City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda

City Council

Tuesday, August 4, 2026 | **5:30 PM** | **Municipal Center, 300 S. Church**

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

Council Chambers, Municipal Center

PUBLIC HEARING AT 5:25 P.M.

PUBLIC HEARING REGARDING THE ABANDONMENT OF A 15' ALLEY LOCATED BETWEEN 1810 HENRY STREET AND 1812 HENRY STREET LOCATED ON PLAT OF DAVID CLIFFT AS REQUESTED BY DAVID CLIFFT

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

4. SPECIAL PRESENTATIONS

COM-26:036 UPDATE OF THE NEA CHILDREN'S MUSEUM PROJECT BY JORDAN CARLOW

Sponsors: Mayor's Office

5. CONSENT AGENDA

The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Jonesboro City Council for reading and study, are considered to be routine, and will be enacted by one motion of the City Council with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

MIN-26:067 MINUTES FOR THE CITY COUNCIL MEETING ON JULY 21, 2026

Attachments: CC Minutes 07212026.pdf

RES-26:079 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 218 W. FORREST, PARCEL 01-144073-27900, OWNED BY DERR LAVAUGHN IN THE AMOUNT OF $315

Sponsors: Code Enforcement and Finance

Attachments: 261761_218 W FORREST INVOICE.pdf
261761_COUNCIL NOTICE.pdf
Billing Request 218 W Forrest 261761.docx
ORIGINAL VIOLATION 261761 218 W FORREST.pdf

Legislative History

7/28/26 Finance & Administration Council Committee — Recommended to Council

RES-26:080 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 413 PARKVIEW, PARCEL 01-144302-18300, OWNED BY SANDHILL PROPERTY MGT IN THE AMOUNT OF $1,240

Sponsors: Code Enforcement and Finance

Attachments: 260721_413 PARKVIEW_INVOICE - Copy.pdf
260721_413 PARKVIEW_VIOLATION LETTER.pdf
Billing Request 260721_413 Parkview.docx
Council Notice 260721.pdf

Legislative History

7/28/26 Finance & Administration Council Committee — Recommended to Council

RES-26:081 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 616 E. OAK, PARCEL 01-144191-17500, OWNED BY JOYCE SCARBOUGH IN THE AMOUNT OF $275

Sponsors: Code Enforcement and Finance

Attachments: 262159 COUNCIL NOTICE.pdf
262159 NOTICE OF VIOLATION.pdf
262159_616 E OAK_INVOICE.pdf
Billing Request 616 E Oak 262159.docx

Legislative History

7/28/26 Finance & Administration Council Committee — Recommended to Council

RES-26:082 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 704 VINE, PARCEL 01-143134-22200, OWNED BY EKPE UKO IN THE AMOUNT OF $275

Sponsors: Code Enforcement and Finance

Attachments: 262104 COUNCIL NOTICE.pdf
262104 VIOLATION.pdf
262104_704 VINE_INVOICE.pdf
Billing Request 704 VINE 262104.docx

Legislative History

7/28/26 Finance & Administration Council Committee — Recommended to Council

RES-26:083 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1702 W. NETTLETON, PARCEL 01-143242-00800, OWNED BY EF HOLDCO WRE ASSETS REO LLC IN THE AMOUNT OF $315

Attachments: 262237 Council Notice.pdf
262237 Violation.pdf
262237_1702 NETTLETON_INVOICE.pdf
Billing Request 1702 W Nettleton Billing Req 262237.docx

Legislative History

7/28/26 Finance & Administration Council Committee — Recommended to Council

RES-26:084 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 5017 MT. CARMEL, PARCEL 01-133013-01500, OWNED BY KATHERINE ARTERBERRY IN THE AMOUNT OF $465

Sponsors: Code Enforcement and Finance

Attachments: 261441 COUNCIL LETTER.pdf
261441 VIOLATION.pdf
261441_5017 MT CARMEL_INVOICE_ARTERBERRY.pdf
Billing Request 5017 Mt. Carmel 261441.docx

Legislative History

7/28/26 Finance & Administration Council Committee — Recommended to Council

RES-26:085 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR THE CITY OF JONESBORO

Sponsors: Human Resources

Attachments: Employee Handbook Revised July 2026.pdf

Legislative History

7/28/26 Finance & Administration Council Committee — Recommended to Council

RES-26:086 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT RL PERSONS CONSTRUCTION, INC. FOR THE SOUTH CARAWAY ROAD WIDENING PROJECT - JOB NO. 2026:20

Sponsors: Engineering

Attachments: Contract Documents 2026 20.pdf
Bid Tab.pdf

Legislative History

7/28/26 Finance & Administration Council Committee — Recommended to Council

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-26:023 AN ORDINANCE REGARDING THE ABANDONMENT OF A 15' ALLEY BETWEEN 1810 HENRY STREET AND 1812 HENRY STREET AS REQUESTED BY DAVID CLIFFT

Attachments: Opinion Letter
Abandonment Plat
AT&T
CWL
Optimum
Ritter
Summit
Publication Receipt

ORD-26:024 AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

Legislative History

7/21/26	Public Safety Council Committee	Recommended to Council

ORD-26:026 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR ENCOURAGING ADVANCEMENT, INC. d/b/a BLAZING BUFFALO SPORTS GRILL, INC. TO BE LOCATED AT 3310 SOUTHWEST DRIVE, SUITE 7, JONESBORO, ARKANSAS

Attachments: Private Club Permit Application_Redacted
Publication Receipt

ORD-26:027 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR MATAJI LLC d/b/a MY PLACE HOTEL JONESBORO, AR TO BE LOCATED AT 2905 GILMORE DRIVE, JONESBORO, ARKANSAS

Attachments: Application_Redacted
Publication Receipt

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-26:020 AN ORDINANCE AMENDING APPENDIX 7 OF THE STORMWATER DRAINAGE DESIGN MANUAL

Sponsors: Engineering

Attachments: ARR150000 Permit 2026.pdf

Legislative History

7/7/26	Public Works Council Committee	Recommended to Council
7/21/26	City Council	Held at one reading

ORD-26:022 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CHANGE IN ZONING BOUNDARIES FROM C-3 GENERAL COMMERCIAL DISTRICT TO RM-12 LUO MULTI FAMILY RESIDENTIAL DISTRICT WITH LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 2038 NORTH CHURCH STREET, JONESBORO, ARKANSAS, AS REQUESTED BY NK & SONS INVESTMENT

Attachments:
- rezoning application signed
- 2038 N Church Rezoning Plat
- Kumar Rezoning-Certified Mail Receipts
- Staff Summary RZ_26_09
- rezoning information
- MAPC Minutes 06.23.26
- Publication Receipt

Legislative History

7/21/26	City Council	Held at one reading

ORD-26:025 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 1400 SOUTHERN RIDGE BLVD. AS REQUESTED BY FISHER ARNOLD

Attachments:
- Cover Letter - Rezoning
- Rezone Application_signed
- Plat
- FA_Rezoning Property Owner Notification Letter
- COJ_Rezoning Notification
- certified mail receipt
- Staff Summary RZ_26
- MAPC Minutes 07.14.26
- Publication Receipt

Legislative History

7/21/26	City Council	Held at one reading

ORDINANCES ON THIRD READING

ORD-26:017 AN ORDINANCE MODIFYING ORDINANCE 24:037 WHICH ESTABLISHED AND CONSOLIDATED SPECIAL TRAFFIC PATTERNS NEAR JONESBORO PUBLIC SCHOOL CAMPUSES

Sponsors: Engineering

Legislative History

6/16/26	Public Safety Council Committee	Recommended to Council

7/7/26	City Council	Held at one reading
7/21/26	City Council	Held at second reading

ORD-26:019 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

Legislative History

6/16/26	Public Safety Council Committee	Recommended to Council
7/7/26	City Council	Held at one reading
7/21/26	City Council	Held at second reading

ORD-26:021 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-3 TO C-3 FOR PROPERTY LOCATED AT 2911 BROWNS LANE

Attachments: 26139 -ORD-RZ.doc
Browns Lane Rezoning.pdf
26139 Hasley Brown39s Lane Rezone Packet.pdf
Staff Summary RZ_26.pdf
26139 - Halsey Brown's Lane Mail Receipts.pdf
associated.pdf

Legislative History

7/7/26	City Council	Held at one reading
7/21/26	City Council	Held at second reading

ITEMS THAT HAVE BEEN HELD IN COUNCIL

ORD-26:018 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO PD PLANNED DEVELOPMENT FOR PROPERTY LOCATED AT 1004 N. CARAWAY ROAD AS REQUESTED BY DAVID TAPP

Attachments: Staff Summary RZ_26-08
Rezoning-Application 1004 N Caraway
Plat
Certified Letter Receipts
MAPC Approved Rezoning 6.9.26 Minutes
1004 n caraway receipt

Legislative History

6/16/26	City Council	Held at one reading
7/7/26	City Council	Held at second reading
7/21/26	City Council	Postponed Temporarily

8. MAYOR'S REPORTS

COM-26:041 JUNE 2026 FINANCIAL STATEMENTS

Attachments: June 2026 Financials.pdf

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: COM-26:036

Agenda Date: 8/4/2026 **Version:** 1 **Status:** To Be Introduced

In Control: City Council **File Type:** Other Communications

UPDATE OF THE NEA CHILDREN'S MUSEUM PROJECT BY JORDAN CARLOW

Text File

File Number: MIN-26:067

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON JULY 21, 2026

City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes
City Council

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

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

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

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

Absent 1 - Ann Williams

4. SPECIAL PRESENTATIONS

Mayor Harold Copenhaver said, so next Council, we move on to item number four. We do have just a few short presentations that are not listed but they won't take long. Chief Hamrick, if you would like to come forward, I think you've got the first presentation that you would like to make this evening. And then Council, I'm going to roll on into that with Little Banks Mathis is going to come forward, he and his family. Chief, the floor is yours.

Fire Chief Marty Hamrick said, so Council, I want to highlight a few of our other city employees that probably don't get spotlight very often. Most of the time we deal with emergencies in the city, it's either Fire Department, Police Department that usually handles that. We had an incident on July 8th, earlier this month, where we had a car wreck that was in front of Discovery Island on Mathews. You know that ditch that sits to the north side, it's pretty deep, probably about 15 to 20 feet deep. We had a few of our parks employees who were out there mowing, happened to witness a car run off the road into that ditch. They scaled the ditch, helped the occupants out, and a dog got them up to safety, sit with them until the fire trucks and ambulances got there and dealt with appropriately. So we had the crew that was on the scene put these guys in for an award for the Fire Department we thought we'd present it here, and just highlight their activities that day and express our gratitude for the things our city does. So those three individuals are Antoine Blair, Antonio Blair, and Jaden Gaston. Y'all come up front, please. I don't know if Jim or anybody else with the parks wants to come up as well. We're going to give you guys an award of commendation for helping us out. We appreciate what y'all did, it's stuff you don't have to do that makes a difference. So, thank you very much for helping those people.

Mayor Copenhaver said, well you know now Council, it is time to also bring up another superhero. This young man, his name is Banks Mathis. I just want to give you a little update on who Banks is and what he is all about. He was diagnosed with acute flaccid myelitis, which is an extremely rare condition. He was one of only four children in the country diagnosed, the only case in Arkansas. And at this point, he's only the fourth child in the country diagnosed with the only case in this area. As I said earlier, he's been to Le Bonheur. He's received treatment at Shriners Hospital in Philadelphia, and he's done an amazing job. It affects the spinal cord, and Banks is a strong young man. And so I want to make you a strong citizen for our community. And it's proclamation for acute flaccid myelitis awareness month in July. So I couldn't think of a better person to honor. We're raising awareness through you by promoting education among families, educators, health care professionals, and community members are essential providing recognition of AFM and supporting affected individuals and their families. It is fitting to acknowledge the strength and resilience of AFM patients like yourself and their families, while also recognizing the ongoing efforts of researchers, health care providers, and advocates dedicated to advancing understanding, treatment, and support of those who have this rare condition. The City of Jonesboro recognizes local AFM warrior Banks Mathis. Extremely, his extraordinarily courage, his resilience, unwavering determination has transformed personal challenges into a powerful source of hope, inspiration, and advocacy, inspiring others and bringing greater awareness to AFM throughout the community and beyond. So I, therefore, Mayor Harold Copenhaver, the Mayor of the City of Jonesboro, Arkansas, do hereby proclaim the month of July 2026 as AFM Awareness Month in the City of Jonesboro and urge all residents to raise awareness of AFM and join together in advancing understanding and research and hope for a brighter future as what you and your family and Banks you're doing for our community. So I'm here to honor you and you need to go forward and serve that. Okay, congratulations young man. Kind of sets you back a moment, doesn't it?

5. CONSENT AGENDA

Approval of the Consent Agenda

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

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

Absent: 1 - Ann Williams

MIN-26:060 MINUTES FOR THE CITY COUNCIL MEETING ON JULY 7, 2026

Attachments: CC Minutes 07072026.pdf

THIS ITEM WAS PASSED ON THE CONSENT AGENDA.

RES-26:073 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY/ALEY CRAWFORD IN THE AMOUNT OF $275

Attachments: 2612 CRAWFORD_COUNCIL NOTICE_261474.pdf
261474_VIOLATION LETTER_2612 CRAWFORD.pdf
262805_BILLING REQ_2612 CRAWFORD.docx
262805_INVOICE_2612 CRAWFORD.pdf

THIS ITEM WAS PASSED ON THE CONSENT AGENDA.

Enactment No: R-EN-090-2026

RES-26:076 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO SUBMIT A NOTICE OF INTENT FOR THE FEMA FLOOD MITIGATION ASSISTANCE (FMA) GRANT PROGRAM FOR THE NORTH MAIN STREET DETENTION POND PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

THIS ITEM WAS PASSED ON THE CONSENT AGENDA.

Enactment No: R-EN-091-2026

RESOLUTIONS NOT ON THE CONSENT AGENDA

RES-26:075 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC.

Attachments: JETS Swim contract resolution .docx
JETS 2026 Swim Contract Signed.pdf

Councilmember Chris Gibson said, Mayor, just real quickly, I'm going to recuse from the next two I have been pulled. I do have a daughter that swims, but during the comment, I'm going to ask questions about the legality of that. So, I'll recuse.

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

Aye: 10 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman and LJ Bryant

Absent: 1 - Ann Williams

Recused: 1 - Chris Gibson

Enactment No: R-EN-092-2026

RES-26:077 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS TEAM FOR YEAR 2026

Attachments: SWAT 2026 Agreement final(BC.signed).pdf

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

Aye: 10 - Brian Emison;Chris Moore;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman and LJ Bryant

Absent: 1 - Ann Williams

Recused: 1 - Chris Gibson

Enactment No: R-EN-093-2026

RES-26:078 A RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A 15' ALLEY LOCATED BETWEEN 1810 HENRY STREET AND 1812 HENRY STREET LOCATED ON PLAT OF DAVID CLIFFT AS REQUESTED BY DAVID CLIFFT.

Attachments: Opinion Letter
Abandonment Plat
AT&T
CWL
Optimum
Ritter
Summit
Publication Receipt

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

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

Absent: 1 - Ann Williams

Enactment No: R-EN-094-2026

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-26:020 AN ORDINANCE AMENDING APPENDIX 7 OF THE STORMWATER DRAINAGE DESIGN MANUAL

Attachments: ARR150000 Permit 2026.pdf

Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-26:020 by title only. All voted aye.

Held at one reading

ORD-26:022 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CHANGE IN ZONING BOUNDARIES FROM C-3 GENERAL COMMERCIAL DISTRICT TO RM-12 LUO MULTI FAMILY RESIDENTIAL DISTRICT WITH LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 2038 NORTH CHURCH STREET, JONESBORO, ARKANSAS, AS REQUESTED BY NK & SONS INVESTMENT

Attachments: rezoning application signed
2038 N Church Rezoning Plat
Kumar Rezoning-Certified Mail Receipts
Staff Summary RZ_26_09
rezoning information
MAPC Minutes 06.23.26
Publication Receipt

Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-26:022 by title only. All voted aye.

Held at one reading

ORD-26:025 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 1400 SOUTHERN RIDGE BLVD. AS REQUESTED BY FISHER ARNOLD

Attachments: Cover Letter - Rezoning
Rezone Application_signed
Plat
FA_Rezoning Property Owner Notification Letter
COJ_Rezoning Notification
certified mail receipt
Staff Summary RZ_26
MAPC Minutes 07.14.26
Publication Receipt

Councilmember John Street motioned, seconded by Councilmember Chris Gibson, to suspend the rules and offer ORD-26:025 by title only. All voted aye.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-26:017 AN ORDINANCE MODIFYING ORDINANCE 24:037 WHICH ESTABLISHED AND CONSOLIDATED SPECIAL TRAFFIC PATTERNS NEAR JONESBORO PUBLIC SCHOOL CAMPUSES

Held at second reading

ORD-26:019 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Held at second reading

ORD-26:021 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-3 TO C-3 FOR PROPERTY LOCATED

AT 2911 BROWNS LANE

Attachments: 26139 -ORD-RZ.doc
Browns Lane Rezoning.pdf
26139 Hasley Brown39s Lane Rezone Packet.pdf
Staff Summary RZ_26.pdf
26139 - Halsey Brown's Lane Mail Receipts.pdf
associated.pdf

Waived Second Reading

ORDINANCES ON THIRD READING

ORD-26:018 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO PD PLANNED DEVELOPMENT FOR PROPERTY LOCATED AT 1004 N. CARAWAY ROAD AS REQUESTED BY DAVID TAPP

Attachments: Staff Summary RZ_26-08
Rezoning-Application 1004 N Caraway
Plat
Certified Letter Receipts
MAPC Approved Rezoning 6.9.26 Minutes
1004 n caraway receipt

PROPONENT ASKED THAT THIS ITEM BE TEMPORARILY POSTPONED UNTIL AUGUST 4, 2026.

Councilmember Chris Gibson said, I make a motion to table temporary until August 4th. There have been some new business developments come on this, and they have asked for a little bit more time, seconded by Councilmember Chris Moore. Mayor Copenhaver said, I do have a motion on the floor to table until August 4th. Is that correct, Chris? Councilmember Gibson said, that's correct.

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

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

Absent: 1 - Ann Williams

8. MAYOR'S REPORTS

Mayor Harold Copenhaver reported on the following:

First, I want to start with an update on some important infrastructure projects. Our multi-million dollar street maintenance and overlay program is well underway, and as of today, crews have overlaid portions, or all of, y'all ready? Barbara Ann, South Culberhouse, Huntington, West Jefferson, Leslie Ann, South Madison, Marzi Ann, South McClure, West Monroe, Nesbitt, Olive, Tony Ann, Union, Walnut, Warner, West Washington. Overlays will soon begin on Walnut, Vine, Floyd, Burr, Twin Oaks Street,

Andrews Cove, Timberlake Cove, West College Avenue.So these are quite a few streets, and I'll follow and keep you updated as we move on to additional streets as they come about.

The Arkansas Highway Department is also actively investing in Jonesboro. The Dr. Martin Luther King Eastern Bypass is approximately 72% finished with an updated completion date in late winter, early spring of 2027. The Highway 351 Airport overpass is approximately 88% complete. Highway 351 North and South intersection improvements are approximately 57% complete. Those improvements are estimated to be finished in the fall of 2027. So the next step will be widening 351 from Pleasant View to Peachtree. That is currently expected to start in 2027. The Southwest Drive and Parker Road intersection improvements are almost 25% complete. The Harrisburg and Parker Road improvements and widening project has just started and is approximately 2% complete. The new Highway 351 Connector Road that the city partnered with Arkansas State University and the State of Arkansas is currently on the planning stage. Those planning stages are about 60% complete.

Groundwork is underway on our new 911 Center. The pedestrian street improvements project on Johnson Avenue are underway. And last week we had an open bid on the South Caraway Road improvement project. That bid came in on target with internal construction cost estimates. All items are funded by our revenue bond. These projects represent more than total $125 million in infrastructure improvements happening right now in Jonesboro. All projects we will see come online within the next three years or so. That's incredible. So I want to thank you, Council, for helping make these projects happen.

And now a few items that don't involve pavement or concrete. I want to congratulate Council members Janice Porter and Kevin Miller at the recent AML Summer Convention they were honored for completing. Their Level 1 and Level 2 Civilpedia certification respectively. I appreciate their dedication to taking every opportunity to be available and expand their civic knowledge to continue providing incredible constituent services.

The Street Department and Breaking Bonds are focusing on cleaning up litter for our drainage ways and road sides despite the heat. This includes current hand cleaning, picking up at Turtle Creek, hats off to the hard work they do each day, and a big thumbs down to those who feel that they need to throw trash out the window. Quite frankly, I'm tired of it. We work too hard in this community to be proud of it, and I'm tired and tired of people dumping litter in the city that we live in. If you see these individuals, report these individuals. I'm fed up with it. We plan to do enhanced patrols along roadways, and we have repeat issues, and we're going to write tickets to anyone who makes the choice to litter in our streets.

I do want to offer a pat on the back to one of the neighbors, the city of Paragould, for recently being designated as one of the fastest percentage growth cities in the state. Listen, we need to continue to work together in this region to promote northeast Arkansas, and I look forward to seeing all our regions, including Jonesboro, grow. Not only does it open the door for more federal funding, but it creates more economic opportunities for our local businesses.

Keep Jonesboro Beautiful is finalizing plans for a planned Jonesboro public input meeting on Thursday, August 6th. Please show up. It's at Lost Pizza, and keep an eye out for those final details in the last couple of days.

Work has also been completed on upgrades to our tornado siren system so it won't go off on its own. While it wasn't without a hiccup, the end result is now an improved system with better connections, coverage, and dependable activation. And no, the tone of the sirens has not changed.

