property has been vacant for several years now.	
(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	No detrimental or adverse impacts are predicted, if proper assess management controls are implemented, buffering and screening for adjacent residential, and limitation of incompatible uses to residential.	

The Applicant specified the prohibited us as adult entertainment for site. Note that staff has expanded the list of questionable uses due to abutting residential.

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as an R-1 Single-family residential zone. Located at 5915 East Johnson Avenue between Darrick Land and Whitley Road, this area already has some commercial and industrial development. This location would make a great place for another business. The applicant wants this area rezoned for additional commercial development.

Rezoning this property is consistent with the *Jonesboro Comprehensive Land Use Plan*. Rezoning makes sense considering there are already commercial businesses located in the area. Under the current zoning classification, it would be illegal for the applicant to develop this property for commercial businesses. As far as we know, this property has always been vacant. Rezoning this property would positively impact the community, especially in terms of curb appeal. Applicant is not sure at this time when development would start.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3/General Commercial Districts as follows:

Definition of C-3 General Commercial Districts - The purpose of a C-3 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 groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported.	
Streets/Sanitation	No issues were reported.	
Police	No issues were reported.	
Fire Department	No issues were reported.	
MPO	No issues were reported.	
Jets	No issues were reported.	
Utility Companies	No issues were reported.	

Zoning Code Allowable Uses:

The City of Jonesboro Zoning Resolution includes a list of permitted uses within C-3 Districts as follows (Note the highlighted uses in yellow are suggested to be prohibited due to adverse impacts on the residential area.) However, some uses will be prohibited by default, due to the site size. 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:

List of Commercial Uses		C-3 General Commercial	List of Commercial Uses		C-3 General Commercial
<i>Civic and commercial uses</i>			<i>Civic and commercial uses</i>		
	Animal care, general	Permitted		Nursing home	Permitted
	Animal care, limited	Permitted		Office, general	Permitted
	Auditorium or stadium	Conditional		Parking lot, commercial	Permitted
	Automated teller machine	Permitted		Parks and recreation	Permitted
	Bank or financial institution	Permitted		Pawn shops	Permitted
	Bed and breakfast	Permitted		Post office	Permitted
	Carwash	Permitted		Recreation/entertainment, indoor	Permitted
	Cemetery	Permitted		Recreation/entertainment, outdoor	Permitted
	Church	Permitted		Recreational vehicle park	Permitted
	College or university	Permitted		Restaurant, fast-food	Permitted
	Communication tower	Conditional		Restaurant, general	Permitted
	Warehouse, residential (mini) storage	Conditional		Retail/service	Permitted
	Convenience store	Permitted		Safety services	Permitted
	Day care, limited (family home)	Permitted		School, elementary, middle and high	Permitted
	Day care, general	Permitted		Service station	Permitted
	Entertainment, adult	Conditional		Sign, off-premises*	Permitted
	Funeral home	Permitted		Utility, major	Conditional
	Golf course	Permitted		Utility, minor	Permitted
	Government service	Permitted		Vehicle and equipment sales	Permitted
	Hospital	Permitted		Vehicle repair, general	Permitted
	Hotel or motel	Permitted		Vehicle repair, limited	Permitted
	Library	Permitted		Vocational school	Permitted
	Medical service/office	Permitted			
	Museum	Permitted	<i>Industrial, manufacturing and extractive uses</i>		
<i>Agricultural uses</i>				Freight terminal	Conditional
	Agriculture, animal	Conditional		Research services	Conditional
	Agriculture, farmers market	Permitted			

MAPC RECORD OF PROCEEDINGS: Public Hearing Held on April 26, 2016:

Mike McNeese - Applicant: Mike McNeese representing Sukup Manufacturing Co. I'm with Ridge Surveying and Consulting, would like to request R-1 to C-3 LUO.

Lonnie Roberts: Ok I'll open this up to City Planning - Comments?

Michael - Engineering: Is this going to include in the Replat that you are talking about doing with the other pieces of property?

Mike McNeese - Applicant: Yes, this is west of that piece of property.

Michael - Engineering: I didn't know if you were going to include this.

Mike McNeese - Applicant: No, we didn't entertain that idea - common line was just to the east line of this.

Michael - Engineering: The other is zoned I-2.

Jonathan - Planning: Going to hit highlights - The applicant is asking to change the R-1 Single Family Residential District to a C-3 LUO. It is an area that is surround by Industrial and Residential development. We find that it is in conjunction with our future land use plan and it is recommended as a High Intensity Sector. So it goes along with all that and he will have to adhered to all recommendations of the Master Street Plan as well. Other than that we don't see any issues with this.

Lonnie Roberts: Ok as far as recommending the conditions --

Jonathan - Planning: We added these recommend conditions:

Conclusion:

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ: 16-05 a request to rezone property from "R-1" to "C-3 LUO"; the following conditions are recommended:

1. Applicant must adhere to all utility and rail corridor easements of record.
2. 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.
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. The following uses shall be prohibited:
 - Carwashes
 - Adult Entertainment
 - Recreational Vehicle Park
 - Service Station
 - Sign, off-premises
 - Vehicle repair, general
 - Vehicle repair, limited

- Freight Terminal

Lonnie Roberts: Anything to add to that?

Michael - Engineering: Nothing I can think of.

Lonnie Roberts: Anyone in the audience here regarding this rezoning case?

Public Input: None

Lonnie Roberts: Now I will refer to Commissioners with questions. Any questions or comments?

Jerry Reece: I will move for the approval with the Conditions that are recommended and approved by Staff.

Lonnie Roberts: I have a motion for approval do I hear a second?

Kevin Bailey: Second

Lonnie Roberts: Ms. McGaha will you call roll please?

Paul Hoelscher: Can I ask a question please?

Lonnie Roberts: Ok Mr. Hoelscher

Paul Hoelscher: Is the adjacent properties zoned residential?

Mike McNeese - Applicant: To the west that is on the market for sale now - yes. You are probably going to see him here in the near future.

Paul Hoelscher: Will we not be required if it stays residential to provide some kind of privacy fence or separation between the differently zoned properties?

Lonnie Roberts: Number three on the recommendations which is referring to the final site plan, which has to be submitted to us and it will have to meet the landscaping and fencing requirements at that time for abutting residential. Thank you. Any other concerns or questions? Motion in the second on the floor. Ms. McGaha would you call roll.

Commission Auction:

Mr. Reece mad a motion to approve Case: RZ 16-05, as submitted, to the City Council with the noted conditions, and the MAPC find that to rezone property from "R-1" Single Family to "C-3" L.U.O. General Commercial , Limited Use Overlay will be compatible and suitable with the zoning, uses, and character of the surrounding area. Motion was seconded by Mr. Bailey.

Roll Call Vote: 8-0, Unanimous Approval.

Mr. Scurlock- Aye; Mr. Kelton- Aye; Mr. Stripling- Aye; Mr. Cooper- Aye; Mr. Reece- Aye; Mr. Hoelscher- Aye; Mr. Perkins- Aye; Mr. Bailey- Aye; Lonnie Roberts, Jr. was chair.

Conclusion:

The Planning Department Staff finds that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ: 16-05 a request to rezone property from “R-1” to “C-3”; the following conditions are recommended:

- 5. Applicant must adhere to all utility and rail corridor easements of record.
- 6. 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.
- 7. 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.
- 8. The following uses shall be prohibited:
 - Carwashes
 - Adult Entertainment
 - Recreational Vehicle Park
 - Service Station
 - Sign, off-premises
 - Vehicle repair, general
 - Vehicle repair, limited
 - Freight Terminal

Respectfully Submitted for Planning Commission Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

Sample Motion:

I move that we place Case: RZ-16-5 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1” Single Family to “C-3”, L.U.O., General Commercial Landscaping Business, Limited Use Overlay will be compatible and suitable with the zoning, uses, and character of the surrounding area.



View looking North across E. Johnson Ave.



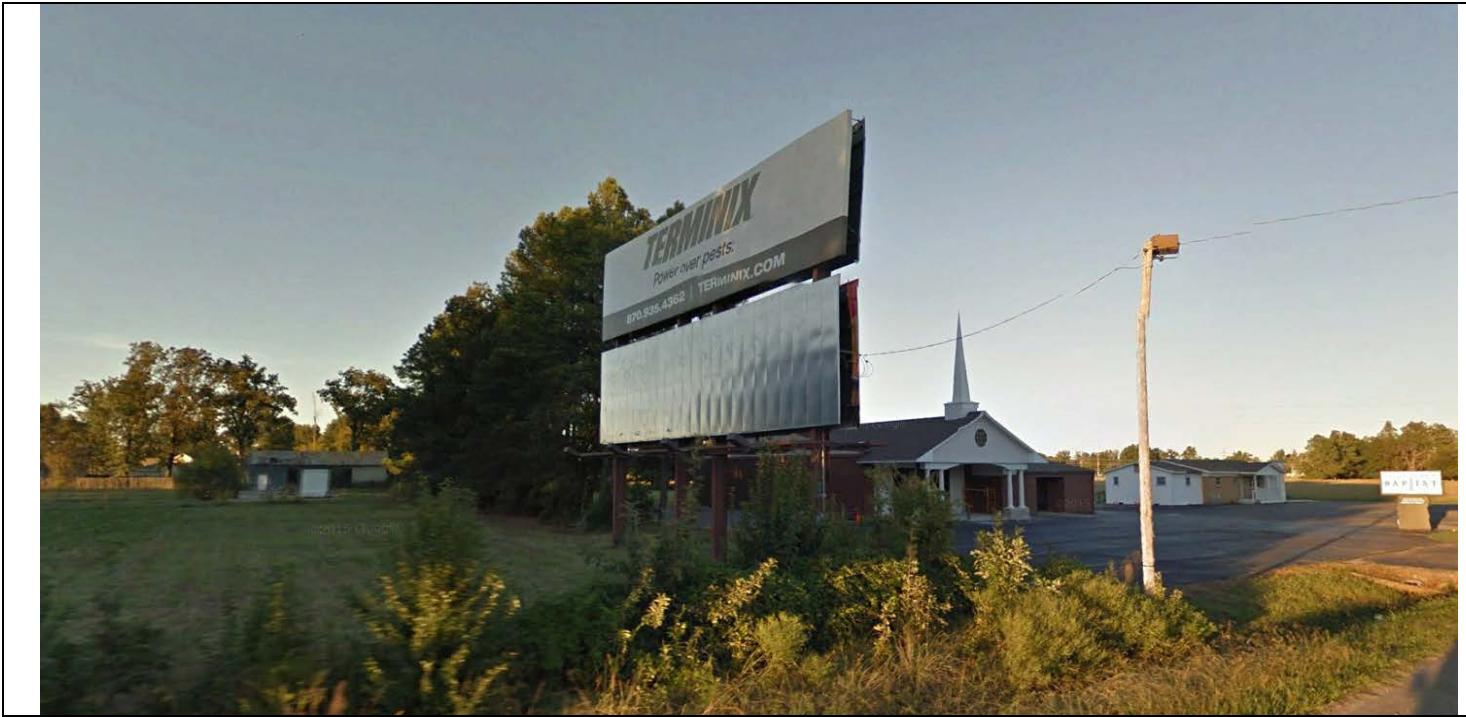
View Looking East on E. Johnson Ave.