It's hot outside and will continue to be hot outside for a while, so please keep your pets in mind during this time. Make sure they have more water but not as much peanut butter. If your dog is like mine, they stay out in the heat too long. And please check on the elderly, neighbors, and relatives to ensure they're okay.

Last and most importantly, the annual Stuff the Bus event will be August 1st this year, next Saturday at Area Walmart stores. Thank you to the United Way for heading up this important and heartfelt program, and I encourage each of us to donate and help select children in the need before school starts back.

Also, Council, your monthly reports are now on the table that we promised last week, so please pick those up, and that will give you updates of every department that we have in the city.

9. CITY COUNCIL REPORTS

Councilmember Chris Moore said, Mayor, I've got to say, as someone who lives downtown, having all the roads repaved after City Water and Light went through and made the sewer repairs, it's pretty nice. It's been pretty rough down there for the last year and a half, so I appreciate getting on it and getting that all done. Mayor Copenhaver said, thank you.

Councilmember Chris Gibson said, yeah, as I said earlier, I've got some questions, and I really just need clarity. I'm not trying to belabor this or make a big deal out of it, but I do need some clarity. Recently, I've been accused of being non-transparent, and there have been some individuals within this community that have questioned my ethics in regard to my daughter being on a swim team and me being involved in the contract. Full transparency, my name is Chris Gibson. I'm a city councilman. I'm the chair of the Public Services Committee, and I do have a daughter that swims on a local swim team. I was involved very little in some contract word verbiage here recently in regard to the two swim teams here locally and lane usage, and it was directed completely toward public safety. My question is, do I need to recuse myself of everything that any of my family is involved in? I have abstained from being involved in their board because of conflict of interest. My daughter walks on sidewalks. My daughter plays in parks. My daughter soon will be driving on our city streets. If I need to recuse of everything, then I need to step down as the Chair of Public Services, so I need some clarity. Mayor Copenhaver said, thank you, councilman, for your comments. City Attorney Carol Duncan replied, I think that as a general rule, what the rule is is it's considered a conflict of interest if you or a family member could in some way benefit financially from the vote. So I personally would not interpret being on a swim team. I mean, I do see it similarly as playing in a park or that we vote on improving parks equipment or things like that. Being on a swim team, I don't see how you probably— it's a financial detriment based upon my experience with these sports, but I don't think that you would benefit financially from that, and therefore I would not see it as a conflict. I think the general rule is does a council member, does the Mayor, do myself or April benefit financially from this, and if so, we disclose that and, you know, refrain from participating in any discussions or conflicts that could arise from that. But, I don't see that as what I would interpret as a conflict, just off the top of my head. Councilmember Gibson said, thank you. Mayor Copenhaver said, thank you,

Carol.

Councilmember David McClain said, one thing, just I was having this conversation, and I think it touches to trying to help keep our community clean. We talked about a few years back looking at going from yard debris having to be put in paper bags. I feel like that's something we need to get done and go ahead and get over the finish line. There are some other cities, Conway, Fayetteville, Little Rock, Bentonville, they have that requirement, and I think it's something we should go ahead and switch to. So I don't know what the old ordinance or where it's at, but I think we should bring that back and maybe bring that back to Public Safety. Mayor Copenhaver said, we will look into that. (In the background, you can hear Chief Operating Officer Tony Thomas respond, it's on the way.) Councilmember McClain said, it's on the way, all right, thank you. City Attorney Carol Duncan replied, if I recall the hold up, it was making sure we had enough for our citizens before we implemented it, but that was when it was early and they weren't just everywhere. Councilmember McClain said, I can buy them at Lowes, Home Depot. Mr. Thomas said, there are a number of considerations I think that our Sanitation Department has given to that. We have gotten over the hump of availability of bags. You know, we have handed out bags. We still have bags that are available for the public to utilize. We were trying to make sure that we could get on a schedule, that we can pick up paper bags quicker than we were with the plastic bags because of the deterioration factor with the paper bags. And then lastly, we were trying to educate and ensure that the public was well aware of the change until the last item that the Sanitation Department and I have spoken about with the Mayor is a date. So the ordinance is prepared. We're just trying to get a date in there so that we have adequate time for the public to make that adjustment to paper without the outcry that we anticipate will come from some in our community. But the labor-intensive mechanism that we have with plastic and the inability to burn plastic, whether that's in an open pit, whether that's in an incinerator, we cannot burn plastic according to current state laws. And so that ordinance has been drafted. It's just a matter of finalizing a date and getting that through a process. Councilmember McClain said, thank you. Mayor Copenhaver said, thank you.

Councilmember Dr. Anthony Coleman said, yes, thank you. You can charge it to my ignorance for not being here for maybe the last meeting or two for personal reasons, but I saw the e-mail today regarding the Shelter building, and I did respond with a question. And, I just want to make certain Mayor and others understand my thoughts. You know the last time we talked about the JPD needing a building, it was two particular buildings and they were being leased and then now you're saying the Shelter building and purchasing it for I think right at $3 million and so my concern is we're spending a lot, spending, spending, spending. And what's the plan really because I do think and I am a believer that our JPD needs a house, they need a full house, they do. We keep talking about it but I don't hear a plan about it and so I think we need to address that along with asking us to consider purchasing another building so I just need to wrap my head around that whole thing. And, we're not going to talk about it today, I just want to make certain that it's shared and that we can have discussions about it openly. Thank you. Mayor Copenhaver responded, well that's the whole intent of course your council being aware that I'm asking questions from council, what are your concerns, what are your questions and of course I don't think any of us at this table ever expected that we'd have a facility that would be inoperable. So you have to adjust off your plan accordingly every now and then and so these are things that we're going to have to make adjustments in the community and that's what the FAQ will do and I appreciate your comments so we'll answer those questions as best we can. Councilmember Dr. Anthony Coleman responded, so let me say this because you said plan and that's the thing that I've been saying I haven't heard the actual plan and I'm

talking about the plan for the JPD having a facility that will house them. Mayor Copenhaver said, that's what we'll bring through with the FAQ. Councilmember Dr. Anthony Coleman responded, all right, thank you. Mayor Copenhaver said, thank you.

Councilmember L.J. Bryant said, question, Mayor. I was reading about Fort Smith having a problem with I guess folks were bussing homeless people into Fort Smith and they're having to take action. Have we seen any problems like that here? Mayor Copenhaver responded, not that I'm aware of. Matter of fact I think we've seen kind of a downturn a little bit. I haven't, I drive a lot and I haven't seen as much. Chief, you got anything to add to that? No. Okay. Police Chief Rick Elliott said, from time to time there's always transit people in and out. As far as a huge influx of different faces that we normally see on the street corners, not really a whole lot of difference. So nothing's really standing out. We can certainly check with shelters that provide needs to these individuals and see very similar faces in town, but like the Hope Foundation over on Fisher Street, but to my knowledge we've not seen that. And since the borders have shut down, we've seen a decrease in illegal immigrants coming into our area also. That was in fact a bigger problem than just the homeless issue. And a lot of people being bussed up to this part of the state and dumped by the busloads in nearby counties. Councilmember Bryant replied, and Fort Smith may have more of an issue being on the border of Oklahoma. Who knows. Let's keep our eye on Fort Smith and keep our eye here. So thank you, Mayor, thank you Chief. Mayor Copenhaver said, you bet. I'll contact the Mayor there. I know him well, so I'll contact him and get a follow-up with you.

10. PUBLIC COMMENTS

Melissa Baldwin, 927 West Matthews, said, and I would like to start with a positive note. Thank you to Ms. Duncan, Mr. Richardson, and Chief Elliott for meeting with Ms. Slicer and I to talk about an issue that we have. And not only the two of us, but I have talked to some other people that have the same issue. Being on 927 West Matthews, I invite, keeping it on a positive note, thank you for the roads. They're great. And thank you for the sidewalks. You will never hear a West Ender gripe about the sidewalks. We've got bikers, we've got trikers, we've got dog walkers, we've got, I don't want to say people walkers, but I mean people that walk, runners, it's fantastic. That being said, and I do feel like I come from the best neighborhood in Jonesboro. One of the oldest and one of the best, and making baby steps getting better and better and better. But there is a bit of a blunt. And I don't blame the city. This is about Airbnbs, and I blame the host. It's not the city, it's the host. And as we all know, you've got good hosts and you've got bad hostess' and everything. And so, after speaking with you kind people, I started researching more. Arkansas has no statewide licensing system or unified rulebook for Airbnbs or short-term rentals. Instead, state law prevents outright bans, which is fine, but leaves specific regulations, codes, and permitting up to individual cities and counties. I love Airbnbs. I stay in Airbnbs. I like them. Not against them. Not against them in Jonesboro. Like I said, you've got to be good, though. And that led me to some questions. And I gave you all these, and like I said, please disregard the misspelled words and the typos. It was one in the morning. I was tired. Are the, and a lot of this falls on Derrel, Planning & Zoning. It seems like they kept mentioning planning and zoning and everything I looked up. And are the hosts or the Airbnb services aware of our codes and regulations, or do we have codes and regulations, specific ones? Is there a list of them? If so, can I at some time get a list of what they are? Okay, that's my first one. The emergency phone number. Well, that's great. I mean, it is, but the police can't be everywhere all the time, and they don't know there's an emergency there until a neighbor calls and says, hey, we've got an emergency going on in this neighborhood. And we were talking to one of our council

people, and I was fussing, and another neighbor was concerned about it. We didn't call the emergency hotline, because I wasn't dying at that point. And I set on the line for 20-25 minutes. And as I did, the party got bigger and bigger and more out of control and more out of control. I have been told advised since then, to call the emergency number, because it does get out of control. Three, how many, and this was touched upon at the last meeting, how many legitimate complaints are allowed for these bed and breakfast to lose their license or Airbnbs? Is there a set number? Because I know Chief Elliot over there. I know he must have gotten 200 calls one day at least, and it was legitimate complaints, very legitimate complaints. It should not have been going on in our neighborhood. So is there any way that they can be…? I know some of the bigger cities have huge fines, huge fines. But at some point, if they just keep doing this over and over again, they've got to lose their license. And they just can't continue doing that. I feel like the host has a responsibility to the neighbors to thoroughly vent his renters. You don't let a rapper rent your house, put it on Facebook that we're doing a video. I'm from Blytheville, but you've been back here. He's not very savory. I'm doing a video, and I'm renting a house, and if you want to be in my video, come on down. That's not acceptable. There is a business next door to that house. That parking lot is packed. I would guess. Of course, my husband's back here. He said, you're exaggerating. I would say probably 50-60 cars. Am I exaggerating? I am. How many cars? Mr. Baldwin said, 100 cars. I'm not exaggerating that. I mean, it was packed. So, I just would like to know, like I said, if there's a list, and possibly to meet with you all again and see what we can do. Because it's not just my neighborhood. It's not just Ms. Slicer's neighborhood. There was another little lady sitting over here, and she had to leave. It was her neighborhood. And it's not all Airbnbs. And it's not all neighborhoods. But it's a problem we have. And I don't, you know… Mayor Copenhaver interrupted and said, Ms. Baldwin, yeah, your time is up, and I know. Ms. Baldwin continued, it's not either. I was talking fast. Everybody knows I talk fast. Mayor Copenhaver continued, well, no, and what I want to say is, too, I know that the earlier meeting where you were here, I noticed that several of the residents were here earlier, and I know the meeting before, it was kind of alluded to. And, Carol, do you want to add something there to finish up? City Attorney Carol Duncan said, yeah, we don't normally, but I know a lot of you have the same question. So I want to point you, in our code, if you start at section 42-146 and go down from there, it talks about short-term rentals, what they're required in order to get their privilege license, what they have to post their permit, and then 42-150 talks about the revocation of that privilege license. And it says that because we require them to have a designated local agent or local contact person. We talked about that a little bit earlier. But if they're unresponsive or unable to be contacted and the owner doesn't remedy the issue, that's a grounds for revocation of their privilege license. If the property is deemed a nuisance by the Mayor or his or her designee, factors which may be considered in deeming the property a nuisance include but are not limited to criminal activity on the premises, repeated complaints of loud noise on the premises, trash or debris on the premises, parking of cars in areas not designated for parking, so that might not, the parking lot across the street might not count, such as in a yard or grass or in such a way as to impede traffic on the street, and then failure to post their current privilege license permit on all online or other rental advertising. And, of course, they have a right to appeal that if we revoke their privilege license. Those are the general guidelines. So there's not like a set, you know, 15 noise complaints. It's just repeated complaints of loud noise. So more than one incident. Ms. Baldwin said, apparently, so what I got for an area this size, Jonesboro, Arkansas, and it gave, I put the recommendations on the back, but apparently those are what you've got. Ms. Duncan said, so some of them are very similar to what we've already adopted. And like I said, the biggest problem is finding them, making sure that they have a privilege license to even have something to revoke and then enforcing it. Mayor Copenhaver said, we have to put teeth in the privilege

license. Ms. Duncan said, and determining whether it's worth expending money on a service that can do that for us. Like I said, they were surprisingly expensive to me. But we're doing that research to see if that is something we, you know, it might be worth council looking at to invest in. Ms. Baldwin said, okay, well just keep me up to date. Ms. Duncan continued, but I did want to point you to that section. And the key is for neighbors to call them in so that we, first of all, know that they're there to determine whether they have a privilege license. And second of all, we can try to deal with the issue and talk to the owners and explain what our rules are about short-term rentals. Ms. Baldwin said, thank you, appreciate it. Ms. Duncan replied, you're welcome.

Karen Slicer, 5709 Slimbridge Drive, said, full disclosure, David McClain, Councilman McClain and I live in the same neighborhood. The party that took place on May 16 that I am going to speak about, there's exactly two houses between him and the Airbnb. So I will tell you also, full disclosure, that I might be a little nervous because I'm not used to speaking before such prestigious people. So anyway. And also disclosure, I am the HOA board chair for our neighborhood, which is not truly an honor. May 16th, there was a terrible, terrible party in our neighborhood. And I was gone that night working at a veterans' dinner. And so Sunday morning, I looked at my phone, and I had had the volume down because I was at some place where I didn't. And as forgetful as I am, I forgot to turn the volume back up. Sunday morning, I had scads of messages and calls. This party that went on, the people live in Fayetteville. They used to live, of course, on the street. This is not much of a concern to them. But I will tell you, there's 98 homes in our neighborhood. This caused a lot of havoc and fear. Drugs, beer bottles being thrown up in people's houses, people blocking the street. The police had to be called. One policeman came out. He could not handle it because these people refused to move their cars from blocking the street. So more people were called. There was three or four dispatchers working on this call. This house is on Smithfield. It's worth about maybe $475,000, and then it's been turned into an Airbnb. This is Lisa and Jason Stinnett that owned the house. They now live in Fayetteville. We've had trouble ever since the very moment that they decided to make this into an Airbnb. This was not the only time, but this was the worst time. I went down the next morning, the street, all the way around the curb Councilman McClain, was broken glass, beer bottles, stubs. I have never smoked pot. I don't know what it looks like, but I was informed a lot of those stubs were pot. You could still smell it. So the police, as I said, were called. They could not handle it. The one policeman couldn't handle it. This went on until after 5 in the morning. We had women that were alone with their children that were terrified because these cars were driving through yards and around houses. They had no business being there. So as a HOA chair, I'll tell you, I'm not as sweet as she is. I'm a little bit sour. I fully intend to pursue ways to strengthen the laws, increase fines in order to keep the Jonesboro neighborhoods safe. We have a beautiful neighborhood, but that's beside the point. All neighborhoods, regardless of the class of people or the class that we think they are in, deserve to be safe and to be able to have peaceful evenings. So when meeting with you all, I appreciated that so much. I did and still do. But an event where they advertise a party is illegal. They charge. People come from everywhere. They act like fools. So anyway, I think they need to follow the ordinances and requirements. What I've looked up is an event at a house is taxed like a hotel. And if it's taxed like a hotel, then by golly, it is a hotel. It is not a house. So anyway, talk about leaving lights on in a hotel. They were on for 24 hours. So according to Airbnb, he called the police and asked them to remove all the party. He has a camera. He got a lot of calls himself in Fayetteville. He asked the police to remove the people. And in meeting with you all, we found out that the police cannot remove people under that circumstance is what we understood. Ms. Duncan said, not the people that actually rented it. Now the rest of the people, maybe. Ms. Still continued, yes, I'm sorry. So lastly, I will just say that our board, we have an attorney

strengthing our bylaws. But what I need for the City Council to do is realize that, number one, we're not going away. Number two, that I will be willing to work with you. I do have some ideas on representatives and things. And I will be willing to work with you, as Ms. Baldwin will, too. And I have quite a few neighbors here. So we will work with you to figure out how to have anyone operating these short-term hotels. We need respect. We need peace. And we won't be at peace or placated. So we expect and want a solution. But we will help you work at that solution. So thank you. Mayor Copenhaver said, thank you for your time.

Brent Andrews (Mark Anderson), 808 Gloucester Close, Bridger Place, said, I was up that morning. It's like 4:30. And I heard the screams and stuff from the other side, like the neighborhood And I knew it was something you don't normally hear. So, I called 9-1-1. And by the time I got in the truck and went to the stop sign at the end of Bridger Close and Bridger Drive, I looked to the left. I had already seen the cop cars down there. And I saw all the people in the car before us driving. So I told dispatch, send everybody you've got, send more. There was the city police. There was the sheriff's department, tow trucks. I looked to the right towards that house. The cars was parked in the yards. It was just chaos. I mean, it was just…I know our neighborhood has been through the tornado. For one thing, the police, fire, they did not get paid to deal with that kind of crap. We invested, like my parents, a ton of time, money into that neighborhood. He was out there on foot. When we didn't have any power poles or lights after the tornado. I mean, we were trying to be as safe as possible. A lot of people work at the steel mills. And their wives and kids are at home. And you have, like she said, you're going to turn it into a party. Somebody needs to do something. Somebody needs to go. I mean, they came in our neighborhood. If they come on our property, lead poisoning is very deadly. If that kind of party comes back again, if they come over to the grass of our property, we will do what we gotta do. We are not going to put up with it. So, I think it would be safer if y'all do it. Mayor Copenhaver said, and I will add too, we've already ended our we have three minutes left in our 15 minutes. So, just a minute, Ms. Lack. I think it's also imperative that we realize these are expenditures that come on the city as well. And so, that's very costly when these events occur in our community because we have to obviously provide the resources to make that happen when they need to be somewhere else. So, yes, ma'am, you've got three minutes. Councilmember Chris Moore said, Mayor, before she speaks, I just have a quick question for Carol. Obviously, these two events were heavily reported to the police. What action there? What penalties became of that case? Ms. Duncan said, I couldn't answer what tickets might have been written that night. We're still researching and going to reach out. We wanted to get all our ducks in a row before we reach out to the owners of the property. Police Chief Rick Elliott said, there were arrests made and vehicles towed and the party disbanded. But, as they said, it took a lot of resources to handle the situation. But there was action taken, and as Ms. Duncan alluded to that, we cannot forcibly make the person that leased or rented the place leave, but we can the other occupants and essentially that is what happened. So, big problem. It took a little bit to get addressed. Obviously, they left a path of destruction across this. But, as they moved to, we did have an earlier meeting to discuss this, and as a discussion of public safety, we were looking at other ways to amend our current ordinances, maybe give a little bit more teeth into what we have in place. I know Ms. Duncan was doing research across the state, other Airbnbs, and how the police handled situations when they arise there. So, this is a problem since it's come to light. I brought up, there are some other issues we've had besides these two. So, it's kind of becoming a problem. Historically, in Jonesboro, we've seen these what we call pop-up parties take place in abandoned buildings, or buildings not maybe empty, and somebody will rent it to them for a night to throw a pop-up party. And we hammered down on that pretty hard, along with our fire marshals. So, now the end result is they've resorted to going to

Airbnbs and hosting the party until it gets shut down. That's essentially what's happened. They want to throw a party until we come along and run the fire and shut it down. But, it's at the expense of these homeowners losing their sleep and destruction of the property in the neighborhood. So, very good dialogue tonight on the topic, and we are currently looking at it, and I agree with these individuals that I'm looking to do we need to put more teeth into it. And I think there was a lot of discussion in the earlier meeting about the number of people that could be there on the lease and have more enforcement on that end. So, I think there's some things that's coming that will address this for not only their neighborhood, but across the city because I know two other areas where we have the same problem. Ms. Duncan said, and it's happening across the nation. Chief Elliott responded, it is. Ms. Duncan continued, but I will say, not to defend any bad short-term rental owners, but what I think we also find is they're renting it in different names. You may have had John Doe who threw the 300-person party, and you're like, well, I'll never rent to John Doe again. Well, John Doe's probably not the person who's on the rental agreement next time. It's Sally Smith or Sally. We have a Sally Smith. She's going to be really mad at me for saying that. I'm not blaming Sally Smith. They just rotate the name. Chief Elliott said, they work the system. Like any law we have, rules we have, people learn to work the system so we always have to stay on top of it. Councilmember Moore said, I was thinking at a much simpler level. I was thinking about disturbing the peace, illegal parking, just the basic small things you blow in there and write everybody up for that. Ms. Duncan said, yeah, all of that, our noise ordinance, all of that's still affected. Chief Elliott said, all applicable still. Councilmember Moore continued, yeah, I mean, because we passed a decibel noise ordinance. Ms. Duncan said, we still have that. Councilmember Moore went on, and I assume if it's like I didn't recognize her as Ruth, I'd call her Missy. But as Missy said, I would assume there was illegal parking in people's yards. Chief Elliott said, there was, that particular night the party grew pretty quick, and as she alluded to, that yes, I've received several phone calls from people in the West End, I think along with the Mayor's staff and the Mayor. And we put resources into it, and of course, it took a little bit to get it diffused and get it moved out. But, you know, we got it done. And the same thing in their neighborhood. Yeah, it may start out with one officer. But, you know, took additional resources, which takes away from other calls because they have to pour everything into it. And then, with the help of the sheriff's office, you know, coming to help disperse the big party. And, again, the problem is not people from Jonesboro, necessarily. It's out-of-towners coming in and taking advantage of our amenities and hosting these parties. And from there, they hit some of our convenience stores and gather on lots and cause problems until 3 or 4 in the morning. So it's like playing whack-a-mole all night on some of these weekends that will start out with a party, we'll bust it up, go together on the parking lot over here, and we'll bust it up until they finally get tired of us and go back to their respective homes, you know, outside of Jonesboro, in other counties or other cities. So it's not a new problem. It's just they're taking a different approach by going to the Airbnb's for their popup parties which includes these videos and all that. Mayor Copenhaver said, thank you, Chief.