View looking South Toward Site



View looking West along E. Johnson Ave.



View looking Northeast toward church across the street



Legislation Details (With Text)

File #: COM-16:033 **Version:** 1 **Name:** Airport Commission financial statements for April, 2016
Type: Other Communications **Status:** To Be Introduced
File created: 5/11/2016 **In control:** City Council
On agenda: **Final action:**
Title: Financial statements for the Airport Commission for April 30, 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 statements for the Airport Commission for April 30, 2016

**Jonesboro Airport Commission
Financial Statements
For the Four Months Ended April 30, 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 April 30, 2016, and the related statements of activities for one month and 4 Months 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

May 9, 2016

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
April 30, 2016**

ASSETS

CURRENT ASSETS

Cash - Centennial Bank	\$ 768,198.11	
Cash-Centennial Bank-Project Acct	<u>173.19</u>	
Total Current Assets		\$ 768,371.30

PROPERTY AND EQUIPMENT

OTHER ASSETS

Rice Growers Stock	\$ <u>928.25</u>	
Total Other Assets		<u>928.25</u>
TOTAL ASSETS		<u><u>\$ 769,299.55</u></u>

See accountants' compilation report.

**Jonesboro Airport Commission
Statement of Assets, Liabilities, and Equity
Modified Cash Basis
April 30, 2016**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Fica Taxes Payable	\$ 794.77
FWH Taxes Payable	454.36
SWH Taxes Payable	247.76
State Unemployment Payable	<u>14.00</u>

Total Current Liabilities \$ 1,510.89

EQUITY

Beg Retained Earnings	\$ 954,125.65
YTD Net Income(Loss)	<u>(186,336.99)</u>

Total Equity 767,788.66

TOTAL LIABILITIES & EQUITY \$ 769,299.55

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 4 Months Ended April 30, 2016 and 2015

	1 Month Ended <u>April 30, 2016</u>		1 Month Ended <u>April 30, 2015</u>		4 Months Ended <u>April 30, 2016</u>		4 Months Ended <u>April 30, 2015</u>	
		%		%		%		%
Revenues								
Grant Revenue-City of Jonesboro	\$ 0.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00	\$ 70,000.00	18.68
Grant Revenue-Federal & State	(4,150.52)	(17.03)	2,028.61	6.28	252,341.92	68.38	178,447.01	47.62
Construction Reimbursements- no	0.00	0.00	0.00	0.00	0.00	0.00	11,250.00	3.00
Hanger Revenue - FBO	17,645.00	72.39	15,745.00	48.78	70,580.00	19.13	62,980.00	16.81
Revenue-Sharp Aviation	2,105.80	8.64	2,105.80	6.52	8,423.20	2.28	8,423.20	2.25
Revenue-Gate Card Fees	100.00	0.41	1,500.00	4.65	2,200.00	0.60	3,450.00	0.92
Fuel Flowage	6,999.30	28.72	5,840.25	18.09	23,154.15	6.27	20,942.25	5.59
HANGER-FOWLER FOODS	858.78	3.52	858.78	2.66	3,435.12	0.93	3,435.12	0.92
HANGER-LANDRY	315.86	1.30	0.00	0.00	1,263.44	0.34	0.00	0.00
HANGER-Pinnacle Operating Corp	0.00	0.00	1,600.00	4.96	0.00	0.00	6,400.00	1.71
HANGER-Goldeneye	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.40
Auto Rental Agency & Land Lease	0.00	0.00	0.00	0.00	300.00	0.08	300.00	0.08
HANGER-HYTROL	0.00	0.00	0.00	0.00	350.00	0.09	300.00	0.08
HANGER-GOLDEN EYE	500.00	2.05	500.00	1.55	2,000.00	0.54	500.00	0.13
Terminal Building Leases-AIR CH	0.00	0.00	1,100.00	3.41	4,450.00	1.21	3,322.28	0.89
Other Income	0.00	0.00	1,000.00	3.10	515.86	0.14	3,454.43	0.92
Total Revenues	<u>24,374.22</u>	<u>100.00</u>	<u>32,278.44</u>	<u>100.00</u>	<u>369,013.69</u>	<u>100.0</u>	<u>374,704.29</u>	<u>100.0</u>
Cost of Revenues								
Grant Project Expenditures	21,543.75	88.39	0.00	0.00	457,007.92	123.8	256,459.06	68.44
Grounds	814.40	3.34	446.67	1.38	1,420.75	0.39	4,257.45	1.14
Hanger Expense-FBO	1,149.22	4.71	0.00	0.00	12,320.91	3.34	395.81	0.11
T-Hanger Expense	0.00	0.00	0.00	0.00	0.00	0.00	11.89	0.00
Terminal Building Expense-	753.36	3.09	745.97	2.31	17,133.54	4.64	17,373.26	4.64
Terminal Building Expense	124.32	0.51	0.00	0.00	1,652.09	0.45	405.34	0.11
Fire Rescue Building Expense	79.95	0.33	74.95	0.23	884.37	0.24	695.61	0.19
Sharp Aviation Expense	0.00	0.00	0.00	0.00	498.35	0.14	395.81	0.11
Old Terminal Bldg - CAP	0.00	0.00	67.97	0.21	0.00	0.00	160.62	0.04
Beacon & Field Lights	0.00	0.00	0.00	0.00	195.30	0.05	0.00	0.00
Total Cost of Revenues	<u>24,465.00</u>	<u>100.37</u>	<u>1,335.56</u>	<u>4.14</u>	<u>491,113.23</u>	<u>133.0</u>	<u>280,154.85</u>	<u>74.77</u>
Gross Profit	<u>(90.78)</u>	<u>(0.37)</u>	<u>30,942.88</u>	<u>95.86</u>	<u>(122,099.54)</u>	<u>(33.0)</u>	<u>94,549.44</u>	<u>25.23</u>
General & Administrative Exp.								
Dues/Subscriptions	0.00	0.00	0.00	0.00	145.85	0.04	0.00	0.00
Insurance	35,632.60	146.19	30,845.68	95.56	36,225.60	9.82	30,845.68	8.23
Insurance - Medical	560.99	2.30	1,564.74	4.85	3,272.60	0.89	3,173.04	0.85
Payroll Taxes	411.39	1.69	403.74	1.25	1,473.13	0.40	1,432.05	0.38
Postage	23.90	0.10	0.00	0.00	219.90	0.06	98.00	0.03
Rent Expense	0.00	0.00	0.00	0.00	0.00	0.00	92.00	0.02
Repairs/Maintenance	225.00	0.92	0.00	0.00	339.16	0.09	0.00	0.00
Salaries - Manager	3,833.34	15.73	3,833.34	11.88	15,333.36	4.16	15,333.36	4.09
Salaries - Other	1,596.00	6.55	1,375.50	4.26	3,827.75	1.04	2,158.50	0.58
Supplies	202.96	0.83	31.89	0.10	549.98	0.15	170.45	0.05
Telephone	291.17	1.19	283.59	0.88	1,189.86	0.32	1,135.67	0.30
Meals/Entertainment	146.69	0.60	125.30	0.39	280.36	0.08	258.97	0.07
Legal & Accounting	570.00	2.34	740.00	2.29	2,145.00	0.58	2,315.00	0.62
Total G & A Expenses	<u>43,494.04</u>	<u>178.44</u>	<u>39,203.78</u>	<u>121.46</u>	<u>65,002.55</u>	<u>17.62</u>	<u>57,012.72</u>	<u>15.22</u>

See accountants' compilation report.

Jonesboro Airport Commission
Statement of Revenues & Expenses-Modified Cash Basis
For the 1 Month and 4 Months Ended April 30, 2016 and 2015

	<u>1 Month Ended</u> <u>April 30, 2016</u>	<u>%</u>	<u>1 Month Ended</u> <u>April 30, 2015</u>	<u>%</u>	<u>4 Months Ended</u> <u>April 30, 2016</u>	<u>%</u>	<u>4 Months Ended</u> <u>April 30, 2015</u>	<u>%</u>
Revenues from Operations	(43,584.82)	(178.82)	(8,260.90)	(25.59)	(187,102.09)	(50.7)	37,536.72	10.02
Other Revenue (Expenses)								
Interest Income	197.90	0.81	162.77	0.50	765.10	0.21	631.73	0.17
Total Other Revenue (Exp.)	197.90	0.81	162.77	0.50	765.10	0.21	631.73	0.17
Net Earnings	<u>\$ (43,386.92)</u>	<u>(178.00)</u>	<u>\$ (8,098.13)</u>	<u>(25.09)</u>	<u>\$ (186,336.99)</u>	<u>(50.5)</u>	<u>\$ 38,168.45</u>	<u>10.19</u>

See accountants' compilation report.