Patti Lack, 4108 Forest Hill Road, said, and this is a request to you, Mayor Copenhaver, and to all you city council people, and also to Derrel Smith, is that today at the BZA meeting is that there was one of the variances being requested, and this was to put the TSC store in the old Fred's building. And they had the plan, and they were asking for three variances. They got two of them, and the third one came up. And it pertained to the road that is behind where Gina's is, and apparently that is a private road. And there were some solutions to it, but they left there knowing that, guess what, we're not going to have a TSC store because that TSC store is going to go probably to Brookland or it's going to go to Paragould. And the downfall that we have here for the city is that we're going to lose a lot of tax dollars and we're going to lose a really good

store. So I don't know if you, Mayor, and all you council people can review that a little bit and maybe work with the applicant and see how that can work out because it wasn't a huge issue. But I think if we lose that store, I think there's going to be sales tax dollars, but also, too, that's one more store that we're not going to have here in town. And the reason why they're moving is that the location that they have over there on Red Wolf Boulevard, they are going to move to a bigger store or location. The parking lot is going to be better too. So I hope, Mayor, you can work with the applicant there and we can keep that store here in Jonesboro. So thank you. Mayor Copenhaver said, thank you.

11. ADJOURNMENT

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

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

Absent: 1 - Ann Williams

_____ **Date:** _____

Harold Copenhaver, Mayor

Attest:

_____ **Date:** _____

April Leggett, City Clerk

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

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 218 W. FORREST, PARCEL 01-144073-27900, OWNED BY DERR LAVAUGHN IN THE AMOUNT OF $315

LEGAL DESCRIPTION: HALTOM S 2ND ADD

WHEREAS, DERR LAVAUGHN, the owner of record, was properly notified of a code violation at 218 W. FORREST, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/19/2026 using city funds in the amount of $315; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 218 W. FORREST

DATE	INVOICE NO
5/20/2026	0070385

BILL TO
Derr Lavaughn 218 W Forrest Ave Jonesboro, AR 72401

DUE DATE
6/24/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Filing Fee - 218 W Forrest	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 218 W Forrest	1.00	200.00	200.00	0.00	0.00	200.00
Contracted Mowing - 218 W Forrest	1.00	100.00	100.00	0.00	0.00	100.00
		INVOICE TOTAL:	**315.00**	**0.00**	**0.00**	**315.00**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
6/24/2026	0070385

Customer Name: Derr Lavaughn
Customer No: 025355

Account No: 0036121 - Code Enforcement Charges

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total:	315.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	315.00
INVOICE BALANCE:	**$315.00**
AMOUNT PAID:	_____

JONESBORO
ARKANSAS

Invoice# : 70385
Case# : 261761

Invoice Notice Mailed Prior to 06/24/2026

DERR LAVAUGHN
218 W FORREST AVE
JONESBORO, AR 72401

Subject: 218 W FORREST Parcel# 01-144073-27900

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/20/2026

To: Tosha Moss

Case #: 261761
Property Address: 218 W FORREST APN# 01-144073-27900
Jonesboro, AR. 72401

Mowing letter sent on : 04/20/2026
Comply by Date: 05/04/2026
Date of mowing Service: 05/19/2026

Need to send the following charges to this person.

Property Owner:
Derr Lavaughn
218 W Forrest Ave
Jonesboro, Ar. 72401

ITEMS	AMOUNTS
Filing Fees	$15.00
Admin Fees	$200.00
Contracted Mowing	$100.00
Total	$315.00

Thank you,

Eric Schmett
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403

JONESBORO
ARKANSAS

Notice of Violation

04/20/2026

DERR LAVAUGHN
218 W FORREST AVE
JONESBORO AR 72401-1625

Case #: 261761
In regards to property located at: 218 W FORREST, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the the property has overgrown grass and weeds around the whole property and ditch out front that need to be mowed and trimmed. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 05/04/2026. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:
30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

30-5 Unsightly or Unsanitary Conditions

8705588060

Sincerely,

Trey Perkins
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

Text File

File Number: RES-26:080

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

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 413 PARKVIEW, PARCEL 01-144302-18300, OWNED BY SANDHILL PROPERTY MGT IN THE AMOUNT OF $1,240

LEGAL DESCRIPTION: RIDGECREST ADD E1/2 LOT 1

WHEREAS, SANDHILL PROPERTY MGT, the owner of record, was properly notified of a code violation at 413 PARKVIEW, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 04/14/2026 using city funds in the amount of $1,240; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 413 PARKVIEW.

DATE	INVOICE NO
4/22/2026	0070326

BILL TO
Sandhill Property Management LLC 603 S Madison Jonesboro, AR 72401

DUE DATE
5/27/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Filing Fee - 413 Parkview	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 413 Parkview	1.00	250.00	250.00	0.00	0.00	250.00
Contracted Clean Up/Haul Off - 413 Parkview	1.00	975.00	975.00	0.00	0.00	975.00
		INVOICE TOTAL:	**1,240.00**	**0.00**	**0.00**	**1,240.00**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
5/27/2026	0070326

Customer Name: Sandhill Property Management LLC
Customer No: 025295

Account No: 0036108 - Code Enforcement Charges

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total:	1,240.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	1,240.00
INVOICE BALANCE:	**$1,240.00**
AMOUNT PAID:	_____

JONESBORO
ARKANSAS

03/16/2026

SANDHILL PROPERTY MANAGEMENT LLC
603 S MADISON AVE
JONESBORO AR 72401-2819

Case #: 260721
In regards to property located at 413 PARKVIEW, JONESBORO, AR 72401.

Dear: SANDHILL PROPERTY MANAGEMENT LLC

Our records show that you own the property listed above. We have observed that THE PROPERTY, PRIMARILY, IN THE BACKYARD, IS COVERED IN DEBRIS. CURRENTLY THE BACK YARD LOOKS LIKE A LANDFILL/SCRAP YARD. THERE IS A CAMPER TRAILER WHICH HAS COLLAPSED AND TOO MUCH JUNK TO BE ABLE TO LIST. EVERYTHING MUST BE CLEANED UP AND REMOVED FROM THE PROPERTY. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 03/31/2026. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO CLEAN UP THE PROPERTY BY REMOVING ANYTHING CREATING A VIOLATION, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section:
30-5 Unlawful storage

30-5 Unsightly or Unsanitary Conditions

54-36 Containment and disposal requirements

Cell 870-926-1404 Email: dlcooley@jonesboroar.gov

David Cooley
Code Enforcement Officer
Jonesboro, AR 72401

CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 04/22/2026

To: Tosha Moss

Case #: 260721
Property Address: 413 Parkview APN# 01-144302-18300
Jonesboro, AR. 72401

Clean up letter sent on : 01/30/2025
Comply by Date: 03/31/2026
Date of Clean up/Haul off Service: 04/14/2026

Need to send the following charges to this person.

Property Owner:
Sandhill Property Management LLC
603 S. Madison
Jonesboro, Ar. 72401

ITEMS	AMOUNTS
Filing Fees	$15.00
Admin Fees	$250.00
Contracted Clean up/Haul off	$975.00
Total	$1240.00

Thank you,

Eric Schmett
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403

JONESBORO
ARKANSAS

Invoice# : 70326
Case# : 260721

Invoice Notice Mailed Prior to 05/27/2026

SANDHILL PROPERTY MGT
603 S Madison
Jonesboro, AR. 72401

Subject: 413 Parkview Parcel# 01-144302-18300

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

Text File

File Number: RES-26:081

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

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 616 E. OAK, PARCEL 01-144191-17500, OWNED BY JOYCE SCARBOUGH IN THE AMOUNT OF $275

LEGAL DESCRIPTION: GREGG & HOUGHTON SUB KITCHEN PLACE ADD

WHEREAS, JOYCE SCARBOUGH, the owner of record, was properly notified of a code violation at 616 E. OAK, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/19/2026 using city funds in the amount of $275; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 616 E. OAK.

JONESBORO
ARKANSAS

Invoice# : 70392
Case# : 262159

Invoice Notice Mailed Prior to 06/25/2026

JOYCE SCARBOROUGH
616 E OAK
JONESBORO, AR 72401

Subject: 616 E OAK Parcel# 01-144191-17500

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

JONESBORO
ARKANSAS

Notice of Violation

04/29/2026

SCARBOROUGH JOYCE
616 E OAK AVE
JONESBORO AR 72401

Case #: 262159
In regards to property located at: 616 E OAK, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property has overgrown grass/weeds that needs to be mowed and trimmed. Please mow and trim entire property including any ditch/easements. . We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 05/12/2026. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:
30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

870-273-2336

Sincerely,

Chris Martin
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

DATE	INVOICE NO
5/21/2026	0070392

BILL TO
Joyce Scarborough 616 E Oak St Jonesboro, AR 72401

DUE DATE
6/25/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						1,100.00
May 2026 Incinerator Charges:						
Filing Fee - 616 E Oak St	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 616 E Oak St	1.00	200.00	200.00	0.00	0.00	200.00
Contracted Mowing - 616 E Oak St	1.00	60.00	60.00	0.00	0.00	60.00
		INVOICE TOTAL:	**275.00**	**0.00**	**0.00**	**275.00**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
6/25/2026	0070392

Customer Name: Joyce Scarborough
Customer No: 018720

Account No: 0034734 - Code Enforcement Charges

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total:	275.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	1,375.00
INVOICE BALANCE:	**$275.00**
AMOUNT PAID:	_____

CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/21/2026

To: Tosha Moss

Case #: 262159
Property Address: 616 E Oak St. APN# 01-144191-17500
Jonesboro, AR. 72401

Mowing letter sent on : 04/29/2026
Comply by Date: 05/12/2026
Date of mowing Service: 05/19/2026

Need to send the following charges to this person.

Property Owner:
Joyce Scarborough
616 E Oak St.
Jonesboro, AR 72401

ITEMS	AMOUNTS
Filing Fees	$15.00
Admin Fees	$200.00
Contracted Mowing	$60.00
Total	$275.00

Thank you,

Eric Schmett
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403

Text File

File Number: RES-26:082

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

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 704 VINE, PARCEL 01-143134-22200, OWNED BY EKPE UKO IN THE AMOUNT OF $275

LEGAL DESCRIPTION: NISBETTS 1ST ADD S1/2 LOT 6 62 1/2X95

WHEREAS, EKPE UKO, the owner of record, was properly notified of a code violation at 704 VINE, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/19/2026 using city funds in the amount of $275; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 704 VINE.

JONESBORO
ARKANSAS

Invoice# : 70390
Case# : 262104

Invoice Notice Mailed Prior to 06/25/2026

EKPE UKO
1304 HUNTINGTON AVE
JONESBORO, AR 72401

Subject: 704 VINE Parcel# 01-143134-22200

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

JONESBORO
ARKANSAS

Notice of Violation

04/27/2026

EKPE UKO
1304 HUNTINGTON AVE
JONESBORO AR 72401

Case #: 262104
In regards to property located at: 704 VINE ST, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property has overgrown grass/weeds that needs to be mowed and trimmed. Please mow and trim entire property including any ditch/easements. . We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 05/10/2026. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:
30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

870-273-2336

Sincerely,

Chris Martin
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

DATE	INVOICE NO
5/21/2026	0070390

BILL TO
EKPE UKO 1304 Huntington Ave Jonesboro, AR 72401

DUE DATE
6/25/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Filing Fee - 704 Vine	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 704 Vine	1.00	200.00	200.00	0.00	0.00	200.00
Contracted Mowing - 704 Vine	1.00	60.00	60.00	0.00	0.00	60.00
		INVOICE TOTAL:	**275.00**	**0.00**	**0.00**	**275.00**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
6/25/2026	0070390

Customer Name: EKPE UKO
Customer No: 025356

Account No: 0036123 - Code Enforcement Charges

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total:	275.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	275.00
INVOICE BALANCE:	**$275.00**
AMOUNT PAID:	_____

CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/21/2026

To: Tosha Moss

Case #: 262104
Property Address: 704 Vine APN# 01-143134-22200
Jonesboro, AR. 72401

Mowing letter sent on : 04/27/2026
Comply by Date: 05/10/2026
Date of mowing Service: 05/19/2026

Need to send the following charges to this person.

Property Owner:
EKPE UKO
1304 Huntington Ave
Jonesboro, AR 72401

ITEMS	AMOUNTS
Filing Fees	$15.00
Admin Fees	$200.00
Contracted Mowing	$60.00
Total	$275.00

Thank you,

Eric Schmett
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403

Text File

File Number: RES-26:083

Agenda Date:

Version: 1

Status: Recommended to Council

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1702 W. NETTLETON, PARCEL 01-143242-00800, OWNED BY EF HOLDCO WRE ASSETS REO LLC IN THE AMOUNT OF $315

LEGAL DESCRIPTION: PT SE NW 1604.4X132

WHEREAS, EF HOLDCO WRE ASSETS REO LLC, the owner of record, was properly notified of a code violation at 1702 W. Nettleton, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/19/2026 using city funds in the amount of $315; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 1702 W. Nettleton.

JONESBORO
ARKANSAS

Invoice# : 70391
Case# : 262237

Invoice Notice Mailed Prior to 06/25/2026

EF HOLDCO WRE ASSETS
314 S FRANKLIN 2ND FL
TITUSVILLE, PA 16354

Subject: 1702 W NETTLETON Parcel# 01-143242-00800

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

JONESBORO
ARKANSAS

Notice of Violation

05/01/2026

EF HOLDCO WRE ASSETS REO LLC
314 S FRANKLIN ST 2ND FLOOR
TITUSVILLE PA 16354

Case #: 262237
In regards to property located at: 1702 W NETTLETON, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property has overgrown grass/weeds that needs to be mowed and trimmed. Please mow and trim entire property including any ditch/easements. . We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 05/14/2026. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:
30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

870-273-2336

Sincerely,

Chris Martin
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

DATE	INVOICE NO
5/21/2026	0070391

BILL TO
EF Holdco WRE Assets REO LLC 314 S Franklin St 2nd Floor Titusville, PA 16354

DUE DATE
6/25/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Filing Fee - 1702 W Nettleton	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 1702 W Nettleton	1.00	200.00	200.00	0.00	0.00	200.00
Contracted Mowing - 1702 W Nettleton	1.00	100.00	100.00	0.00	0.00	100.00
		INVOICE TOTAL:	**315.00**	**0.00**	**0.00**	**315.00**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
6/25/2026	0070391

Customer Name: EF Holdco WRE Assets REO LLC
Customer No: 025357

Account No: 0036124 - Code Enforcement Charges

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total:	315.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	315.00
INVOICE BALANCE:	**$315.00**
AMOUNT PAID:	_____

CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/21/2026

To: Tosha Moss

Case #: 262237
Property Address: 1702 W Nettleton APN# 01-143242-00800
Jonesboro, AR. 72401

Mowing letter sent on : 05/01/2026
Comply by Date: 05/14/2026
Date of mowing Service: 05/19/2026

Need to send the following charges to this person.

Property Owner:
EF Holdco WRE Assets REO LLC
314 S Franklin St. 2nd Floor
Titusville, PA 16354

ITEMS	AMOUNTS
Filing Fees	$15.00
Admin Fees	$200.00
Contracted Mowing	$100.00
Total	$315.00

Thank you,

Eric Schmett
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403

Text File

File Number: RES-26:084

Agenda Date:

Version: 1

Status: Recommended to Council

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 5017 MT. CARMEL, PARCEL 01-133013-01500, OWNED BY KATHERINE ARTERBERRY IN THE AMOUNT OF $465

LEGAL DESCRIPTION: PT NE SW

WHEREAS, KATHERINE ARTERBERRY, the owner of record, was properly notified of a code violation at 5017 MT. CARMEL, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/06/2026 using city funds in the amount of $465; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 5017 MT. CARMEL.

JONESBORO
ARKANSAS

Invoice# : 70382
Case# : 261441

Invoice Notice Mailed Prior to 06/24/2026

KATHERINE ARTERBERRY
5017 MT. CARMEL
JONESBORO, AR 72401

Subject: 5017 MT CARMEL Parcel# 01-133013-01500

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658

JONESBORO
ARKANSAS

Notice of Violation

04/06/2026

KATHERINE ARTERBERRY
5017 Mount Carmel Rd
Jonesboro AR 72404-9038

Case #: 261441
In regards to property located at: 5017 MT CARMEL RD, JONESBORO, AR 72404

Our records show that you own the property listed above. We have observed that the PROPERTY HAS OVERGROWN GRASS AND WEEDS WHICH MUST BE MOWED. PLEASE MOW AN TRIM THE ENTIRE PROPERTY. THIS INCLUDES THE PASTURE AREA. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 04/16/2026. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO MOW AND TRIM THE ENTIRE PROPERTY, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:
30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

30-5 Unsightly or Unsanitary Conditions

Cell 870-926-1404 Email: dlcooley@jonesboroar.gov

Sincerely,

David Cooley
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

DATE	INVOICE NO
5/20/2026	0070382

BILL TO
Katherine Arterberry 5017 Mt Carmel Rd Jonesboro, AR 72404

DUE DATE
6/24/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						1,580.00
Code Enforcement Charges:						
Filing Fee - 5017 Mt Carmel Road	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 5017 Mt Carmel Road	1.00	200.00	200.00	0.00	0.00	200.00
Mowing - 5017 Mt Carmel Road	1.00	250.00	250.00	0.00	0.00	250.00
		INVOICE TOTAL:	**465.00**	**0.00**	**0.00**	**465.00**

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

DUE DATE	INVOICE NO
6/24/2026	0070382

Customer Name: Katherine Arterberry
Customer No: 024922

Account No: 0035995 - Code Enforcement Charges

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total:	465.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	2,045.00
INVOICE BALANCE:	**$465.00**
AMOUNT PAID:	_____

CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/20/2026

To: Tosha Moss

Case #: 261441
Property Address: 5017 Mt. Carmel Rd. APN# 01-133013-01500
Jonesboro, AR. 72404

Mowing letter sent on : 04/06/2026
Comply by Date: 04/16/2026
Date of mowing Service: 05/06/2026

Need to send the following charges to this person.

Property Owner:
Katherine Arterberry
5017 Mt. Carmel Rd..
Jonesboro, Ar. 72404

ITEMS	AMOUNTS
Filing Fees	$15.00
Admin Fees	$200.00
Contracted Mowing	$250.00
Total	$465.00

Thank you,

Eric Schmett
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403

Text File

File Number: RES-26:085

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

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR THE CITY OF JONESBORO

WHEREAS, the current employee handbook was previously revised by RES-24:167 on December 17, 2024; and

WHEREAS, this handbook serves as the primary policies and procedures manual for all employees; and

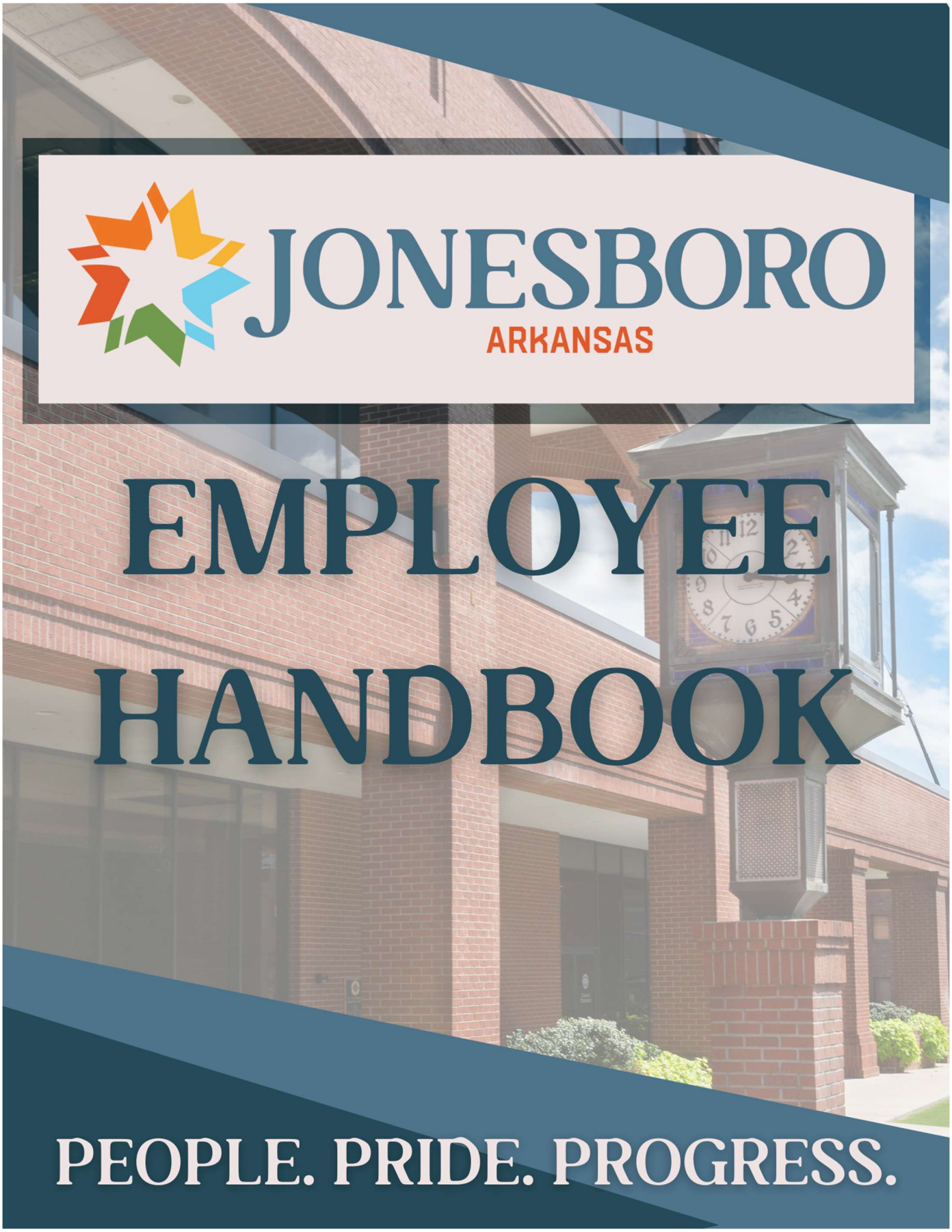
WHEREAS, there is a need for a revised employee handbook that outlines updated information and procedures.

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

Section 1. The City of Jonesboro Employee Handbook is hereby adopted by reference, as though set out herein word by word, as a guide for all employees of the City of Jonesboro.

Section 2. The City of Jonesboro Employee Handbook will be effective for all employees.

Section 3. All previous editions of any employee handbook for the City of Jonesboro are hereby repealed in their entirety.



Revised July 2026

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CITY OF JONESBORO

INTRODUCTION

This Handbook is designed to acquaint you with the City and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the City to benefit employees. One of our objectives is to provide an opportunity for employees to fully develop their potential and find job satisfaction, which will benefit the community greatly since it results in better service and higher productivity.

This Handbook is not a contract or a statement of rights and does not change your "At-Will" employment status. No supervisor has the authority to make changes to the Handbook. All changes must be approved by the City Council of the City of Jonesboro.

DEPARTMENTAL GUIDELINES

Policies, such as this Handbook, are approved by council.

Management is authorized to adopt lawful written guidelines governing the day-to-day operations of their department. All departmental guidelines must be approved by the Human Resources (HR) Director before they are considered effective. Departmental guidelines, if in conflict with the policies and procedures contained in this Handbook, will be superseded by the Handbook's provisions.

Employee Representative Committee

The Employee Representative Committee provides employees with a forum to share ideas, suggestions, and concerns that improve the workplace and organizational effectiveness. The Committee supplements the City's Open Door Policy by communicating matters of general employee interest to City leadership.

A Committee representative may provide an annual update to the City Council. Requests to appear before a City Council Committee must be submitted through the Human Resources Director or City Administrator in accordance with established procedures.

The Committee's membership, organization, election process, and operating procedures are maintained separately from this handbook and may be revised as needed.

SECTION I
EMPLOYMENT POLICIES

EQUAL EMPLOYMENT EMPLOYER

It is the continuing policy of the City of Jonesboro to ensure equal employment opportunity in all personnel actions taken. Our policy is stated as follows:

1. The City will comply with Title VII of the Civil Rights Act of 1964 in regard to recruiting, hiring, training, and promoting for all jobs, and will conform with all applicable laws and regulations.

2. Decisions on employment will be based solely on the individual's qualifications for the position being filled.

3. Any promotional decisions will be based solely on the individual's qualifications as related to the requirements of the position for which the individual is being considered.

4. All other personnel actions, such as compensation, benefits, transfers, terminations, and layoffs, return from layoff, and training programs will be administered in accordance with Title VII of the Civil Rights Act of 1964, and will conform with all applicable laws and regulations.

5. The HR Director is responsible for this policy and for the necessary reporting and monitoring procedures associated with it. Any complaints should be directed to his or her attention. This policy may be periodically reviewed.

AMERICANS WITH DISABILITIES ACT

The City of Jonesboro abides by the requirements of the Americans with Disabilities Act, the ADA Amendments Act, and state laws governing employment of individuals with disabilities. Qualified individuals with disabilities may be entitled to an accommodation in the application process and/or in the workplace. Any qualified individual with a disability who requires reasonable accommodation in the employment process and/or in the workplace shall notify the Human Resources Director.

EMPLOYMENT AT-WILL – NON-CIVIL SERVICE EMPLOYEES

Other than Civil Service employees of the Fire Department and employees of the Police Department, all other City employees are employed at will. Employment with the City of Jonesboro is voluntarily entered into, and the employee is free to terminate the employment relationship at any time, with or without notice and for any reason or no reason at all, with or without cause. Similarly, the City of Jonesboro may terminate the employment relationship at any time, with or without notice and for any lawful reason or no reason at all, with or without cause.

Policies set forth in this Employee Handbook are not intended to create a contract, nor are they to be construed to constitute a contractual obligation of any kind or a contract of employment between the City of Jonesboro and any of its employees. No employee, supervisor, manager, or any other City of Jonesboro representative is authorized to represent to any employee that they are employed by the City of Jonesboro on any other basis, and each employee should never interpret any such person's remarks, or anything written in this Employee Handbook, as a guarantee of continued employment. The provisions of the Employee Handbook have been developed at the discretion of management and, except for its policy of employment at will, may be amended or canceled at any time, at the City of Jonesboro's sole discretion.

VACANCIES, PROMOTIONS, JOB POSTINGS, and ADVERTISEMENT

Applications for city employment will not be accepted from anyone under 18 years old except for certain youth program positions.
Individuals seeking employment with the City may pick up an application at the HR Department or apply on-line on the website, www.jonesboro.org. Applications will only be accepted when the City is currently seeking to fill a vacancy or when a job opening is posted.

Applicants shall be disqualified from consideration for employment for any of the following reasons:

1. Falsification or misrepresentation of information on the application form or any employment related forms or documents.

2. Failure to submit by the closing date for applications any required application documents as described in the job announcement.

3. Improper influence; an attempt by the applicant or through others, with his/her knowledge, to influence a member of the hiring process.

4. Conviction of or pleading Nolo contendere to any felony and/or any misdemeanor, which, at the discretion of the Mayor, compromises the employee's position or reflects negatively upon the integrity of the City. Conviction is not an automatic bar to employment; all circumstances will be considered on a case-by-case basis.

It is the policy of the City of Jonesboro to hire and promote the most qualified applicant for all positions.

Vacancies open to external applicants will be announced and posted on the City's website, www.jonesboroar.gov and at other City Facilities at least 5 days before the deadline for applications. Copies of the job announcement will be sent to City Departments, to public and private employment agencies, local news media and other recruiting sources as needed.

The City may fill any vacancy by promoting an existing worker within the department without advertising the position outside the department. At the hiring manager's discretion, job openings may be restricted to current City employees only. Then the announcement will be posted for 3 days within City facilities. The final approval regarding filling positions will be made by the HR Director upon recommendation by the Hiring Manager. In emergent situations, where vital city services are at stake, any part of the normal hiring process may be waived upon approval by the HR Director.

PERSONNEL FILES

The City maintains an official personnel file on each employee in Human Resources. The file includes information that is needed by the City in conducting its business or as required by federal, state, or local law. Personnel files are the property of the City, and access is limited. You may view your own personnel file during normal business hours by contacting Human Resources.

To keep personnel files up to date, employees are responsible to notify HR in writing of any changes in name, address, telephone number, and marital status, number of dependents, beneficiary designations, W-4 changes, and emergency contact. Family status changes affecting insurance coverage must be made within 31 calendar days of a change in status or it may not qualify.

NEPOTISM AND PERSONAL DATING RELATIONSHIPS

The City welcomes the opportunity to hire and retain qualified employees who are related to one another by blood or marriage. However, since such relationships sometimes can create problems in the workplace, including suspicions of favoritism if the related employees are in a supervisor-subordinate relationship, it is the policy of the City that:

1. Any employee of the city who has or acquires a familial relationship (as defined below) with another employee shall not have any direct or indirect administrative or operational authority over the other person. This prohibition means not only that a person cannot supervise a family member but also that the family member cannot be in that person's chain of command; for example, a family member cannot work in a department in which a family member is their supervisor.
2. An employee of the city cannot use his/her authority or position with the city to benefit or to disadvantage another employee in a familial relationship. Although all such potential misuses of authority cannot be listed here, examples include an employee signing an evaluation for a family member or signing/approving a check payable to a family member.
3. Employees are required to notify the city's Human Resources Department of (a) any existing familial relationships; (b) any familial relationships that are created among employees (for example, by the marriage of two employees); and (c) the potential employment by the city of a family member.
4. The city will refuse to hire a job applicant who is in a familial relationship with a current employee if the applicant would be in a supervisory or subordinate position to the existing employee. City employees who marry one another during their employment will be allowed to remain with the city unless they are in a superior-subordinate relationship and there is no open position to which one of them may be moved.
5. "Familial relationship" within the meaning of this policy means two employees (or an employee and a job applicant) in the relationship of husband, wife, father, mother, brother, sister, son, daughter, uncle, aunt, nephew, niece, grandfather, grandmother, grandson or granddaughter, or any of those relationships arising as a result of marriage (for example, brother-in-law).

All hires and active employment that may be considered nepotism will require the Mayor's or the Mayor's designee's approval. Failure of obtaining the Mayor's or Mayor's designee's approval will be subject to disciplinary action, up to and including termination. It's important that any relationship that may cause a conflict of interest be reported to Human Resources for the necessary approvals.

The City realizes that personal relations of a romantic nature may develop between co-workers, and while the City does not wish to ban all such relationships outright, those who choose to engage in such relationships do so at their own risk, with knowledge their employment may be affected if the relationship results in inappropriate or unprofessional behavior, negatively impacts the common good or morale of other employees, or creates conflicts of interest. If such relationships exist between employees, then employees must report it to their supervisor(s) and HR. The City reserves the right to take the appropriate action it deems necessary. Dating relationships, in which one of the employees is the direct supervisor, are prohibited.

If you plan on entering into a dating relationship with another employee in your department, and one of you is in a direct supervisory position, the following actions must be taken.

1. You must notify your supervisor and the Human Resource Director immediately.

2. One of you will be required to resign or transfer to another department, if there is a position available, within 30 calendar days.

3. You may mutually agree on which one of you will transfer or resign.

4. If you cannot agree, the employee with the lower classification will be required to transfer or resign.

DRUG-FREE WORK PLACE POLICY

Section 1. Purpose of Policy

The City has a vital interest in providing for the safety and well-being of all employees and the public and maintaining efficiency and productivity in all of its operations. In fulfillment of its responsibilities, the City is committed to the maintenance of a drug and alcohol-free workplace. The City and certain employees who drive commercial motor vehicles are subject to the requirements of federal statutes and implementing regulations issued by the Federal Highway Administration of the U.S. Department of Transportation. However, certain city employees who perform safety and security sensitive functions are not covered by the foregoing provisions. In addition, the City has an interest in maintaining the efficiency, productivity and well-being of employees who do not perform safety or security-sensitive functions. In order to further provide a safe environment for city employees and the public, the City has adopted the following Drug-Free Workplace Policy for those employees who are not covered by federal law. This policy does not govern or apply to employees who are subject to testing as commercial motor vehicle operators under the foregoing federal law and regulations. They are governed by a separate policy enacted pursuant to that legislation. However, such employees may be tested as authorized by this policy if the circumstances giving rise to such testing do not arise from the employee's operation of a commercial motor vehicle.

Section 2. Policy Statement

(a) All employees must be free from the effects of illegal drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, during breaks or at lunch, or working or reporting for work when impaired by or under the influence of alcohol, or when drugs and/or drug metabolites are present in the employee's system, is strictly prohibited and grounds for disciplinary action up to and including immediate discharge. In addition, employees are subject to disciplinary action up to and including immediate discharge for the unlawful manufacture, distribution, dispensation, possession, concealment or sale of alcohol or drugs while on duty, on City property, in City vehicles, during breaks or at lunch.

(b) The City reserves the right to require employees to submit to urine drug testing and Breathalyzer alcohol testing to determine usage of drugs and/or alcohol as provided below. Employees must submit to all required tests. Any employee who refuses to submit to any required test without a valid medical explanation will be subject to immediate discharge. Refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, or submission or attempted submission of an adulterated or substituted urine sample shall be deemed refusal to submit to a required test.

(c) The City also reserves the right to require return to duty and follow-up testing as a result of a condition of reinstatement or continued employment in conjunction with or following completion of an approved drug and/or alcohol treatment, counseling or rehabilitation program.

Section 3. Medical Marijuana

Medical Marijuana usage under the Arkansas Medical Marijuana Amendment (AMMA) is subject to Act 593 of 2017, which restricts employees in safety or security sensitive positions from performing those duties if a positive test occurs. For positions designated as safety or security sensitive define by Act 593 or the City, a positive test constitutes a violation of this policy, and appropriate action will be taken in accordance with this policy. Likewise, if the City has a "good faith belief," as defined in Act 593, that an employee is under the influence of marijuana or has ingested marijuana during working hours - even if taken in accordance with the AMMA - that employee will be required to submit to a drug test for marijuana.

For positions that are not safety or security sensitive, the determination of whether an employee is under the influence of medical marijuana will not be based solely on the results of a positive drug test. Specific observations may include appearance, behavior, speech, walking, standing, physical dexterity, agility, coordination, actions, movements, demeanor, clothing, odor or irrational or unusual behavior that is inconsistent with the employee's usual conduct. Additional factors will be considered in making a determination, including observed lawfully recorded video surveillance; statements from the employee or other persons; printed materials that may accompany medical marijuana; information from a physician, medical review officer, or dispensary; records of government agencies, law enforcement; information from reputable reference sources in print or on the Internet; and any other information reasonably believed to be reliable or accurate, including information obtained as a result of a workers compensation injury or accident of any type.

Employees shall not possess, smoke, or otherwise use medical marijuana while on City premises or while on duty. The use may impair the employee's ability to safely perform any job-related function, resulting in a direct threat to the employee or others. For the purposes of this policy, a "direct threat" is a significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation. Any employee who exhibits behavior while taking a prescription medication temporarily that will affect the employee's ability to perform safety or security sensitive job functions, may be required to remain off work until they can safely perform such job functions. To properly evaluate the risk posed by an employee performing safety sensitive job functions, the employee may be asked to provide a statement from a health care provider with a recommendation as to the employee's ability to continue to work without posing a direct threat.

Any employee who is about to become or who is a current user of medical marijuana and whose job is classified as safety or security sensitive for purposes of this policy must disclose his or her upcoming or current use immediately to the Human Resources. The employee need not disclose the reason why he or she was issued a medical marijuana card or anything about his or her medical condition, unless required for other reasons. The employee must also provide his or her medical marijuana card to the Human Resources in order that a copy be made for the employee's file. If feasible, the City of Jonesboro will attempt to accommodate employees in safety or security sensitive roles who are about to become or who are current users of medical marijuana. If an accommodation is not feasible, employees may be terminated, although they will be considered eligible for rehire.

Applicants (internal or external) for safety or security sensitive jobs who are current users of medical marijuana must disclose their status only if they receive a conditional offer of employment. Current users of medical marijuana who are applicants will be disqualified from any safety or security sensitive jobs and/or duties but will be considered eligible to apply for available non-safety or non-security sensitive jobs or accommodated in some other reasonable fashion if possible. Further, these applicants will not be considered ineligible for safety or security sensitive jobs or duties in the future when they are no longer a current user of medical marijuana.

Any applicant for a non-safety or non-security sensitive job who tests positive for marijuana/THC must provide the Medical Review Officer with his or her medical marijuana card. City of Jonesboro will consider a positive drug test that is the result of medical marijuana use consistent with Arkansas law to be a "negative" test for applicants for non-safety or non-security sensitive jobs, unless there are one or more indications of being under the influence.

Section 4. Safety and Security-Sensitive Positions Defined

(A) A **safety-sensitive** position is one in which a momentary lapse of attention may result in grave and immediate danger to the public. The following positions are considered safety sensitive:

(1) Law enforcement officers who carry firearms.
(2) Motor vehicle operators who carry passengers including, but not limited to, ambulance drivers, bus or jitney drivers, and drivers who transport other city employees where the operation of a motor vehicle is not incidental to the employee's occupation. For the purposes of this section, a "motor vehicle" is defined as every vehicle which is self-propelled and every vehicle which is propelled by electric motor obtained from overhead trolley wires but not operated upon rails.
(3) Fire department employees and volunteer firefighters who directly participate in fire-fighting activities.
(4) Mechanics, welders and sheet metal workers who work on vehicles designed to carry passengers such as buses, ambulances, police cruisers, vans, aircraft, and the like.
(6) Lifeguards, emergency medical technicians, emergency services dispatchers, and rescue workers.
(7) Operators of heavy equipment, including front-end loaders, trucks, and riding lawn mowers, or other similar equipment, where the equipment is used around individuals, alongside the public right of way, or on public roads.
(8) Other employees whose duties meet the definition of safety or security sensitive after consultation with and approval by the Human Resources Director, and where the operation of a motor vehicle is not incidental to the employee's occupation.

(B) A **security sensitive** position includes:

(1) any police officer, police dispatcher and police department employee, including animal service employees, code enforcement officers, and clerical workers, employees of the I.T. Department, having access to information concerning ongoing criminal investigations and criminal cases, which information could, if revealed, compromise, hinder or prejudice the investigation or prosecution of the case.
(2) the City also considers law enforcement officers as holding security-sensitive positions by reason of their duty to enforce the laws pertaining to the use of illegal substances. Officers who themselves use such substances may be unsympathetic to the enforcement of the law and subject to blackmail and bribery.

Section 5. Drug-Free Awareness Program/Education and Training

The City will establish a Drug-Free Awareness Program to assist employees to understand and avoid the perils of drug and alcohol abuse. The City will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The City's Drug-Free Awareness Program will inform employees about: (1) the dangers of drug and alcohol abuse in the workplace; (2) the City's policy of maintaining a drug and alcohol-free workplace; (3) the availability of drug and alcohol treatment, counseling and rehabilitation programs; and (4) the penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of the Drug-Free Awareness Program, the City shall provide educational materials that explain the City's policies and procedures. Employees shall be provided with information concerning the effects of alcohol and drug use on an individual's health, work and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

Supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing shall receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and drug use.

Section 6. Prohibited Substances/Legal Drugs/Unauthorized Items

(a) Prohibited Substances. Alcoholic beverages and drugs are considered to be prohibited substances in the workplace. For purposes of this policy, the term "drugs" includes controlled substances (as identified in Schedules I through V of Section 202 of the Controlled Substances Act, 21 USC § 812, and the regulations promulgated thereunder, as defined in the Uniform Controlled Substances Act, Ark. Code Ann. § 5-64-201 et seq., or as defined by federal and state law), including synthetic narcotics, designer drugs, and prescription drugs, excepting: prescription drugs approved by and used in accordance with the directions of the employee's physician.

(b) The abuse, overmedication, inappropriate consumption, or mistreatment of prescription drugs approved by the employee's physician is considered to be the abuse of "drugs" as stated in § 5(a) of this Ordinance.

(c) Legal Drugs. The appropriate use of prescription drugs and over-the-counter medications is not prohibited. Any employee using a prescription drug should consult with his/her physician and pharmacist regarding the effects of the drug. Employees should read all labels carefully.

(d) Unauthorized Items. Employees may not have any unauthorized items in their possession or in any area used by them or under their control. Unauthorized items include, but are not limited to, alcoholic beverage containers and drug paraphernalia.

Section 7. Use of Alcohol and Drugs/Prohibited Conduct

All employees covered under this policy are subject to the following prohibitions regarding the use of alcohol and drugs (controlled substances):

(1) Employees shall not report for duty or remain on duty while impaired by the consumption of alcohol. An employee will be deemed to be impaired by alcohol if that employee has a blood alcohol concentration of 0.04% or greater.

(2) Employees shall not consume alcohol while on duty.

(3) Employees required to undergo post-accident testing shall not use alcohol for 8 hours following the accident, or until they undergo a post-accident alcohol test.

(4) Employees shall submit to all authorized drug or alcohol tests.

(5) Employees shall not report for duty or remain on duty while under the influence of any controlled substance, except when the use thereof is pursuant to the instructions of a licensed physician who has advised the employee that the effect of the substance on the employee does not pose a significant risk of substantial harm to the employee or others in light of his/her normal job duties.

(6) Employees shall not abuse, knowingly overmedicate, inappropriately consume, or otherwise mistreat any prescription drugs approved by the employee's physician.

(7) Employees shall not possess, smoke, or otherwise use medical marijuana while on city premises or while on duty.

In addition, subject to disciplinary rules set forth below, employees who are found to have an alcohol concentration of 0.02% or greater, but less than 0.04%, in any authorized alcohol test shall be removed from duty and may not return to duty until the start of the employee's next regularly scheduled shift, but not less than 24 hours following administration of the test.

The foregoing rules shall apply to all employees and shall apply while on duty, during periods when they are on breaks or at lunch, or not performing safety or security sensitive functions.

Section 8. When Drug and Alcohol Testing May Be Required of All Employees

Employees (and applicants) covered by this policy shall be required to submit to urine testing for use of prohibited drugs and/or Breathalyzer alcohol testing in the following circumstances:

(a) When the city has reasonable suspicion that an employee has violated any of the above prohibitions regarding use of alcohol or drugs. For purposes of this rule, reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The required observations must be made by two (2) of the following: a supervisor or city official or employee who is trained in detecting the signs and symptoms of misuse of alcohol and drug use.