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	1020	Cash - Centennial Bank	795,558.94		
04/30/16	1	Cash Disbursements		(52,906.31)	
04/30/16	1t	general journal		17,645.00	
04/30/16	1t	general journal		858.78	
04/30/16	1t	general journal		315.86	
04/30/16	1t	general journal		100.00	
04/30/16	1t	general journal		500.00	
04/30/16	1t	general journal		2,105.80	
04/30/16	1t	general journal		6,999.30	
04/30/16	1t	general journal		196.92	
04/30/16	1t	general journal		10.34	
04/30/16	1t	general journal		(1,249.69)	
04/30/16	1t	general journal		2,099.48	
04/30/16	P89	Payroll Journal Entry		(4,036.31)	
				<u>(27,360.83)</u>	<u>768,198.11</u>
	1034	Cash-Centennial Bank-Project Acct	16,239.96		
04/30/16	1t	general journal		0.98	
04/30/16	1t	general journal		(21,543.75)	
04/12/16	10325 V	Jonesboro Airport Commission Project 936001		5,476.00	
				<u>(16,066.77)</u>	<u>173.19</u>
	2530	Rice Growers Stock	928.25		
				<u>0.00</u>	<u>928.25</u>
	3040	Fica Taxes Payable	(813.69)		
04/30/16	1t	general journal		813.69	
04/30/16	P89	Payroll Journal Entry		(794.77)	
				<u>18.92</u>	<u>(794.77)</u>
	3050	FWH Taxes Payable	(436.00)		
04/30/16	1t	general journal		436.00	
04/30/16	P89	Payroll Journal Entry		(454.36)	
				<u>(18.36)</u>	<u>(454.36)</u>
	3060	SWH Taxes Payable	(236.74)		
04/08/16	10306 V	Dept. of Finance & Administration		236.75	
04/30/16	P89	Payroll Journal Entry		(247.77)	
				<u>(11.02)</u>	<u>(247.76)</u>
	3080	State Unemployment Payable	(65.14)		
04/14/16	10327 V	Department of Workforce Services		65.14	
04/30/16	P89	Payroll Journal Entry		(14.00)	
				<u>51.14</u>	<u>(14.00)</u>
	5030	Beg Retained Earnings	(954,125.65)		
				<u>0.00</u>	<u>(954,125.65)</u>
	6002	Grant Revenue-Federal & State	(256,492.44)		
04/30/16	1t	general journal		(2,099.48)	
04/19/16	10333 V	City of Jonesboro Payable 0055652		6,250.00	
				<u>4,150.52</u>	<u>(252,341.92)</u>

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
		6010 Hanger Revenue - FBO	(52,935.00)		
04/30/16	1t	general journal		(17,645.00)	
				<u>(17,645.00)</u>	<u>(70,580.00)</u>
		6011 Revenue-Sharp Aviation	(6,317.40)		
04/30/16	1t	general journal		(2,105.80)	
				<u>(2,105.80)</u>	<u>(8,423.20)</u>
		6012 Revenue-Gate Card Fees	(2,100.00)		
04/30/16	1t	general journal		(100.00)	
				<u>(100.00)</u>	<u>(2,200.00)</u>
		6015 Fuel Flowage	(16,154.85)		
04/30/16	1t	general journal		(6,999.30)	
				<u>(6,999.30)</u>	<u>(23,154.15)</u>
		6016 HANGER-FOWLER FOODS	(2,576.34)		
04/30/16	1t	general journal		(858.78)	
				<u>(858.78)</u>	<u>(3,435.12)</u>
		6017 HANGER-LANDRY	(947.58)		
04/30/16	1t	general journal		(315.86)	
				<u>(315.86)</u>	<u>(1,263.44)</u>
		6020 Auto Rental Agency & Land Lease	(300.00)		
				<u>0.00</u>	<u>(300.00)</u>
		6021 HANGER-HYTROL	(350.00)		
				<u>0.00</u>	<u>(350.00)</u>
		6022 HANGER-GOLDEN EYE	(1,500.00)		
04/30/16	1t	general journal		(500.00)	
				<u>(500.00)</u>	<u>(2,000.00)</u>
		6030 Terminal Building Leases-AIR CHOICE	(4,450.00)		
				<u>0.00</u>	<u>(4,450.00)</u>
		6060 Other Income	(515.86)		
				<u>0.00</u>	<u>(515.86)</u>
		7005 Grant Project Expenditures	435,464.17		
04/30/16	1t	michael baker		21,543.75	
				<u>21,543.75</u>	<u>457,007.92</u>
		7010 Grounds	606.35		
04/12/16	10307 V	Arkansas Air Center		115.50	
04/12/16	10315 V	Gibson's Sign Mart 65519		37.98	
04/12/16	10321 V	Quality Farm Supply		660.92	