(b) Return to duty testing is required after an employee has engaged in any of the above prohibitions

concerning use of alcohol or drugs, unless the violation results in termination.

(c) As part of a pre-employment physical examination after a conditional job offer has been made, a fitness for duty physical examination, or any other lawful required periodic physical examination. Non-safety and non-security sensitive positions will not be required to undergo a pre-employment drug or alcohol test unless the applicant is otherwise required to undergo a pre-employment physical examination after a conditional job offer has been extended to the employee.

(d) When the City management has a reasonable suspicion based on observations or credible information submitted to the City, that the employee is currently using, impaired by or under the influence of drugs or alcohol.

(e) When an employee suffers an on-the-job injury or following a serious or potentially serious accident or incident in which safety precautions were violated, equipment or property was damaged, an employee or other person was injured, or careless acts were performed by the employee. Such testing will be required of non-safety sensitive employees only when such factors, when taken alone or in combination with other factors, give rise to reasonable suspicion that the employee may be under the influence of drugs or alcohol.

(f) As part of a return to duty or follow-up drug and/or alcohol test required under an agreement allowing an employee to return to duty following disciplinary action for a positive drug and/or alcohol test, or as the result of a condition of continued employment or reinstatement in conjunction with or following completion of an approved drug and/or alcohol treatment, counseling or rehabilitation program. In order to return to duty, an employee who has a positive drug or alcohol test (i.e. a verified positive drug test or an alcohol test indicating an alcohol concentration of 0.04 or greater) must have a verified negative drug test and/or an alcohol test indicating an alcohol concentration of less than 0.02 and be evaluated and released by a substance abuse professional (SAP). In addition, the employee shall be subject to follow-up testing for a period not to exceed 24 months from the date of the employee's return to duty, in accordance with an SAP's recommendations. (The City also reserves the right to require return to duty and follow-up testing of an employee who has an alcohol test indicating an alcohol concentration of 0.02 or greater, but less than 0.04, based on an SAP's recommendations.)

(g) When any prohibited drug or alcoholic beverage, is found in an employee's possession.

(h) When the laboratory values in any authorized drug test indicated the need for additional testing, as determined by the Medical Review Officer (MRO), or where any authorized drug test must be canceled due to a collection, chain of custody or other procedural problem.

Section 9. When Drug and Alcohol Testing May Be Required of Employees Holding Safety and Security-Sensitive Positions

Employees in (and applicants for) safety and security-sensitive positions shall be required to submit to urine testing for use of prohibited drugs and/or Breathalyzer alcohol testing in the foregoing and in the following circumstances:

(a) When a safety-sensitive employee is involved in an accident involving a motor vehicle on a public road, and the employee's position is safety-sensitive because it involves driving a motor vehicle.

(b) Pre-employment testing for drugs (but not alcohol) when applicants position is safety sensitive.

(c) Random testing for drugs (but not alcohol) will be conducted. In order to treat all employees as equally as possible, and to maintain consistency in the administration of its efforts to maintain a drug-free workplace, random testing under this policy will be governed by 49 U.S.C. § 31306 and implementing regulations to the extent that it is lawful and feasible to do so. Further guidance must be found in The Omnibus Transportation Employee Testing Act of 1991 - Steps to Compliance for Arkansas Municipalities, published by the Arkansas Municipal League.

Section 10. Disciplinary Action Under Drug-Free Workplace Policy

(a) Employees may be subject to disciplinary action, up to and including discharge, for any of the following infractions:
(1) Refusal to submit to an authorized drug or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after he/she has received notice of the requirement to be tested or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, and/or submission or attempted submission of an adulterated or substituted urine sample.
(2) Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, during breaks or at lunch.
(3) Unlawful manufacture, distribution, dispensation, possession, concealment or sale of any prohibited substance, including an alcoholic beverage, while on duty, on City property, in City vehicles, during breaks or at lunch.
(4) Any criminal drug statute conviction and/or failure to notify the City of such conviction within five [5] days.
(5) Refusal to cooperate in a search.
(6) Having an alcohol concentration of 0.04% or greater in any authorized alcohol test.
(7) Testing positive for drugs and/or their metabolites in any authorized drug test. Except, employees authorized to use medical marijuana under the Arkansas Medical Marijuana Amendment are not subject to discipline solely because of a positive test for marijuana.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the City reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

Section 11. Employment Status Pending Receipt of Test Results

In addition to appropriate disciplinary measures, including suspension, which may be taken in response to the incident or course of conduct which gave rise to the test, the City reserves the right to decide whether the incident or course of conduct prompting the test is of such a nature that the employee should not be put back to work until the test results are received. If such a decision is made, the employee will be suspended without pay. Where the test result is negative, the employee will be reinstated with back pay, provided the employee has not been given an appropriate disciplinary suspension for violation of another work rule which also covers the time missed waiting for the test results.

USE OF TOBACCO

The Arkansas Clean Indoor Act of 2006 (Act) prohibits smoking in all enclosed areas within places of employment and public places. Smoking is not allowed in any building or vehicle owned or leased by the City. Additionally, the use of e-cigarettes, vape pens or a similar device is also prohibited. Smokers should use the designated smoking areas. The City will not discriminate or retaliate against any individual for making a complaint regarding a violation of the Act or this Use of Tobacco Policy, or for cooperating with an investigation regarding a violation of the Act or this Policy. A violation of this policy may result in disciplinary action up to and including termination of employment.

REFUSAL TO WORK

We are committed to public service. If you take part in any work stoppage, slowdown, strike or other intentional work interruption you may be terminated. If you have a concern, you should discuss the matter with your supervisor or HR. (Refer to page 51: Open Door Policy).

FAMILY AND MEDICAL LEAVE POLICY (FMLA)

Employees who have worked for the City for at least one (1) year in the past seven (7) years; who have worked at least 1,250 hours during the previous twelve (12) months (unless the employee is classified as an "exempt" employee under the Fair Labor Standards Act; an employee should consult with Human Resources to determine whether the employee is classified as exempt or non-exempt); and work at location where at least 50 employees are employed by the City within 75 miles of that work site are eligible for leave under the Family and Medical Leave Act (FMLA). The FMLA provides eligible persons with up to twelve (12) weeks unpaid leave during a twelve (12) month period for certain qualified family and medical situations.

Reasons for Taking Leave

1. For the care of the employee's child (birth or placement for adoption or foster care);

2. For the care of the employee's spouse, dependent child, or parent who has a serious health condition; or

3. For the employee's own serious health condition.

4. For a "qualifying exigency" resulting from the active-duty military service of the employee's spouse, son, daughter or parent who is currently serving in a reserve branch of the armed forces. A qualifying exigency includes: (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) any other leave for which the employer and employee have both agreed shall qualify as an exigency.

6. For the care of the employee's spouse, son, daughter, parent, or next of kin, who is a service member with a serious illness or injury incurred in the line of duty. Employees eligible for this type of leave may be eligible for up to twenty-six (26) workweeks of leave, rather than the usual twelve (12).

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regiment of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Eligibility for Military FMLA Leave

When electing to take FMLA leave for purposes of caring for an injured service member, the following definitions apply:
Covered service members are current members of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard, or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. This provision does not apply to former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.
Serious injury or illness means an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

Next of kin means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Duration of Military FMLA Leave

Leave to care for an injured or ill active-duty military member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Military FMLA leave runs concurrently with other leave entitlements provided under federal, state, and local law.

Leave Year

Except for purposes of leave to care for an injured service member, the leave year (the 12-month period), under this policy shall be calculated on a "rolling 12 month period" measured backward from the date a service member uses any family leave.

Substitution of Paid Leave for Unpaid Leave

If the employee has available accrued paid leave, the employee must use the paid leave first and take the remainder of his or her FMLA leave as unpaid leave.
An employee who is taking leave because of the employee's own serious health condition or the serious condition of a family member must use all accrued paid sick, comp time, or vacation leave prior to being eligible for unpaid leave.

An employee taking leave for the birth of a child must use paid sick leave for the employee's medically necessary leave following childbirth. The employee shall then use all comp time and vacation leave, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.
Employees who request FMLA leave should consult with the HR Director for details on the availability of sick, comp time, and vacation.

FMLA and Workers' Compensation

When an employee is on leave due to an on-the-job injury or illness which is a serious health condition under the FMLA, the workers' compensation absence and FMLA leave will run concurrently.

Advance Notice and Medical Certification

If the leave is to be covered completely through the use of sick or vacation leave, then the employee should provide notice as required under those policies where possible. However, where the need for the leave is foreseeable, and if some or all of the leave will not be covered through the use of vacation, **the City requires that written notice be provided to the HR Director thirty (30) days in advance of the leave**. If leave is not foreseeable, then the employee must provide notice to the City as soon as practicable.

Employees must provide the HR Director with sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform their job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the HR Director if the requested leave is for a reason for which FMLA leave was previously taken or certified.

An employee requesting FMLA leave must furnish the City with a medical certificate to support the need for a leave due to the employee's serious health condition or that of the family member. The employee will also be required to provide periodic reports of the employee's status while on leave. Further, the employee will be required to furnish recertification from a health care provider if he or she requests an extension of FMLA leave, if circumstances described by the previous certification have changed significantly, or if the City has information that casts doubt on the need for continued leave. At the end of the leave, the employee will be asked to present a doctor's certificate of fitness to return to work. If an employee is unable to return from leave because of a serious health condition, medical certification may be required.

Intermittent or Reduced Leave

Employees do not need to use FMLA leave in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary or specifically approved by the City. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employment and Benefits Status

During FMLA Leave, the City will maintain employees' health coverage under any "group health plan" on the same terms as if the employee's had continued to work. In most circumstances, employees returning from FMLA leave will be restored to their original or equivalent pay, benefits, and other employment terms. The City may find it necessary to deny reinstatement to certain highly compensated employees, but only if it is found necessary to avoid substantial and grievous economic injury to the operation of the City.

Employees who take advantage of FMLA leave will be eligible for any employment benefit that accrued prior to the start of the leave.

Medical Insurance Coverage

During FMLA leave, employees may continue to participate in the City's group health plan under the same conditions as if they continued to work. The City will make arrangements with employees requesting leave for the continued payment of the employee's share of the medical premium. If an employee fails to make premium payments as arranged and becomes in arrears for more than thirty (30) days, coverage will terminate. The employee may resume coverage when he or she returns from leave without having to re-qualify for insurance coverage.

Other Rights and Obligations

The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the City will notify them of their rights and responsibilities. If they are not eligible for leave, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA-protected, then it will notify the employee.

The FMLA makes it unlawful, and the City will not:

(i) Interfere with, restrain, or deny the exercise of any right provided under the Family and Medical Leave Act.

(ii) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

We have posted and will continue to display the poster entitled:

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT
WH Publication 1420

For more information about our Family Medical Leave Policy, please contact the Human Resources Director or see the "Employee Rights and Responsibilities" form attached to this handbook.

USE OF CITY ASSETS AND RESOURCES

TELEPHONES

City telephones are to be used to conduct city business. Long distance, toll calls, or any calls that incurs a cost to the city that are of a personal nature are prohibited unless prior approval is received in writing from your supervisor. Although occasional, limited personal telephone calls are permitted, they should be kept to a minimum in time and frequency and should not interfere with work performance of the employee or the employee's colleagues. Discretion should be used in discussing confidential information using cellular communication. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment.

City-issued cellular, mobile telephones or SMART phones should be used for city business-related purposes. Personal calls are to be minimized so the city doesn't incur any cost. The city reserves the right to monitor the billing and use of all city-issued cellular/mobile telephones and has the authority to withhold any unauthorized amounts from the employee's wages. By accepting the use of city-issued cellular telephones, employees agree to promptly reimburse the city for all personal calls made which are deemed by the city to be excessive in frequency or duration.

All employees must follow the City's policies regarding harassment prevention when using city phones. No smart phones may be used to display or distribute sexually offensive, racist, or derogatory materials. This includes, but is not limited to, derogatory pictures, videos, sounds, words, drawings, or cartoons. Any employee who violates the conditions of these policies relating to cellular/mobile or SMART phone usage is subject to having the use of the employee's city-issued cellular/mobile phone terminated.

COMPUTERS AND OTHER TECHNOLOGICAL RESOURCES

To help maximize its employees' efficiency in carrying out their respective job duties, the City of Jonesboro provides various information and technology resources such as email, computers, software/computer applications, networks, the Internet, the intranet, facsimile machines, cell phones, pagers, and other wireless communication devices and voicemail systems. Please remember that these tools are city property and must be used in a manner that reflects positively on the city and all who work here. Occasional, limited personal use of these resources is permitted, but should not interfere with your work performance, or the work performance of your colleagues. Employees, however, should have no expectation of privacy as to their use of city property. The city has the right to access and monitor any and all messages and files on electronic equipment owned by it and will do so as deemed necessary and appropriate. Employees will be held accountable for all usage of their systems and shall keep their keywords and passwords confidential to protect their assigned equipment and their files from misuse. Employees shall not access or copy software of data belonging to others or to the city. Reading another employee's files is prohibited unless authorized by the department head. Employees shall not transport software or data provided by the city to another computer site without prior authorization from the department responsible for the data.

The city will not tolerate inappropriate or illegal use of these assets and reserves the right to take appropriate disciplinary actions, as needed, up to and including termination of employment. Such inappropriate use of these resources can include, but is not limited to, the following:
• Hacking.

• Pirating software or audio/video files.
• Soliciting.
• Distributing literature for outside entities.
• Sending inappropriate emails.
• Accessing, viewing, or downloading inappropriate websites, i.e., sites advocating hate, violence, sexually explicit material, or promoting illegal activities.
• Distributing confidential information to persons/entities who are not entitled to such information.
• Storing or placing unlawful information on a computer or the network.
• Copying system files without proper authorization.
• Copying copyrighted materials without proper authorization.
• Use of abusive or otherwise objectionable language in either public or private messages.
• Sending messages that are likely to result in the loss of the recipient's work or systems use.
• Sending "chain-letters," jokes, lists, or any other types of use that would cause congestion or disrupt the operation of the networks or otherwise interfere with the work of others.
• Decryption of system or user passwords.

Only software which has been purchased or approved by the City of Jonesboro may be loaded or used on any of its computers. All software, programs, applications, templates, data, and data files stored in, residing on, or developed with city computers, networks, or storage media are property of the city and shall not be removed from the workplace without proper authorization. The city's software and software manuals should not be duplicated or reproduced in any manner which would violate the license agreements which pertain to usage of the software.

Computer equipment, including software, should not be removed from city premises without prior written approval from the Department's Director and the City's Director of Information Systems.

The city reserves the right to monitor and inspect, without notice, the use of its information and technology resources.

INTERNET ACCESS

Internet access is provided to employees to conduct city business. Employees accessing the Internet are to do so for business-related purposes only. The city reserves the right to monitor Internet use to assure that Internet use is for legitimate business purposes and that access to the Internet is not abused by any one employee.

Downloading files should be for business use only and should not be downloaded using any peer-to-peer network.

ELECTRONIC MAIL AND CONFIDENTIALITY

The City of Jonesboro provides electronic mail for business purposes. The city maintains the ability to access any messages left on or transmitted over the system. Employees should not assume that such messages are confidential or that access by the city or its designated representative will not occur. Therefore, any personal use of the city's electronic mail system shall be kept to a minimum.

The electronic mail system shall not be used to solicit or further commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations; to create any unwelcome, offensive, or otherwise disruptive messages including sexual innuendo, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability; or to send or receive copyrighted materials, trade secrets, proprietary or financial information, or similar materials without prior written

authorization from the owner of the material.

ARTIFICIAL INTELLIGENCE (AI) AND AUTOMATED DECISION TOOLS

The City of Jonesboro recognizes that artificial intelligence (AI) and automated decision tools can improve efficiency, enhance public services, and assist employees in performing their duties. The City is committed to the responsible, ethical, secure, and lawful use of these technologies and establishes this policy to govern their use in conducting City business.

Authorized Use

Employees may use only City-approved AI tools for legitimate City business and only in accordance with this policy and applicable administrative guidelines.

AI may be used to assist employees with research, drafting documents, summarizing information, data analysis, communications, and other administrative tasks. AI is intended to assist employees and shall not replace professional judgment or independent decision-making.

Human Oversight

Employees remain responsible for all work products created with AI assistance. AI-generated content must be reviewed for accuracy, completeness, confidentiality, and compliance with applicable law and City policy before it is relied upon, distributed, or used in conducting City business.

No employment decision, disciplinary action, procurement decision, financial determination, permit approval, or other official City action shall be based solely upon an AI-generated recommendation. An authorized City employee must independently review the information and make the final decision.

Confidential Information

Employees shall not upload confidential, sensitive, personally identifiable, medical, financial, personnel, law enforcement, attorney-client privileged, or other non-public City information into any AI system unless the platform has been approved by the Information Systems Department and such use is authorized by City policy.

Employees shall comply with all City policies regarding confidentiality, cybersecurity, records retention, and the Arkansas Freedom of Information Act when using AI.

Employee Responsibility

Employees are responsible for ensuring AI-assisted work is accurate, appropriate, and consistent with City policies and applicable law. AI shall not be used to circumvent legal requirements, ethical standards, or supervisory review.

Unauthorized use of AI or misuse of AI technologies may result in disciplinary action, up to and including termination.

Administrative Guidelines

The HR Director, in coordination with the Information Systems Director, may issue and revise administrative guidelines governing the implementation, security, approved platforms, training, and operational use of artificial intelligence. Such guidelines remain consistent with this policy and may be updated as technology and legal requirements evolve.

REMOVAL OF CITY PROPERTY

No city owned, leased, or licensed computer equipment or documents may be removed from city premises without prior approval from the Director and the Department of Information Systems.

USE OF PRIVATELY OWNED ELECTRONIC COMMUNICATIONS EQUIPMENT FOR PUBLIC JOB RELATED PURPOSES

Employees with personal privacy concerns should be aware that there may be consequences to using privately owned electronic communications equipment (including privately owned cell phones) for work related purposes. If an employee uses privately owned equipment for work related purposes, such as work-related text messages or emails, the records of the privately owned equipment might be subject to disclosure to the public by the Arkansas Freedom of Information Act. Employees are therefore encouraged to use city-owned communications equipment and city-owned software (such as city email) when communicating for job related purposes.

WAIVER OF PRIVACY

Employees waive their right to privacy in anything created, stored, sent, or received on the city's computer or telecommunications system. The city reserves the right to inspect any data, emails, social media content, files, settings, or any other aspect of access made by a city-owned computer or related system and will do so on an as-needed basis as determined by the Director of Information Systems. Employees understand that any information created, stored, sent, or received on the city's computer or telecommunications system may be subject to the provisions of the Freedom of Information Act, regardless of whether the information is business-related or personal to the employee. Therefore, any such information may be accessed and/or inspected at any time by any member of the public unless it is exempted by law from disclosure.

SOCIAL MEDIA POLICY

Purpose of Policy for City of Jonesboro Social Media Site(s)

This policy establishes guidelines for the establishment and use by the City of Jonesboro of social media sites (including but not limited to Facebook and Twitter) as a means of conveying City of Jonesboro ("City") information to its citizens.

The intended purpose behind establishing City of Jonesboro social media sites is to disseminate information from the City, about the City, to its citizens.

The City of Jonesboro has an overriding interest and expectation in deciding what is spoken on behalf of the City-on-City social media sites.

For purposes of this policy, social media is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include, but are not limited to, Facebook, blogs, Myspace, RSS, YouTube, Second Life, Twitter, LinkedIn, Delicious, Snapchat, Instagram, Pinterest, and Flicker. **For purposes of this policy, "comments" include information, articles, pictures, videos, or any other form of communicative content posted on a City of Jonesboro social media site.**

General Policy

The establishment and use by any City department of City social media sites are subject to approval by the Mayor or his/her designees. All City of Jonesboro social media sites shall be administered by City of Jonesboro Information Technology ("IT") staff.

1. City social media sites should make clear that they are maintained by the City of Jonesboro and that they follow the City's Social Media Policy.
2. Wherever possible, City social media sites should link back to the official City of Jonesboro website for forms, documents, online services and other information necessary to conduct business with the City of Jonesboro.
3. The Communications department will monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City of Jonesboro.
4. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the Communications department for a reasonable period of time, including the time, date and identity of the person posting, when available.
5. These guidelines must be displayed to users or made available by hyperlink.
6. The City will approach the use of social media tools as consistently as possible, enterprise wide.
7. The City of Jonesboro's website at http://www.jonesboro.org/ will remain the City's primary and predominant internet presence.
8. All City social media sites shall adhere to applicable federal, state and local laws, regulations, and policies.
9. City social media sites are subject to the Arkansas Freedom of Information Act. Any content maintained in a social media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.
10. Comments on topics or issues not within the jurisdictional purview of the City of Jonesboro may be removed.
11. Employees representing the City government via City social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.
12. City employees who post information on social media sites are expected to conduct themselves in accordance with all City policies, specifically including, but not limited to, the Harassment Prevention Policy, the Conduct towards the Public Policy, the Workplace Violence Policy, and the Conduct Guidelines Policy.
13. City Employees are to refrain from posting on social personal networking sites or media, photographs of City personnel wearing City distinguishable uniforms, logos, shields, badges, weapons, or writings that readily identify one as an employee of the City. City personnel are permitted to "share" or link to postings by the City on their personal networking sites or media. Otherwise, when representing the City in an official capacity, City personnel may request that the Communications department post on the official City website and/or social media, photographs of the City personnel wearing City distinguished uniforms, logos, shields, badges, weapons, or writings that readily identify one as an employee of the City.
14. This Social Media Policy may be revised at any time.