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
7010 Grounds (cont.)				<u>814.40</u>	<u>1,420.75</u>
7030 Hanger Expense-FBO			11,171.69		
04/12/16	10310 V	Barton's of Jonesboro 590605-I		4.08	
04/12/16	10318 V	Lowes Business Accounts		402.02	
04/12/16	10324 V	TEC Electric		743.12	
				<u>1,149.22</u>	<u>12,320.91</u>
7040 Terminal Building Expense-			16,380.18		
04/12/16	10316 V	Greg Moore		650.00	
04/12/16	10322 V	Suddenlink		103.36	
				<u>753.36</u>	<u>17,133.54</u>
7041 Terminal Building Expense			1,527.77		
04/14/16	10326 V	City Water & Light		124.32	
				<u>124.32</u>	<u>1,652.09</u>
7051 Fire Rescue Building Expense			804.42		
04/12/16	10323 V	Suddenlink		79.95	
				<u>79.95</u>	<u>884.37</u>
7052 Sharp Aviation Expense			498.35		
				<u>0.00</u>	<u>498.35</u>
7060 Beacon & Field Lights			195.30		
				<u>0.00</u>	<u>195.30</u>
8090 Dues/Subscriptions			145.85		
				<u>0.00</u>	<u>145.85</u>
8100 Insurance			593.00		
04/14/16	10328 V	Hollis & Burns Insurance 489		3,451.00	
04/14/16	10329 V	Hollis & Burns Insurance 495		28,656.00	
04/14/16	10330 V	Hollis & Burns Insurance 493		312.00	
04/14/16	10331 V	Hollis & Burns Insurance 494		3,213.60	
				<u>35,632.60</u>	<u>36,225.60</u>
8110 Insurance - Medical			2,711.61		
04/01/16	10303 V	Arkansas Blue Cross Blue Shield 10901775		854.51	
04/30/16	P89	Payroll Journal Entry		(293.52)	
				<u>560.99</u>	<u>3,272.60</u>
8160 Payroll Taxes			1,061.74		
04/30/16	P89	Payroll Journal Entry		411.39	
				<u>411.39</u>	<u>1,473.13</u>
8170 Postage			196.00		
04/12/16	10320 V	PAYPAL SMART CONNECT		23.90	

**Jonesboro Airport Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	8170 Postage (cont.)			<u>23.90</u>	<u>219.90</u>
	8190 Repairs/Maintenance		114.16		
04/12/16	10312 V	Dacus Fence Co. Inc. 13880		<u>225.00</u>	
				<u>225.00</u>	<u>339.16</u>
	8200 Salaries - Manager		11,500.02		
04/30/16	P89	Payroll Journal Entry		<u>3,833.34</u>	
				<u>3,833.34</u>	<u>15,333.36</u>
	8210 Salaries - Other		2,231.75		
04/30/16	P89	Payroll Journal Entry		<u>1,596.00</u>	
				<u>1,596.00</u>	<u>3,827.75</u>
	8220 Supplies		347.02		
04/11/16	10313 V	FEDEX OFFICE 480100006286		3.39	
04/12/16	10332 V	Office Depot Credit 2169230		<u>199.57</u>	
				<u>202.96</u>	<u>549.98</u>
	8240 Telephone		898.69		
04/30/16	1t	general journal		(10.34)	
04/12/16	10308 V	AT & T		158.55	
04/12/16	10309 V	AT&T MOBILITY		<u>142.96</u>	
				<u>291.17</u>	<u>1,189.86</u>
	8250 Meals/Entertainment		133.67		
04/12/16	10317 V	Honey Baked Ham		<u>146.69</u>	
				<u>146.69</u>	<u>280.36</u>
	8280 Legal & Accounting		1,575.00		
04/12/16	10311 V	Cahoon & Smith Law Office		250.00	
04/12/16	10319 V	Orr, Lamb & Fegtly 6998		<u>320.00</u>	
				<u>570.00</u>	<u>2,145.00</u>
	9010 Interest Income		(567.20)		
04/30/16	1t	general journal		<u>(197.90)</u>	
				<u>(197.90)</u>	<u>(765.10)</u>
Current Profit/(Loss)		<u>(43,386.92)</u>	YTD Profit/(Loss)		<u>(186,336.99)</u>
Number of Transactions		64	The General Ledger is in balance		<u>0.00</u>

**Jonesboro Airport Commission
Transaction Listing**

Date	Reference	T	Account	Description	Amount	Reference Total
04/30/16	1		1020	Cash Disbursements	(52,906.31)	(52,906.31)
04/30/16	1t		1020	general journal	17,645.00	
04/30/16	1t		1020	general journal	858.78	
04/30/16	1t		1020	general journal	315.86	
04/30/16	1t		1020	general journal	100.00	
04/30/16	1t		1020	general journal	500.00	
04/30/16	1t		1020	general journal	2,105.80	
04/30/16	1t		1020	general journal	6,999.30	
04/30/16	1t		1020	general journal	196.92	
04/30/16	1t		1020	general journal	10.34	
04/30/16	1t		1020	general journal	(1,249.69)	
04/30/16	1t		1020	general journal	2,099.48	
04/30/16	1t		1034	general journal	0.98	
04/30/16	1t		1034	general journal	(21,543.75)	
04/30/16	1t		3040	general journal	813.69	
04/30/16	1t		3050	general journal	436.00	
04/30/16	1t		6002	general journal	(2,099.48)	
04/30/16	1t		6010	general journal	(17,645.00)	
04/30/16	1t		6011	general journal	(2,105.80)	
04/30/16	1t		6012	general journal	(100.00)	
04/30/16	1t		6015	general journal	(6,999.30)	
04/30/16	1t		6016	general journal	(858.78)	
04/30/16	1t		6017	general journal	(315.86)	
04/30/16	1t		6022	general journal	(500.00)	
04/30/16	1t		7005	michael baker	21,543.75	
04/30/16	1t		8240	general journal	(10.34)	
04/30/16	1t		9010	general journal	(197.90)	
04/01/16	10303	V	8110	Arkansas Blue Cross Blue Shield 10901775	854.51	854.51
04/30/16	10304		Payroll	McDonald, Ellis	174.77	
04/30/16	10305		Payroll	Gibson, Lanny	1,143.01	
04/08/16	10306	V	3060	Dept. of Finance & Administration	236.75	236.75
04/12/16	10307	V	7010	Arkansas Air Center	115.50	115.50
04/12/16	10308	V	8240	AT & T	158.55	158.55
04/12/16	10309	V	8240	AT&T MOBILITY	142.96	142.96
04/12/16	10310	V	7030	Barton's of Jonesboro 590605-I	4.08	4.08
04/12/16	10311	V	8280	Cahoon & Smith Law Office	250.00	250.00
04/12/16	10312	V	8190	Dacus Fence Co. Inc. 13880	225.00	225.00
04/11/16	10313	V	8220	FEDEX OFFICE 480100006286	3.39	3.39
04/30/16	10314		Payroll	JACKSON, GEORGE K	2,718.53	
04/12/16	10315	V	7010	Gibson's Sign Mart 65519	37.98	37.98
04/12/16	10316	V	7040	Greg Moore	650.00	650.00
04/12/16	10317	V	8250	Honey Baked Ham	146.69	146.69
04/12/16	10318	V	7030	Lowes Business Accounts	402.02	402.02
04/12/16	10319	V	8280	Orr, Lamb & Fegtly 6998	320.00	320.00
04/12/16	10320	V	8170	PAYPAL SMART CONNECT	23.90	23.90
04/12/16	10321	V	7010	Quality Farm Supply	660.92	660.92
04/12/16	10322	V	7040	Suddenlink	103.36	103.36
04/12/16	10323	V	7051	Suddenlink	79.95	79.95
04/12/16	10324	V	7030	TEC Electric	743.12	743.12
04/12/16	10325	V	1034	Jonesboro Airport Commission Project 936001	5,476.00	5,476.00
04/14/16	10326	V	7041	City Water & Light	124.32	124.32
04/14/16	10327	V	3080	Department of Workforce Services	65.14	65.14
04/14/16	10328	V	8100	Hollis & Burns Insurance 489	3,451.00	3,451.00
04/14/16	10329	V	8100	Hollis & Burns Insurance 495	28,656.00	28,656.00
04/14/16	10330	V	8100	Hollis & Burns Insurance 493	312.00	312.00
04/14/16	10331	V	8100	Hollis & Burns Insurance 494	3,213.60	3,213.60
04/12/16	10332	V	8220	Office Depot Credit 2169230	199.57	199.57
04/19/16	10333	V	6002	City of Jonesboro Payable 0055652	6,250.00	6,250.00

**Jonesboro Airport Commission
Transaction Listing**

Date	Reference	T	Account	Description	Amount	Reference Total
04/30/16	P89		1020	Payroll Journal Entry	(4,036.31)	
04/30/16	P89		3040	Payroll Journal Entry	(794.77)	
04/30/16	P89		3050	Payroll Journal Entry	(454.36)	
04/30/16	P89		3060	Payroll Journal Entry	(247.77)	
04/30/16	P89		3080	Payroll Journal Entry	(14.00)	
04/30/16	P89		8110	Payroll Journal Entry	(293.52)	
04/30/16	P89		8160	Payroll Journal Entry	411.39	
04/30/16	P89		8200	Payroll Journal Entry	3,833.34	
04/30/16	P89		8210	Payroll Journal Entry	1,596.00	
					Transaction Balance	<u>0.00</u>