Comment Policy

1. As a public entity, the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.

2. The intended purpose behind establishing City of Jonesboro social media sites is to disseminate information from the City, about the City, to its citizens.

3. Comments containing any of the following inappropriate forms of content shall not be permitted on City of Jonesboro social media sites and are subject to removal and/or restriction by the Public Information Coordinator or his/her designees:

    a. Comments not related to the original topic, including random or unintelligible comments.

    b. Profane, obscene, violent, or pornographic content and/or language.

    c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin.

    d. Defamatory or personal attacks.

    e. Threats to any person or organization.

    f. Comments in support of, or in opposition to, any political campaigns or ballot measures.

    g. Solicitation of commerce, including but not limited to advertising of any business or product for sale.

    h. Conduct in violation of any federal, state, or local law.

    i. Encouragement of illegal activity.

    j. Information that may tend to compromise the safety or security of the public or public systems; or

    k. Content that violates a legal ownership interest, such as a copyright, of any party.

4. A comment posted by a member of the public on any City of Jonesboro social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Jonesboro, nor do such comments necessarily reflect the opinions or policies of the City of Jonesboro.

5. The City of Jonesboro reserves the right to deny access to City of Jonesboro social media sites for any individual, who violates the City of Jonesboro's Social Media Policy, at any time and without prior notice.

6. Departments shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.

7. When a City of Jonesboro employee responds to a comment, in his/her capacity as a City of Jonesboro employee, the employee's name and title should be made available, and the employee shall not share personal information about himself or herself, or other City employees.

8. All comments posted to any City of Jonesboro Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at http://www.facebook.com/terms.php, and the City of

Jonesboro reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.

Purpose of Policy for Employees Personal Social Media Site(s)

The City of Jonesboro recognizes that employees may use social media websites or similar media including, but not limited to, blogs, chat rooms, online journals, personal websites, Facebook, Instagram, Twitter, LinkedIn, etc. (hereinafter referred to as "personal websites").

Employees are reminded that information posted on personal websites can be viewed by members of the public and by other employees (including management). Employees should remember that almost all input online is archived, so even posts that have been deleted may be uncovered or recovered by someone. Social media content may also be reposted and shared and may reach individuals the user had not intended to reach.

Social media use on non-work time

Employees should also be aware that their actions outside of work, including those on social media sites could affect the workplace. The same principles and guidelines found in City of Jonesboro's policies apply to employees' activities online.

Employees that violate city policies while on social media may face discipline. Threats of violence, harassment, or discriminatory behavior will not be tolerated by the City of Jonesboro, no matter the medium, and no matter when such posts are made (whether during or outside of work hours).

Social media use on work time

Employees should refrain from using social media while on work time unless they are specifically authorized to do so by a supervisor or other authorized city official. Do not use your City of Jonesboro email address to register on personal websites.
Nothing in this section should be construed to limit an employee's right as a private citizen to discuss a matter of public concern during non-work time. Employees may always utilize the City's Open Door Policy to resolve work-related issues. (Refer to page 51).

Artificial Intelligence and Digital Content

Employees shall not upload confidential, sensitive, or non-public City information to artificial intelligence or generative AI platforms unless specifically authorized by the City.

Any use of artificial intelligence to create or assist with official City communications shall comply with the City's Artificial Intelligence Policy and all applicable policies governing confidentiality, cybersecurity, public records, and records retention.

Administration

The Communications Department is responsible for administering this policy and may issue administrative procedures consistent with this policy as technology, legal requirements, and operational needs evolve.

TRAVEL POLICY

This policy establishes the rule governing the eligibility for payment of expenses incurred by City employees, elected and appointed officials during travel directly related to official business. These rules provide for the payment of travel funds and for the reimbursement of out-of-pocket expenses.

Responsibility

The authority for promulgation of rules defining the rates of allowable mileage, food and lodging and similar travel expenses rest with the City Council based on the recommendation of the Finance Committee.

The Finance Department ensures conformity to the procedures in this guideline. Normal audit rules will be applied to establish conformance among city departments.

Supervisors are responsible for the dissemination of these procedures to all employees, and for verification and submission of all Requisitions, Request for travel forms, travel expense forms, and receipts and/or requests for reimbursement to Finance.
The individual employee traveling on official business is responsible for making sure he/she understands this policy and complies with it. Any unusual circumstances or exceptions must be clarified in advance and any deviations must be approved in writing in advance by his or her supervisor.
NOTE* Reimburse or reimbursement as it appears anywhere in this procedure, references the fact that detailed documentation must be provided with the Final Travel Expense Report.

In order to afford employees, elected and appointed, maximum flexibility in the accomplishment of their assigned tasks, the City of Jonesboro will pay travel expenses directly related to official business in accordance with amounts authorized herein. Travel expenses for official business may include the cost of out-of-town conferences involving professional associations, intensive training of the short course nature and meetings with state and federal authorities on program-related topics. All travel expenses for employees shall be approved by their Director within their approved travel budget. Travel expenses for Department Heads shall be approved by the Mayor. Travel by elected or appointed officials shall not require approval subject to prior budget approval.

Travel Procedures

Transportation

An employee may choose to extend travel beyond the time required to conduct the business purpose of the travel. Time and expense incurred in excess of the business purpose are the responsibility of the traveler. These arrangements must be approved in advance, in writing, by the traveler's supervisor.

Airline ticket payment will be made for actual coach costs. The traveler has the option of using their own resources (cash, credit card, etc.) to purchase reimbursable tickets, or the following procedure may be utilized for the City to purchase tickets. A Purchase Requisition payable to the Credit Card Company, Airline Itinerary, and Confirmation Locator Number (supplied by the airline for tickets placed on 24-hour hold) must be submitted to Finance Department as soon as possible after reservations are made. Transferring tickets is not allowed. FAA regulations state that tickets must be issued in the traveling employee's name.

Mileage reimbursement for use of a private vehicle is allowable in the event a City-owned vehicle is not available. Mileage shall be based on the current IRS per mile rate. Trip distances shall be computed (and printed) using Map Quest or similar software. However, personal vehicle mileage reimbursement shall not exceed the lowest coach airfare available at the time of the travel request (documentation must be provided); nor shall food and lodging expense be for more than one additional day of travel time to and/or from the destination city. Any exceptions to this must have prior approval in writing from the Department Director. Reimbursement for use of personal vehicles to travel to and from the airport will be one round trip if utilizing airport parking, or two round trips if not utilizing airport parking. Mileage is paid from City Hall or the travelers normal work location to the airport and back. If travel is mandated by the manager's written directive on a non-regularly scheduled workday, round trip mileage from the traveler's home of record is authorized.

Taxi fare and similar public transportation is reimbursable for all necessary City business related trips.

Rental vehicles require prior written approval from the Department Director. Written justification for renting vehicles as well as cost estimates for the rental of the vehicle and collision insurance, if you plan to purchase insurance, must accompany all requests for travel. Actual costs of mid-sized or smaller vehicles rented from recognized car rental agencies (Avis, Hertz, National Budget, Dollar etc.) are reimbursable. When more than four (4) employees are traveling to the same destination, reimbursement for actual costs of renting vans shall be allowed.

Fuel for City-owned vehicles is reimbursable. Use of City-owned vehicles outside City limits requires written justification from the traveler's manager.

PAY FOR TRAVEL FOR NON-EXEMPT EMPLOYEES

Travel time as working time

In most cases, travel time counts as working time. When travel is considered, hours worked, the time must also be counted to calculate overtime as follows:

During a normal workday

A normal commute to work and back is not typically considered work time. However, travel during the workday is work. For example, if an employee normally works 8:00 to 5:00, and must drive 15 miles for a meeting at 3:00, the travel time counts as work (it takes place within normal work hours). However, if the meeting ends at 5:00 and the employee goes straight home, this is probably a normal commute and does not count as hours worked, assuming the travel is not much farther than a normal commute (usually, within the same city or community).

To another city in the same day

Travel time to another city is working time. However, travel from home to an airport or other terminal can be considered a commute that is unpaid. For example, an employee might drive from home to the airport, take a flight to another city for a conference, and return to the airport before driving home (all in the same day). Time spent driving to and from the airport can be considered a normal commute (assuming it is within the same community) and would not have to be paid working time. However, all other travel time (on the plan and at the destination) counts as hours worked that must be paid, even if those hours are outside the normally scheduled hours (i.e., the train leaves at 7:00 a.m. and returns at 6:00 p.m.). Of course, normal meal breaks do not count as hours worked.

Overnight travel to another city

In most cases, all travel time to another city for an overnight trip count as paid working time. To use the above example, suppose the employee took a flight to another city and stayed overnight. If travel to another city occurs during normal work hours on a non-workday (i.e., the employee takes the 11:00 a.m. flight on a Sunday) it also counts as hours worked. Note: If the travel time is required by the manager for work related purposes, then it counts as working time. If the employee chooses to travel outside of business hours, when they could have traveled during business hours, then it would not count as working time.

Work time while staying overnight for travel purposes the employee will be paid for a normal workday or for any hours of actual time worked. For example, if employee's normal workday is from 8:00 a.m. – 5:00 p.m. with one hour for lunch, and the employee has a meeting or training in another town that is also the same as the employee's workday, the employee would be paid as normal. The employee would not be paid after 5:00 pm for time at the hotel or time spent at dinner. If the employee is required to meet for a dinner meeting, then it would be considered time worked.

Food

Full day travel shall be defined as an initial departure time prior to 7:00 A.M. and return of at least 7:00 P.M. Allowances for travel within Arkansas shall be up to $60.00 for all meals with tips included. Allowances for meals out of state shall be based on the General Services Administration (GSA) travel rates and shall not exceed the total daily amount. Receipts must be turned in with travel forms.

Meals for partial day travel shall be paid on a per diem rate depending on departure and arrival time. Partial day travel shall be defined as an initial departure time later than 8:00 A.M. and/or return time of earlier than 6:00 P.M. The maximum allowable reimbursement shall be for the total of two meals. The per meal allowance in Arkansas, including tip, shall be Breakfast-$12.00; Lunch-$18.00; Dinner-$30.00. In cases where a meal is provided by the attended function, unless the employee's supervisor provides prior written approval, the allowance will not be paid for the meal. Receipts must be turned in with travel forms.

Reimbursement of meals for other purposes for official city business must state the name of the guest(s), nature of business, and be approved by the Director of the department based on prior budget approval. The City shall not reimburse the costs of alcoholic beverages.

Lodging

The City will reimburse charges for room rate, taxes, and work-related expenses where it is reasonably expected that a prudent traveler could not return to their residence.

Tips

Employees may include a tip up to 20% of the cost of business related to meals and parking.

Parking

Expenses incurred for parking are reimbursable. Any airport parking shall be reimbursed at the long-term parking rate.

Submission of Actual Expenses shall be as Follows:

The traveler must submit a completed copy of the Travel Expense Report (with receipts and/or request for reimbursements) to the Accounts Payable section of the Finance Department within 5 days of return. After 5 days, all follow-ups will be addressed through the appropriate Department Head to the traveler.

NOTE* Reimbursement as it appears anywhere in this procedure, references the fact that detailed documentation must be the expenses and explain the business purposes (who, what, when, where, and why) for the expense. Lodging expenses must be itemized by day and show all miscellaneous expenses. Expenses will not be reimbursed without detailed, supporting receipts.

COMPENSATION POLICY

No form of compensation is allowed outside this Policy and the City's Salary Administration Plan unless prior approval by the HR Director and the Mayor or Mayor's Designee; and kept on file with Payroll and HR. Any non-authorized form of compensation will be subject to disciplinary action, up to and including termination.

TIME RECORDS - NON-EXEMPT EMPLOYEES

Accounting requirements necessitate the documentation of attendance as well as overtime hours. All non-exempt employees are responsible to monitor and record all hours worked, including arrival, departure for lunch, return from lunch, and departure at the end of the workday. Failure to document properly your time worked, or any falsification of your time record is subject to disciplinary action, up to and including termination. After your supervisor has approved your completed time record, the time record must be submitted to payroll at the appropriate designated time.

OVERTIME PAY – NON-EXEMPT EMPLOYEES

You may be required to work overtime. Overtime must be approved by your supervisor prior to being worked. The approving manager of your time record must approve the overtime hours on your time record in order for the time to be considered approved overtime. Non-exempt employees who work non-authorized overtime hours will be paid, but will be subject to disciplinary action, up to and including termination. Also see section "Work Hours" on page 45.

Except for when compensatory time is provided to non-exempt employees in lieu of overtime pay, all non-exempt employees will be paid overtime a rate of 1.5 times the regular rate of pay when they exceed the number of hours allowed by FLSA in the approved work period, as approved by the Human Resources Director and the Mayor or Mayor's designee.

Note: Paid leave does not count towards the calculation of overtime.

ON-CALL PAY

You must refer to your departmental guidelines on how to handle pay for work after your regular scheduled hours. All departmental guidelines must be approved by the Director of Human Resources and the Mayor or Mayor's designee; and kept on file with Payroll and HR.

COMPENSATORY (Comp) TIME – NON-EXEMPT EMPLOYEES

The Mayor may direct that compensation for overtime be made in the form of compensatory time, rather than overtime pay. Use of compensatory leave is provided and taken pursuant to applicable federal and state law. Department records will determine the number of compensatory leave hours you have earned. Compensatory leave must be taken within one year after it is earned and is scheduled the same way as vacation.

Compensatory time (comp time) off in lieu of monetary overtime compensation is provided at a rate of not less than one and one-half hours of compensatory time for each hour of overtime worked. No employee shall be allowed to accumulate more than a total of 40 hours of compensatory time unless you are a public safety officer or an employee of Animal Services and E911. After reaching a total of 40 hours compensatory time, all overtime shall be paid in monetary compensation until the total hours of compensatory time drops below a total of 40.

Public Safety Officers are considered the Uniformed Police Officers. Public safety officers and employees of Animal Services and E911 are allowed to accumulate no more than a *total* of 100 hours of compensatory time, and all overtime shall be paid in monetary compensation until the total hours of compensatory time drops below a *total* of 100 hours. The procedure for scheduling compensatory time off is the same as scheduling vacation. (see **Code of Federal Regulations: §553.211 Law enforcement activities)**

In addition, due to the specific nature of the requirements of public safety officers assigned to positions as School Resource Officers, they will be allowed to accumulate the maximum amount of compensatory time allowed by federal and state law, currently 480 hours. Officers removed from such assignments will be required to expend any time accumulated over 100 hours before utilizing any other type of leave.

Supervisors shall be responsible for approving compensatory time in their department and providing records of compensatory time as it is earned and taken to the Payroll division of the HR department. **Note: Accrued compensatory time should be taken before vacation, and Compensatory time is only in lieu of overtime. No other form of time shall be considered compensatory time.**

Upon termination of employment, an employee will be paid for unused compensatory time figured at: 1) the average regular rate received by such employee during the last three years of employment; or 2) the final regular rate received by such employee, whichever is higher.

In the event a non-exempt employee moves into an exempt position, any accumulated compensatory time owed to them shall be taken within 3 months of becoming exempt and if not taken during the 3-month time frame it shall be paid to them at the end of three months at their non-exempt rate of pay.

RESIGNATION, TERMINATION, and RETIREMENT

Employees who wish to resign their employment with the City of Jonesboro are requested to give proper notice by notifying the City at least 2 weeks in advance. Notice should be given in writing to your Supervisor and HR. Proper notice should allow the City time to calculate all money you are due in your final paycheck. Without proper notice, you may have to wait until the next pay period to receive those payments. Employees are expected to work during these 2 weeks and should not take comp, vacation, or sick time. Any request for time-off will need to be approved by Human Resources. The last day worked will be considered the last day of employment.

Employees who plan to retire, with a city retirement benefit, are requested to give the City a minimum of 2 months' notice (60 days). This should allow time for processing appropriate forms to help ensure that your retirement benefits start on time. Without proper notice benefits could be delayed or denied. Employees are expected to work during this notice period and should not take comp, vacation, or sick time. Any request for time-off, during the resignation period, will need to be approved by the Human Resources Director. The last day worked will be considered the last day of employment.

Retirement, with the City, is defined as an employee who retires with 20 years of service with the city. Eligible employees with 20 years of service may elect to continue the cities health care plan until the age of 65, as long as he or she pays the cities full premium amount. Once retired a Retiree may only reduce coverage in plans and when the plan has been terminated it may not be re-added.

When an employee retires from the City and begins receiving benefits under a city related retirement plan, and later accepts a new position with the City, he or she will be considered a new hire for all purposes of employment, including eligibility for benefits and paid leave. Note – some retirement plans may recognize prior years of service for vesting purposes. Consult with HR about your particular plan.

Employees who are absent for three consecutive days without being excused or have given proper notice will be considered as having voluntarily quit.

Employees, who leave the City and later accept a new position with the City, will be considered a new hire for all purposes of employment, including eligibility for benefits and paid leave.

Any employee who is terminated for disciplinary reasons will not be eligible for rehire with the City unless an override is approved by the HR Director and the Mayor.

SECTION II
EMPLOYEE BENEFITS

VACATION

Police Department

Full-time sworn Officers of the Police Department accrue vacation time at the rate of 120 hours annually. After you have continuously worked 10 years for the City as a full-time employee, you will accrue vacation at the rate of 160 hours annually. You will not accrue vacation unless you are in a pay status. You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

Fire Department

Full-time Civil Service employees of the Fire Department who work 24-hour shifts accrue vacation time at the rate of 168 hours annually. After you have continuously worked 10 years for the City as a full-time employee, you will accrue vacation at the rate of 224 hours annually. This is based on an 11.2-hour workday as recommended by the Arkansas Attorney General's Office. You will not accrue vacation unless you are in a pay status. You may accumulate more than 336 hours of vacation in any given year, but you will forfeit any amounts greater than 336 hours on your anniversary date. You may be paid for up to 336 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

Full-time Civil Service employees of the Fire Department who work a 40-hour week accrue vacation time at the rate of 120 hours annually. After you have continuously worked 10 years for the City as a full-time employee, you will accrue vacation at the rate of 160 hours annually. You will not accrue vacation unless you are in a pay status. You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

If you change from a 24-hour shift position to a 40 hour per week position, your vacation time will be converted by multiplying the total accumulation by 0.714. If you change from a 40 hour per week position to a 24-hour shift position, your vacation time will be converted by multiplying the total accumulation by 1.4.

Non-Civil service or non-sworn Officers

Full-time employees will accrue 80 hours of vacation annually until you reach your fifth anniversary date as a full-time employee. After you have continuously worked 5 years for the City as a full-time employee, you will accrue vacation at the rate of 120 hours annually. After you have continuously worked 10 years for the City as a full-time employee, you will accrue vacation at the rate of 160 hours annually. You will not accrue vacation unless you are in a pay status.

You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

All Employees

The number of employees off at any time will be decided by the supervisor based on department workloads. You should follow your departmental guidelines for requesting time off and the request should be approved by your supervisor in advance. Conflicts will be resolved according to departmental guidelines as approved by HR. Vacation time will be charged by the hour. An hour of vacation time will be charged for each hour that you are away from work. You will not be charged vacation for time that you would not normally work. Any absences not covered by an approved form of paid leave or not approved by the manager and HR will be considered unexcused and subject to disciplinary action up to and including termination.

Exempt employees who work a partial day will be paid for the full day but may be required to use vacation or sick time for the time the employee is absent from work, whether the absence is a partial day or a full day. Note: Exempt employees cannot be docked if they work a partial day. Exempt employees should consult with their supervisor and HR. HR will manage leave time while exempt employee is on FMLA.

PERSONAL LEAVE - UNPAID

The City recognizes that there are circumstances when an employee may need time away from work but does not have any accrued time to take off. For such cases you may request time off without pay. Request must be submitted in writing and approved by the Director and the Human Resources Director. Any time off not approved will be considered unexcused and subject to disciplinary action up to and including termination.

HOLIDAYS AND HOLIDAY PAY

Civil Service (Fire) employees and sworn full-time officers (Police) of the City of Jonesboro are paid for the 11 Holidays (88 hours) listed below. **Total annual Holiday Pay is divided equally and included with the base pay for each pay period** (See Arkansas Code 14-52-105)

New Year's Day	January 1st
Dr. Martin Luther King Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

Non-Civil service and non-sworn full-time employees are eligible for 11 holidays (88 hours) per year. If work schedules permit, full time employees may take the following 7 days off with pay.

New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	4th of July

Labor Day	1st Monday in September
Thanksgiving Day and day after	4th Thursday & Friday in November
Christmas Day	December 25th

If you have to work on any of the above days, exempt employees will get another day off, and non-exempt will be paid holiday pay in addition to your regular pay for that day. Both need Director's approval. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

The following 4 days will normally be workdays, but full-time employees who are not Civil Service will be paid holiday pay for each of them.

Dr. Martin Luther King Birthday	3rd Monday in January
President's Day	3rd Monday in February
Veterans Day	November 11th
Christmas Eve	December 24th

If you work in the 911-Emergency Dispatch Center, you do not normally get time off for holidays. You will be paid holiday pay for all holidays (88 hours) by the end of December. Your holiday pay will be calculated in the same manner as other non-sworn employees.

Before you can be paid Holiday Pay, you must be a full-time employee, and you must be in a pay status on your last scheduled workday before and your next scheduled workday after the Holiday. Pay Status is defined as an active employee in good standing; not being absent as unexcused or without pay due to disciplinary reasons or unpaid leave without prior approval by Director and the Human Resources Director. Holiday pay for current employees will be calculated at your current hourly rate and paid by the end of December. Employees who terminate employment during the year will be paid the applicable holiday hours with their last paycheck. If the employee terminates in November or December and is not in a pay status for Veterans Day, Thanksgiving or Christmas holidays, after receiving holiday pay, then holiday pay will be paid back to the city with their last paycheck.

SICK LEAVE

Police Department

Full-time sworn Officers of the Police Department accrue sick leave at the rate of 160 hours annually. If unused, sick leave may be accumulated to a maximum of 720 hours. Sick leave will be charged by the quarter hour. You will not be charged sick leave for the time that you would not normally work. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status as stated in Arkansas Code 24-10-701, you or your estate will be paid for any unused sick leave, up to a maximum of 480 hours. You will be paid at your rate of pay in effect at the time of payment.

Fire Department

Full time Civil Service employees of the Fire Department who work 24-hour shifts accrue sick leave at the rate of 240 hours annually. This is based on a 12-hour workday. If unused, sick leave may be accumulated to a maximum of 1440 hours as stated in Arkansas Code 14-53-108. Sick leave will be

charged by the quarter hour. You will not be charged sick leave for time that you would not normally work. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status as stated in Arkansas Code 24-10-701, you or your estate will be paid for any unused sick leave accrued by the while employed, up to a maximum of 720 hours. You will be paid at your rate of pay in effect at the time of payment.

Full time Civil Service Employees of the Fire Department who work a 40-hour week accrue sick leave at the rate or 160 hours annually. This is based on an 8-hour workday. If unused, sick leave may be accumulated to a maximum of 1440 hours. Sick leave will be charged by the quarter hour. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status as stated in Arkansas Code 24-10-701, you or your estate will be paid for any unused sick leave, up to a maximum of 720 hours. You will be paid at your rate of pay in effect at the time of payment.

If you change from a 24-hour shift position to a 40 hour per week position, your sick leave will convert by multiplying the total accumulation by 0.714. If you change from a 40 hour per-week position to a 24-hour shift position, your sick leave will be converted by multiplying the total accumulation by 1.4.

Non-Civil Service and Non-Sworn Full Time Employees

Non-Civil Service and non-sworn full-time employees shall accrue sick leave at the rate of 96 hours annually. If unused, sick leave may be accumulated to a maximum of 720 hours. Sick leave will be charged by the quarter hour. You will not be charged sick leave for time that you would not normally work. You may not take sick leave before it has been accumulated.

After you have reached your 10th anniversary as a full-time employee, you will be paid for up to 360 hours of unused sick leave when your employment is terminated for any reason, including death. After you have reached your 15th anniversary as a full-time employee, you will be paid for up to 480 hours of unused sick leave when your employment is terminated for any reason, including death.

All Employees

Sick leave may be used for the following reasons:

Personal illness or physical incapacity, medical, dental and optical visits, you are quarantined by a physician or
health officer, illness in your immediate family which requires you to take care of your family member(s).

For sick leave purposes, immediate family includes your spouse, child, stepchild, foster child, parents, or any family member who lives in your household.

If you cannot come to work due to a reason listed in this section, you must notify your supervisor, or someone acting for your supervisor, within one (1) hour of your work time. If you do not, you may not be paid sick leave.

SICK LEAVE IS NOT ENTITLEMENT LEAVE. Sick leave is only to be used when an employee or a member or his/her family is sick enough to prevent the employee from reporting to his/her work assignment. Any abuse is subject to disciplinary action, up to and including termination.

Supervisors have the discretion to ask for a doctor's excuse before the employee returns to work. If you are absent three (3) or more days in a row, you will be required to obtain a doctor's excuse. If you run out of sick leave, you will be charged comp time and vacation time accrued for missing work due to sick leave reasons. After you have used all your sick leave, comp time and/or vacation time, you will not be paid for days that you miss unless approved for the catastrophic sick bank leave. Abuse of Sick Leave or any absences not covered by an approved form of paid leave or not approved by the employee's supervisor and HR will be considered unexcused and subject to disciplinary action up to and including termination.

You may not donate sick time to another employee. In case of extreme hardship when you have used all of your sick leave, vacation, and comp time and if are a member of the Catastrophic Sick Leave Bank, you may request leave as outlined by the Catastrophic Sick Leave Bank Policy (refer to page 39).

FUNERAL OR BEREAVEMENT LEAVE

You may miss up to 24 hours of work for paid funeral leave in cases of death in your immediate family. For funeral leave purposes, "immediate family" may include your spouse, children, parents, brother, sister, grandparents, grandchildren, spouse's parent or sibling, sibling's spouse, parent, or any relative who lives in your house, including "step" and "foster" relatives.

Funeral leave is separate and apart from sick leave or vacation leave. Funeral leave is not cumulative and may not be carried over from one year to another.

In cases where 24 hours of work time is not enough, you may be granted additional time by your supervisor. Additional time will be charged to vacation time or unpaid leave.

CATASTROPHIC SICK LEAVE BANK

The City of Jonesboro's Catastrophic Sick Leave Bank (SLB) allows participating employees who have exhausted all available accrual balances to receive additional sick leave benefits for extended leave of absences, in the rolling calendar year, upon submission of proper documentation to Human Resources. Catastrophic leave, for the purpose of this Bank, shall be defined as sick leave required (1) for treatment or recovery of a non-job- related catastrophic injury or illness to the participating employee or (2) for treatment of or recovery from a catastrophic injury or illness to a participating employee's parent, spouse, or dependent child as defined in IRS Publication 501.

Regular full-time employees of the City with a minimum of one (1) year of service are eligible to participate. Enrollment in the SLB program may begin during the first annual open enrollment period after the employee's one year anniversary date. Employees that are currently on disciplinary action for poor attendance or do not have the minimum hours for initial membership are not eligible to enroll in the SLB program. An approved absence for illness will not be considered poor attendance.

All Participating employees, except 24-hour shift employees, shall donate sixteen (16) hours for initial membership in the SLB program. Firefighters who work 24-hour shifts shall donate forty-eight (48) hours for initial membership. Such donations must be paid during the annual open enrollment period.

If an employee does not join within this period, they will not be eligible to join again until the next annual open enrollment period.

Following the initial donation, eight (8) hours per non-uniform and police employees and twenty-four (24) hours per firefighter who works a twenty–hour (24) shift, shall be required yearly to maintain membership. Hours must be paid to the SLB during the annual open enrollment period to maintain membership in the SLB. No employee shall be advanced hours from the bank until the appropriate initial donation has been met. An employee may not donate hours for another employee for their initial membership donation nor for the required yearly donation of hours.

Hours contributed to the SLB may not be restored to the contributing employee under any circumstances.

The annual benefits open enrollment period will be in November of each year. The effective date of those signing up during annual open enrollment shall be January 1st, of the following year. To be eligible for leave in the SLB program, the employee must have not received a written warning for verified misuse of sick leave during the past two years.

To request hours from the SLB, a member must make a written request using the SLB form and include supporting medical documentation to the Human Resources Director. No catastrophic leave shall be approved until all leave (inclusive of sick leave, comp, and vacation time) has been exhausted.

The Human Resources Department will be responsible for the administration and record keeping of the SLB.

A member may request to open a SLB case anytime within the calendar year. The Human Resources Director shall have the authority to grant leave from the SLB for an initial period of up to eight (8) weeks providing submission of proper FMLA documentation to Human Resources. Up to an additional eight (8) weeks of time may be granted by the decision of the Board with the submission of proper documentation from the treating physician. **The city reserves the right to request a second opinion of a doctor provided by the city.** An additional 8-week period (now totaling 24 weeks) may be granted by the Board in cases of extreme hardship to an employee with a minimum of fifteen (15) years of service with the City. Any appeal of a decision, denying sick leave from the SLB may be appealed to the Mayor within seven (7) calendar days of the leave being denied. The decision of the Mayor shall be final.

All leave from the SLB shall run concurrently with Family Medical Leave and shall be taken in 8, 10, or 24-hour increments depending on the shift of the employee unless approval for an intermittent leave under the FMLA has been granted. Intermittent leave may be granted in cases where a regimen of continuing treatment must be submitted with the request for intermittent catastrophic leave.

A reoccurrence of the medical problem for which a leave was granted, beyond thirty (30) calendar days of return to active status, will be treated as a new case and will require submission of a new request form with medical documentation.

Employees on a catastrophic leave will be considered to be in a pay status but shall not continue to accrue sick leave and vacation while receiving hours from the Bank. Any leave granted but not used shall be returned to the Bank.

Definition of Terms

Board - is comprised of the employee's Director or Department Head, Human Resource Director, Chief Administrations Officer, and the Chief Operations Officer.

Catastrophic Injury or Illness - A serious health condition (as defined by the FMLA) which requires an employee's absence from duty for a prolonged period of time due to hospitalization or confinement to the home for recovery, except for necessary doctor's appointments, and which results in a substantial loss of income because of the exhaustion of all earned sick, vacation, holiday, and compensatory leave time.

Catastrophic Sick Leave - paid leave in a rolling calendar year which is transferred to a leave recipient from the City of Jonesboro catastrophic leave bank. Catastrophic leave may be granted in 8, 10 or 24-hour increments. While a leave recipient is on catastrophic leave, he or she will receive normal benefits such as city contributions to insurance and retirement.

Catastrophic Sick Leave Bank - a pool of accrued sick leave donated by employees that has been approved for use by other employees.

Catastrophic Sick Leave Bank Donor - an employee whose voluntary written request to donate accrued sick leave to the city's catastrophic leave bank has been approved. No employee shall be allowed to be a leave donor if such donation will reduce that employee's accrued sick to less than zero hours.

Catastrophic Sick Leave Bank Program - a program approved by the City and operated by the Department of Human Resources in concert with the Board to provide for the orderly authorization and administration of catastrophic leave.

Catastrophic Sick Leave Bank Recipient - a current employee whose application to receive catastrophic sick leave has been approved.

Employee - a person who is a uniform or non-uniform employee who is compensated on a full-time basis and been employed at least one (1) year. Part-time, seasonal or temporary employees are excluded from this definition and are not eligible to participate as a donor or recipient in the Catastrophic Sick Leave Bank Program.

Serious Health Condition - Illness, injury, impairment, or physical or mental condition that involves; 1) Inpatient care in a hospital, hospice, or residential care facility or 2) Continuing treatment by a healthcare provider. Normal childbirth or disabilities resulting from elective surgery do not qualify.

Medical Documentation - documentation by a physician certifying that the employee is incapacitated and the period of incapacitation. The medical form for requesting Family Medical Leave may be used to request time from the Catastrophic Sick Leave Bank.

Prolonged Period of Time - a continuous period of time whereby a medical condition prevents the employee from performing the employee's duties. A prolonged period of time is interpreted to be a minimum of two (2) weeks.

Substantial Loss of Income - a continuous period of time when the employee will not have otherwise been compensated by the city due to a medical condition and the exhaustion of all earned sick, vacation, and compensatory leave, and such medical condition is not covered and compensated by Worker's Compensation.

MILITARY LEAVE

The City recognizes the commitment and responsibility of our employees to serve in the armed forces. Accordingly, The City complies with all applicable laws concerning military leave.

The City complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which protects applicants and employees who serve in the military from discrimination in the areas of hiring, job retention, and advancement. USERRA provides job and benefit protection for employees who serve in the military, and it provides certain reemployment rights to any employee who has been absent from work due to service in the United States uniformed services.

The City will grant a military leave of absence to employees who are required to miss work because of service in the United States uniformed services in accordance with USERRA. You must notify the City if you receive notice that you will require a military leave of absence unless providing such notice is precluded by military necessity, impossible, or unreasonable, and you should provide the City with a copy of your official orders. When you receive notice that you will need a military leave of absence, please contact HR for further information regarding your rights and responsibilities under USERRA.

USERRA defines "uniformed services" to include the Army, Navy, Marine Corps, Air Force, and Coast Guard, as well as the Reserves for these branches of the military. Uniformed services also include the Army National Guard, Air National Guard, commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency. USERRA defines "service" to include active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and the time required for examination to determine a person's fitness for any of these types of services.

If you are a non-uniform employee and you are a member of the Armed Forces Reserve or the National Guard, you are eligible for annual paid military leave of 120 hours for training each year with pay, plus necessary travel time. Military leave will be in addition to any other leave time. Ark. Code Ann.*§* 21-4-212.

If you are called to duty in emergency situations by the Governor or by the President, you will be granted leave with pay not to exceed 240 hours, after which leave without pay will be granted. This leave will be granted in addition to all other leave that you are entitled too.

Police officers: A paid, full-time municipal police officer who is a member of the armed forces of this state or any other state, including without limitation the National Guard or a reserve component or auxiliary of the United States Armed Forces, shall be granted leave at the rate of one hundred sixty-eight (168) hours per calendar year plus necessary travel time for annual training requirements or other duties performed in an official duty status. Unused leave time may roll over to a maximum three hundred thirty-six (336) hours in a single year. Ark. Code Ann. § 14-52-114.

Fire Fighters: A paid, full-time firefighter who is a member of the armed forces of this state or any other state, including without limitation the National Guard or a reserve component or auxiliary of the United States Armed Forces, shall be granted leave at the rate of one hundred sixty-eight (168)

hours per calendar year plus necessary travel time for annual training requirements or other duties performed in an official duty status. Unused leave time may roll over to a maximum three hundred thirty-six (336) hours in a single year. Ark. Code Ann. § 14-53-114.

To receive military leave of either type, you must submit a copy of your orders. You may also be required to show proof of attendance after you return from military leave.

COURT DUTY LEAVE

You will be granted leave with pay for witness or jury duty. You may also keep your allowance from the court for that service. To qualify for court duty, leave, you must give your supervisor a copy of the summons or other court related paperwork as soon as possible after you get it. Also, proof of service must be given to your supervisor when your period of jury or witness duty is over.

EMPLOYEE HEALTH AND DENTAL BENEFITS

Medical and Dental Plans

The City of Jonesboro provides a group health plan and a group dental plan for employees in an established City full-time position. You were offered detailed information on the policies coverage when you were hired. You may get additional information from Human Resources.

Continuation of Group Health and Dental Coverage

Federal Law (Public Law 99-272, Title X) requires that most employers who sponsor group health and dental plans offer employees and their families the opportunity for a temporary extension of health or dental coverage (called "Continuation Coverage") at group rates in certain instances where coverage would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligation under the continuation coverage provisions of the law.

If you are an employee of the City of Jonesboro, covered by its Group Health Plan or Dental Plan, you have a right to choose this continuation coverage if you lose your coverage because of a reduction of your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part.)

Under the law, the employee or a family member is responsible for informing the City of Jonesboro of a divorce, legal separation, or a child losing dependent status under the plan. This notification must be made within 60 days of the date of the qualifying event, which would cause a loss of coverage.

WORKERS' COMPENSATION/OCCUPATIONAL INJURIES AND ILLNESSES

An employee who suffers an occupational injury in the performance of his or her duty may receive workers' compensation benefits. In order for an employee to qualify for workers' compensation, the employee, unless rendered physically or mentally unable by the injury, must:

1. Report the injury to his or her supervisor immediately after it occurs, if possible. Otherwise, no later than the end of the working day in which the injury occurred.
2. Report the injury to the Human Resource Department within 72 hours after the accident or injury.

Rules and regulations concerning Workers' Compensation have been posted on department bulletin boards.

You are ***not*** to use emergency treatment facilities for on-the-job injuries unless the injury is a ***true emergency***, or unless you are injured outside of normal city office hours. For medical treatment of all non-emergency workplace injuries, you or your supervisor should contact the Human Resource Department for a doctor's appointment.

If you are injured on the job and are unable to work, you may be eligible to continue to draw regular salary using your accrued sick leave and/or vacation time. If you choose this option, you ***must*** report to Human Resources any temporary disability checks you get from our Workers' Compensation Insurer. Payroll will then reduce your next pay checks(s) by the amount of pay you received from the carrier and restore the equivalent amount of the sick and vacation time used.

If you do not want to use your sick leave or vacation time or if you do not have enough leave time to continue your salary, then you ***will not*** receive a paycheck from the city and you will keep any temporary disability checks you get from our Workers' Compensation Insurer.

EMPLOYEE RETIREMENT PLANS

All full-time non-uniform employees may choose to join the City's Employee Retirement Plan.

Sworn Police Officers and Firefighters are required to join the Arkansas Local Police and Fire Retirement System (LOPFI).

For information on these plans, you should contact the Human Resource Department.

SUPPLEMENTAL BENEFITS

The City strives to offer its employees a wide variety of benefits. Note that all insurance agents wanting to do business with the city or city employee, while on duty, must be directed to Human Resources. Agents are not allowed to solicit city employees during working time and on city property without the approval of the HR Director.

SECTION III

MATTERS AFFECTING EMPLOYEE STATUS

EMPLOYMENT CLASSIFICATIONS

All positions in the City of Jonesboro will fall into one of the following categories:

1. Full-Time – Those who work a minimum of 40 hours per week during the calendar year in an established City position. Full-time employees may take part in all benefits offered by the City of Jonesboro, subject to the rules and regulations of each benefit program.

2. Part-Time Regular – Those who work less than an average of 30 hours per week during the calendar year. Part-time employees are not eligible for City benefit programs, except workers compensation.

3. Temporary/Seasonal – Those who work in a position that is meant to be for a limited time (6 months or less). Temporary/Seasonal work may be for a specific project or for seasonal jobs. Temporary employees are not eligible for City benefit programs, except workers compensation.

4. Civil Service – Some positions in the Fire Department are also governed by Arkansas Civil Service Laws and the rules and regulations of the Jonesboro Civil Service Commission. Civil Service Policies will take precedence over this handbook.

Additionally, all employees are classified as exempt and non-exempt (hourly). Exempt employees are not required to be paid overtime or receive compensatory time, in accordance with applicable federal and state laws. Non-exempt employees are required to receive compensatory time or be paid overtime at the rate of time and one-half their regular rates of pay for all overtime hours, in accordance with applicable federal and state laws.

MANAGER or SUPERVISOR (exempt or non-exempt)—Employee who has been designated to oversee other employees in a department. This position will report to a manager or to a Director.

DIRECTOR and SUPERINTENDENT – Employee who has been designated to oversee the operations of the Department and have managers or supervisors reporting directly to them. This position reports to a Department Head.

DEPARTMENT HEAD – Employee who has been designated to oversee several Directors and their departments. This position is appointed by and reports directly to the Mayor, such as Chief Administration Officer, Chief Operations Officer, Police Chief and Fire Chief.

INTRODUCTORY PERIOD

The introductory period is intended to give new employees the opportunity to demonstrate their abilities to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the City may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice. All newly hired or newly promoted employees work on an introductory basis for the first six (6) months after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If the City determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period. Employees may accrue and use available leave during the introductory period**.** The introductory period within the Police Department is twelve (12) months and may be extended or re-instituted based on training needs or performance.

ATTENDANCE

Regular attendance is essential to the effective business operations, and the City of Jonesboro expects all of its employees to report to work on time and on a regular basis. Unnecessary absences and tardiness are expensive, disruptive, and place an unnecessary burden on fellow employees, supervisors, City government as a whole, and the taxpayers who receive City services. Should an employee be unable to report to work on time because of an illness or personal emergency, he/she should give proper notice to his or her supervisor.

"Proper notice" is defined by the City as notice in advance of the time an employee should report for work or no later than one (1) hour thereafter if advance notice is impossible.

Excessive absences or tardiness, unexcused absences or tardiness, falsification of reasons for any absences or tardiness, absences or tardiness which form unacceptable patterns, (i.e., regularly reporting late on Monday mornings or call in absent on Fridays) or failing to provide proper medical documentation to support absences/tardiness may result in disciplinary action, up to and including termination. The supervisor has the discretion to ask the employee for supporting documentation to approve the absence.

An absence of an employee from duty, including any absence of one (1) day or part thereof, (other than an absence authorized by this personnel handbook or law) that is not authorized in advance by the employee's supervisor will be deemed absence without leave. Such absence shall be considered unexcused and without pay, where allowable by applicable federal and state law. An unexcused absence may result in disciplinary action, up to and including termination.

WORK HOURS

The established work-period for a non-uniform non-exempt employee and all uniform non-exempt police officers, other than the Patrol division, on a Seven (7) day period will begin each Saturday at 4:30 a.m. and the workweek will be 40 hours per week before over-time.

Non-exempt Firefighters are on a 27-day work period of 204 hours per period before over-time.

All non-exempt police officers working in the Patrol division work a 28-day work period of 160 hours per period before over-time.

The day and time for the beginning of your workweek will be decided by your supervisor. Supervisors have the right to change your hours of work, days of work, or your work schedule to carry out their duties to the public. Changes in work schedules will be announced as far in advance as possible. Refusal to work mandatory overtime may result in disciplinary action, up to and including termination.

Breaks and mealtimes are not guaranteed, but whenever possible, your work schedule will provide a 15-minute break in every 4 hours of work. Work schedules, breaks, and mealtimes will be set by your supervisor.

PERFORMANCE EVALUATIONS

The City of Jonesboro wants you to do your job to the best of your ability. It is important that you be recognized for good work and that you are given suggestions for improvement when necessary. Your performance will be evaluated by your supervisor on an on-going basis.

All written performance evaluations will be based on your overall performance of your job duties and will take into account your conduct, behavior, and record of attendance. Any additional performance evaluations may be conducted by your supervisor at any time.

TRAINING

The City of Jonesboro is committed to on-going training for all employees. If you think you need additional training, you should notify your supervisor. Reasonable expenses of on-the-job training should be assumed by the City, if prior approval is obtained from the Director or Department Head.

JOB SAFETY

Safety is largely the use of good judgment and the practice of good work habits. You must use good judgment to know the safe way and good work habits to continue the safe way. If you are not sure which way to do a job is the safest, you should ask your supervisor.