Total Debits 112,372.94 Total Credits 112,372.94 A/C Hash Total 336756.000

Number of Transactions 67

**Jonesboro Airport Commission
Trial Balance**

Account	T	Account Description	1 Month Ended Apr 30, 2016	4 Months Ended Apr 30, 2016
1020	A	Cash - Centennial Bank	(27,360.83)	768,198.11
1034	A	Cash-Centennial Bank-Project Acct	(16,066.77)	173.19
2530	A	Rice Growers Stock	0.00	928.25
3040	L	Fica Taxes Payable	18.92	(794.77)
3050	L	FWH Taxes Payable	(18.36)	(454.36)
3060	L	SWH Taxes Payable	(11.02)	(247.76)
3080	L	State Unemployment Payable	51.14	(14.00)
5030	L	Beg Retained Earnings	0.00	(954,125.65)
6002	R	Grant Revenue-Federal & State	4,150.52	(252,341.92)
6010	R	Hanger Revenue - FBO	(17,645.00)	(70,580.00)
6011	R	Revenue-Sharp Aviation	(2,105.80)	(8,423.20)
6012	R	Revenue-Gate Card Fees	(100.00)	(2,200.00)
6015	R	Fuel Flowage	(6,999.30)	(23,154.15)
6016	R	HANGER-FOWLER FOODS	(858.78)	(3,435.12)
6017	R	HANGER-LANDRY	(315.86)	(1,263.44)
6020	R	Auto Rental Agency & Land Lease	0.00	(300.00)
6021	R	HANGER-HYTROL	0.00	(350.00)
6022	R	HANGER-GOLDEN EYE	(500.00)	(2,000.00)
6030	R	Terminal Building Leases-AIR CHOICE	0.00	(4,450.00)
6060	R	Other Income	0.00	(515.86)
7005	E	Grant Project Expenditures	21,543.75	457,007.92
7010	E	Grounds	814.40	1,420.75
7030	E	Hanger Expense-FBO	1,149.22	12,320.91
7040	E	Terminal Building Expense-	753.36	17,133.54
7041	E	Terminal Building Expense	124.32	1,652.09
7051	E	Fire Rescue Building Expense	79.95	884.37
7052	E	Sharp Aviation Expense	0.00	498.35
7060	E	Beacon & Field Lights	0.00	195.30
8090	E	Dues/Subscriptions	0.00	145.85
8100	E	Insurance	35,632.60	36,225.60
8110	E	Insurance - Medical	560.99	3,272.60
8160	E	Payroll Taxes	411.39	1,473.13
8170	E	Postage	23.90	219.90
8190	E	Repairs/Maintenance	225.00	339.16
8200	E	Salaries - Manager	3,833.34	15,333.36
8210	E	Salaries - Other	1,596.00	3,827.75
8220	E	Supplies	202.96	549.98
8240	E	Telephone	291.17	1,189.86
8250	E	Meals/Entertainment	146.69	280.36
8280	E	Legal & Accounting	570.00	2,145.00
9010	R	Interest Income	(197.90)	(765.10)
		Total	<u>0.00</u>	<u>0.00</u>
		Period Profit/(Loss)	<u>(43,386.92)</u>	<u>(186,336.99)</u>

**Jonesboro Airport Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
5 - Ellis McDonald Check #10304 04/30/16						
Gross Pay #5	0.0000	252.00	FICA-SS W/H	15.62		
			FICA-Med W/H	3.65		
			Federal W/H	45.36		
			State W/H	12.60		
TOTALS	<u>0.0000</u>	<u>252.00</u>		<u>77.23</u>		<u>0.00</u>
Number of Periods: 1					NET PAY:	174.77
Company Expenses:		FICA-SS: 15.63	FICA-Med: 3.65	FUTA: 0.00		
		AR SUTA: 1.26				
15 - Lanny Gibson Check #10305 04/30/16						
Gross Pay #5	0.0000	1,344.00	FICA-SS W/H	83.34		
			FICA-Med W/H	19.48		
			Federal W/H	63.00		
			State W/H	35.17		
TOTALS	<u>0.0000</u>	<u>1,344.00</u>		<u>200.99</u>		<u>0.00</u>
Number of Periods: 1					NET PAY:	1,143.01
Company Expenses:		FICA-SS: 83.33	FICA-Med: 19.49	FUTA: 0.00		
		AR SUTA: 6.72				
16 - GEORGE K. JACKSON Check #10314 04/30/16						
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: 6.02				

**Jonesboro Airport Commission
 Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals		Number of Checks: 3				
Gross Pay #5	0.0000	5,429.34	FICA-SS W/H	322.07	Ins 125	234.72
			FICA-Med W/H	75.31	Insurance	58.80
			Federal W/H	454.36		
			State W/H	247.77		
TOTALS	<u>0.0000</u>	<u>5,429.34</u>		<u>1,099.51</u>		<u>293.52</u>
					NET PAY:	4,036.31
Company Expenses:		FICA-SS: 322.07	FICA-Med: 75.32	FUTA: 0.00		
		AR SUTA: 14.00				