Unsafe conduct is misconduct. You should always follow the following safety rules:

1. Follow all department safety rules
2. Use all safeguards for equipment, including seat belts in any City-owned vehicle or equipment
3. Immediately stop using faulty equipment and tell your Supervisor or Department Head
4. Immediately tell your Supervisor if you see any unsafe working condition or equipment
5. If corrections are not made, notify the Human Resource Department
6. Immediately report every accident to your Supervisor or Department Head

SECTION IV
Standards of Conduct

HARASSMENT PREVENTION POLICY

It is the policy of the City to treat all employees equally in the terms and conditions of their employment. The harassment of any employee is contrary to this policy and may be considered a violation of state and federal law and will be considered justification for disciplinary or other appropriate action. This policy applies to all employees, supervisors, agents, and non-employees who have contact with employees during working hours. This policy defines harassment and outlines the method by which it is reported.

Harassment is any annoying, persistent act or actions that single out an employee to that employee's objection or detriment, because of race, age, sex, disability, religion, national origin, genetic information, or any other legally protected characteristic (protected status). Harassment may include any of the following:

1. Verbal abuse or ridicule. This includes epithets, derogatory comments, slurs or unwanted advances, invitations, or comments based on protected status.

2. Interference with an employee's work. This includes physical contact such as assault, blocking normal movement or interference with work directed at an individual because of his or her sex or other protected status.

3. Displaying or distributing offensive materials based on protected status. This includes derogatory posters, cartoons, drawings, or gestures.

4. Discriminating against any employee in work assignment or job-related training.

5. Intimate, unwelcome physical contact.

6. Making offensive innuendoes based on protected status.

7. Demanding favors (sexual or otherwise), explicitly or implicitly, as a condition of employment, promotion, transfer, or any other term or condition of employment.

8. Retaliation for having reported harassment.

It is every employee's responsibility to ensure that his or her conduct does not include or imply harassment. If however, harassment or suspected harassment has or is taking place, the following will apply:

1. An employee should report the harassment or suspected harassment immediately to his or her supervisor. In the event of a conflict with the supervisor, the employee should report the harassment to their supervisor, Director, or Human Resources Director. If possible, this complaint should be in writing, setting forth all pertinent facts. However, the complaint does not have to be in writing.

2. Any employee who receives a report of or has knowledge of harassment shall promptly inform the supervisor, Director, or Human Resources Director in writing, if possible.

3. Each complaint will be investigated, and a determination of the facts will be made on a case-by-

case basis. Appropriate action up to and including termination will then be taken by the City.

4. The investigation files, including the complaint, will be maintained by the City. Any disciplinary action taken will also be documented in the offending employee's personnel file.

The City will not tolerate harassment or any form of retaliation against an employee who has either instigated or cooperated in an investigation of alleged harassment. Violation of this provision may result in discharge.

False accusations are considered serious and may result in disciplinary action up to and including termination of employment.

OPEN DOOR POLICY

The fair, prompt, and just treatment of all employee problems or complaints is of primary importance to the City. Open communication is a vital part of a successful organization. Providing an atmosphere conducive to open discussion among all staff, regardless of position, is stressed at all levels.

In view of this open-door policy, employees should be assured that they will not receive criticism or penalties or be subject to discrimination as a result of candid discussions with their supervisors, Directors, Department Heads, or the Human Resources Director.

CONDUCT TOWARDS THE PUBLIC

You should always be civil, orderly, and courteous in your conduct and behavior. You must be aware that every time you contact the public your appearance, actions, and status are taken for those of the City.

When dealing with the public, you should try to make your conduct create respect for both you and the City. This will help promote the cooperation and approval of the public.

Not everyone you meet in the course of your duties will be courteous. Even so, you should treat the public, as you would like to be treated: with courtesy, patience, respect, and understanding. This approach to public service is very important.

When you are not sure of the correct answer to a question from the public, refer the question to the person or the department that can give the best answer. It is better to admit not knowing than to give the wrong information.

TELEPHONE COURTESY

Your job is to give service to the citizens of Jonesboro. They expect you to perform efficiently and courteously. The way you answer the telephone can affect public relations. While you are on the telephone, you are an important source of good will for the city government. No matter where you work – at a desk, at a counter, or somewhere else – when you answer the telephone, your voice reflects your personality. You are expected to:

Answer the telephone promptly, on the first ring if possible; identify yourself and/or department; keep writing materials nearby to take notes; speak directly into the mouthpiece in a pleasant voice; have

the correct number when placing a call; be courteous at all times; and arrange to have someone answer calls when you are away from your phone.

Telephones provided by the City are for use in conducting City business. You should not use City telephones during business hours for personal calls, either outgoing or incoming, except in emergencies. You are not allowed to charge any long-distance or other toll calls of a personal nature to the City of Jonesboro.

UNIFORMS AND PERSONAL APPEARANCE

A reasonable dress code is necessary to ensure that all employees dress and groom themselves in a manner to promote a positive image of City Government. All employees are expected to report to work clean, neat, appropriately dressed and groomed.
If you are not required to wear uniforms, you should dress neatly, in clothing that is suited for your job. If you are not sure what appropriate dress is, you should ask your Supervisor or Department Head.

Examples of Unacceptable Attire:

- Any clothing that is worn, torn, frayed, has patches, or holes.
- Sweat clothing or work out attire such as sweatpants, leotards, and tights.
- Backless tops or dresses that expose any part of the midriff or back.
- Low cut blouses or dresses.
- Shorts above the knee.
- Tank tops, sleeveless or spaghetti straps with no cover-up or jacket.
- T-Shirts with inappropriate logos/offensive wording.
- Rubber thong shoes (flip-flops).
- Mini skirts/skirts split higher than three inches above the knee.
- Clothing that reveals undergarments.

Casual Fridays:

Standards shall be the same as other days of the week, but employees may wear jeans that are neat, not frayed and with no holes.

Management reserves the right to determine appropriate dress and grooming at all times. Employees reporting to work inappropriately dressed or groomed may be sent home. Any employee sent home for this purpose will be charged vacation leave. If no vacation leave is available to charge, employees will receive no pay for the time not worked.

Failure on the part of the employee to conform to this policy or departmental policies may result in disciplinary action up to and including termination.

WORKPLACE VIOLENCE

The City of Jonesboro observes a zero-tolerance policy regarding workplace violence. Fighting or other activities which may endanger the well-being of employees may result in immediate termination of employment. Actions that create an environment that is threatening, violent, intimidating, hostile, abusive, or offensive will not be tolerated and must be immediately reported to a supervisor or Human Resources as soon as possible.

Conduct that interferes with operations, that discredits the City, or that is offensive to others will not be tolerated, whether such conduct be that of an employee, associate of an employee, or visitor. Any act of violence that impacts the workplace will be cause for investigation and subject to action by the City. Violence is any act of aggression or any statement, which could be perceived as intent to cause harm to the City or an individual, whether personal, such as physical, or emotional, or impersonal, such as property damage or theft.

General

Employees are expected at all times to conduct themselves in a positive manner to promote the best interests of the City. Such conduct includes:

1. Complying with all of the City's safety and security regulations and policies.

2. Complying with the City's harassment prevention policy.

3. Treating all visitors and co-workers in a courteous manner.

4. Refrain from behavior or conduct deemed offensive or undesirable, or which is contrary to the City's best interests.

5. Reporting to management any suspicious, unethical, or illegal conduct by co-workers, visitors, or suppliers without fear of retaliation.

6. Cooperating with City investigations.

7. Handling the property of the City and of individuals with care and respect to the owner.

The following conduct is prohibited and may subject the individual involved to disciplinary action, up to and including termination:

1. The use of profanity or abusive language.

2. The possession of firearms is prohibited in all municipal buildings, unless authorized to possess such items as a job requirement or approved by the Mayor. All other forms of weapons or explosives are prohibited.

3. Fighting or assault on another employee or visitor.

4. Threatening or intimidating co-workers or visitors.

5. Retaliation for having reported inappropriate conduct or for having cooperated in an investigation of inappropriate conduct.

6. Intentional interference with another employee's work.

7. Theft, destruction, defacement, or misuse of City property or of the property of an employee or visitor.

This listing is illustrative of the type of behavior that will not be permitted. It is not intended to be an all-inclusive list. Any violation of the City's policies or any conduct considered inappropriate or unsatisfactory may, at the City's discretion, subject the employee to disciplinary action, up to and including termination.

Procedures

It is every employee's responsibility to ensure that his or her conduct does not include or imply breach of this policy. Furthermore, it is every employee's responsibility to report suspicions of such behavior, whether by employee or non-employee, to an appropriate supervisor or Human Resources. If, however, violence, threats of violence or suspected violence to a person or property has taken place or is taking place, the following will apply:

1. Should an employee perceive a threat to be urgent, the employee may call 911 before reporting the threat to his or her Supervisor or Human Resources? An urgent threat is one where there is actual violent behavior, or where it appears that violent behavior is likely or imminent.

2. Should an employee receive a bomb threat, the employee should notify 911 of the Police Department immediately.

3. Any threats of violence or suspected violence to person or property should be reported to his or her Supervisor or Human Resources. An oral or written statement setting forth all pertinent facts may be required.

4. The City will investigate the report and will determine the appropriate action and/or discipline to be taken with the offender up to and including termination.

5. The City will work with employees who report that they have been subjected to violence to support efforts to reduce the harm, which has been or is being done.

6. Appropriate confidentiality and documentation of each report will be maintained.

CONDUCT POLICY

As a City employee you should accept certain responsibilities, follow acceptable standards of personal conduct, and display a high degree of personal integrity at all times. This requires a sincere respect for the rights and feelings of others. It also demands that while at work and in your personal life, you avoid behavior that might be harmful to yourself, your co-workers, the citizens, and/or the City. Whether you are on duty or off duty, your conduct reflects on the City. You should observe the highest standards of professionalism at all times.

Proper conduct and performance are requirements in any work environment. There are times when

those standards are not being met, and the City's management may need to point out performance or behavioral problems, which require the employee's attention and improvement. In those instances, the City may rely upon various disciplinary measures ranging from verbal warnings up to and including termination. Further, any violations of policies contained in this section and handbook may result in an unpaid suspension for City exempt and non-exempt employees. The specific disciplinary action utilized will depend upon various factors, including the nature of the violation. Employment with the City is voluntarily entered into, and both the employee and the employer are free to terminate the employment relationship at any time, with or without notice or cause, and for any reason or no reason at all. The following are examples of actions that may result in disciplinary action:

1. Falsification or misstatement of employment applications, time records, or other reports, records, or documents.
2. Performing transactions on city accounts or records to gain a personal interest, financial interest or potential gain in any City of Jonesboro transaction.
3. Violation of the City's equal employment opportunity, nondiscrimination, and harassment prevention policies.
4. Soliciting or accepting gratuities from citizens, entities, or vendors.
5. Excessive absenteeism or tardiness.
6. Unnecessary or unauthorized use of City property.
7. Violation of the City's Substance Abuse Policy.
8. Violation of the Workplace Violence Policy.
9. Theft and/or dishonesty, or any attempt thereof. This includes, but is not limited to, misappropriation of City property or merchandise, including unauthorized use of City telephones, facilities, equipment, materials, or property of a City employee or citizen.
10. Failure to follow or disregard of safety or security policies, requirements, or regulations.
11. Insubordination or deliberate disobedience of instructions from the City's management, including disrespectful conduct. This includes, but is not limited to, a refusal to obey the legitimate request of any member of management, the failure to follow instructions, or the failure to otherwise perform assigned work.
12. Intentional or negligent damage to or pilferage of materials, merchandise, property, or equipment belonging to the City or another person.
13. Intentional abuse of an employee's position of authority over the citizenry.
14. Knowingly or intentionally selectively enforcing the city codes or state law.
15. Misconduct of any nature adversely affecting the City's best interests and reputation. This may include, but is not limited to, rudeness, insolence, or other improper conduct, including vulgarity and excessive use of profane language, toward another employee, citizen, visitor, or vendor whether in person or on social media.
16. Willful or deliberate neglect of duties.

17. Divulging confidential information to any unauthorized person.
18. Violation of the smoking policy.
19. Violation of the City's Internet/Email Policy, including inappropriate internet use or the use of the City's computer systems to create or disseminate any discriminatory, defamatory, offensive, disruptive, or otherwise inappropriate or unprofessional communications.
20. Poor performance or nonperformance of duties.
21. Violation of any other rule, directive, policy or procedure, including, but not limited to, those set forth in these policies.
22. Violation of any and all state or federal regulations or laws.
23. The above list is not all-inclusive. The list provides only a partial explanation of some of the reasons disciplinary action may be taken.

If your performance, work habits, or actions become unsatisfactory or violate any of the above items or any other City policies, rules or regulations, you may be subject to disciplinary action, up to and including termination.

Code of Ethics and Business Conduct

The success of the City of Jonesboro is dependent on the trust and confidence we earn from the citizens that we serve. We gain credibility by adhering to our commitments, displaying honesty and integrity, and reaching goals solely through honorable conduct.

As an employee of the City of Jonesboro, you must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the business actions we take on behalf of the City of Jonesboro may conflict with our own personal or family interests. We owe a duty to the City of Jonesboro to advance its legitimate interests when the opportunity to do so arises. We must never use the City of Jonesboro's property or information for personal gain or personally take for ourselves any opportunity that is discovered throughout position with the City of Jonesboro.

Following are some ways in which conflicts of interest could arise include but are not limited to:

1. Being employed (you or a close family member) by, or acting as a consultant to, a competitor, potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with the City of Jonesboro.
2. Hiring or supervising family members or closely related persons.
3. Having a personal interest, financial interest or potential gain in any City of Jonesboro transaction.
4. Placing City business with a firm owned or controlled by a City of Jonesboro employee or his or her family.
5. Accepting gifts, discounts, favors or services from someone who does business with the City, such as a contractor, competitor or supplier.

Employees with a potential conflict of interest question should seek advice from their Department Head and the Director of Human Resources if there is any question. Before engaging in any activity,

transaction or relationship that might give rise to a conflict of interest, employees must seek review from the HR Director and final approval by the Mayor or Mayor's designee.

CARE OF CITY PROPERTY

As a City employee, your job requires you to use supplies and usually some type of equipment, all of which are public property. You must be careful about using materials wisely and keeping the equipment in good condition. Carelessness can result in disciplinary action. Discipline records will become a part of your personnel file. You can help keep costs down by treating City property as you would your own. Using city property for personal use in most cases is prohibited. Prior approval by the employee's Director and HR Director is required.

USE OF CITY VEHICLES

If you are assigned the use of a City automobile or equipment, you should operate them with due care and follow all laws and rules of the road.

You should keep vehicles and equipment in a clean and sanitary condition at all times. If you are driving outside the Jonesboro area, you must get permission from your Supervisor before starting the trip. Any problems with your vehicle must be reported to your Supervisor or Department Head for immediate corrective action. The City stresses preventive maintenance, and every operator of City vehicles or equipment is expected to report problems at once.

If you are assigned or use a City vehicle the following rules will apply unless specifically altered or exempted by your Department Head and the Mayor or Mayor's designee.

1. No City vehicle will be allowed to travel outside the city limits of Jonesboro on other than official City business.

2. No City vehicle will be allowed to be used on weekends or any other time, either during or after work, for the purpose of traveling to and from church services or any other personal errands.

3. No employee who lives outside the city limits of Jonesboro will be allowed to take a City vehicle home without permission from the mayor.

4. No City vehicle will be used to transport anyone to or from a secondary job, nor will any City vehicle be used in the performance of a secondary job by any employee without advance written notice from the Department Head.

5. The Jonesboro Police Department (JPD) implemented a vehicle take home policy effective June 1, 2006. The JPD will operate its vehicle fleet in accordance with policy 322 in the JPD Directive Manual.

6. The Jonesboro Fire Department (JFD) implemented a vehicle take home policy effective October 1, 2010. The JFD will operate its vehicle fleet in accordance with Standard Operating Guidelines 112.03 "Take-home vehicles."

7. Certain administrative positions in the city, as determined by the Mayor, may have a take-home vehicle assigned as a fringe benefit of employment the value of such vehicle shall be added to

the employee's annual compensation in accordance with current IRS regulations; withholdings and benefit amounts will be calculated on an annual basis and reflected on the employees W-2.

If you are authorized to operate a City vehicle and you are away from work due to any leave of absence or illness, you should park the vehicle at the appropriate City facility so it may be used for city business. If your position with the city requires you to operate a city vehicle, you must have a valid driver's license. If your driver's license is suspended, then you must notify your supervisor and HR immediately. The City reserves the right to take the appropriate action it deems necessary. Violations of any of the above rules may lead to disciplinary action, up to and including termination.

The City of Jonesboro provides Automatic Vehicle Location (AVL) as an option for all city-owned vehicles, assets, and heavy equipment to better manage these assets and enhance COJ ability to proactively manage vehicles and equipment. AVL utilizes GPS to provide real time and historical location information while telematics provides real time and historical vehicle diagnostic information and data. These devices connect to a vehicle computer that transmits telematics information such as mileage, fuel consumption, and vehicle diagnostics to assist staff with managing vehicles. These AVL devices are utilized to manage and optimize our City's Fleet by providing real-time information to the appropriate staff regarding vehicle maintenance.

AVL devices may be used during your employment to investigative complaints and to ensure compliance and safety. It will only be used for business purposes.

The AVL system will be managed and maintained by the COJ. Department Heads can request access to AVL for managers and supervisors to enable visibility into their individual Departments fleet operations. Employees shall not tamper with, override, or attempt to turn off or disable the telematics devices. Access to view vehicles, assets, or equipment within AVL must be approved by the appropriate Department Head as defined in the department's standard operating procedure. AVL data will be retained for 30 days. Data related to AVL/Telematics monitoring of City vehicles is confidential information and shall not be disclosed or otherwise disseminated to any person or entity outside of the City as required by law or requested by human resources.

TIME OFF TO VOTE

The City of Jonesboro encourages its employees to fulfil their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule or voting by mail. If employees are unable to vote in an election during non-working hours, the City will grant up to one hour paid time off so that employees may vote.

Employees should request time off to vote from their advisor at least [two to five] working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

POLITICAL ACTIVITY

You may not circulate or solicit signatures for any initiative or referendum petition in any City office, during usual City office hours, or while on duty for the City, or while in a City uniform.

You may not use any office or other room furnished at public expense for any political headquarters, or to send out or distribute any letters, pamphlets, or other campaign literature for the election of any public office.

You may not place any campaign banners, cards, or campaign literature on any car, truck, or tractor belonging to the City.

You may not devote any time or labor during the time you are on duty, or while you are in a City uniform, to the campaign of any person for any public office.

INCLEMENT WEATHER

When conditions are hazardous, you should contact your supervisor for instructions. If your department is open for business, you are expected to come to work. If you are unable to get to work due to weather, you must give your Supervisor proper notice. Proper notice means calling either before or no later than 1 hour after the time you are due at work. If you give proper notice, time off will be charged to available vacation time.

The mayor will determine when city offices are open or closed, or open late for inclement weather. If the mayor closes city offices or declares inclement weather, some non-uniform, non-exempt employees will be placed on administrative leave with pay and shall suffer no loss of wages or leave time for that time period. If non-uniform, non-exempt employees are required to work on an inclement weather day, they will receive pay for an equivalent number of hours. Employees already on an extended leave of absence, such as FMLA, sick bank, and unpaid leave, are not eligible for inclement weather pay.

OUTSIDE EMPLOYMENT

You are not encouraged to hold a second job while you are working full-time for the City. Emergencies can happen at any time, and every employee is subject to call. You should get written permission from your Director and Human Resources before taking a second job. Remember, your first obligation is to the City, and any other employment should not interfere.

If you have a second job, it must not interfere with the proper and effective performance of your job with the City. Your outside employment must not adversely affect the image of the City. It must not cause embarrassment or legitimate and reasonable criticism. If you have a second job, it must not be one that may be seen by the public as an official act of the City. Excluding the Fire and Police departments, you may not wear City uniforms or use City equipment on a second job unless approved in writing, in advance, by your Director.

OUTSIDE COMPENSATION

You may not accept any reward, gift, or other form of payment in addition to regular compensation, from any source, for the performance of your duties as a City employee.

DISCIPLINARY ACTION

If your performance, work habits, or actions become unsatisfactory, you may be subject to disciplinary action up to and including termination.

Disciplinary action may be any of the several forms listed below:

1. **Warning:** A warning is an action used to alert you that your performance is not satisfactory or to call attention to your violation of employment rules or regulations. A warning can be verbal or written. Verbal warnings are informal and are usually not documented for the employee's personnel file. A written warning is a more formal notice and placed in your personnel file.

2. **Final Written Warning:** This written notice is the last chance before termination. A final written warning may include demotion or suspension and is placed in your personnel file.

    a. **Suspension:** Suspension is usually for an employee's seriously unacceptable behavior or performance. You may be suspended with or without pay. A suspension must be in writing, must state the reason for such action, must state the period of time for the suspension, and the date the suspension is to begin, and end must be noted. Suspension with pay is normally used only while your involvement in a serious incident is under investigation.

    b. **Demotion:** If you have committed an appropriate offense, or if your work record justifies it, you may be demoted. You will be given written notice of such action. A demotion is an action that places you in a position of less responsibility and less pay.

3. **Termination:** This type of disciplinary action is your removal from City employment.

While most situations involving disciplinary action will be dealt with in a progressive fashion, which should allow you to correct your performance; there are some offenses that may result in skipping some or all steps.

For disciplinary action all employees will be notified of the offense and be given an opportunity to respond prior to a final decision. Once the Director or Department Head and Human Resources have reviewed and considered all the facts, then the Director or Department Head will reach a decision. Their decision will be final.

Text File

File Number: RES-26:086

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

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

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT RL PERSONS CONSTRUCTION, INC. FOR THE SOUTH CARAWAY ROAD WIDENING PROJECT - JOB NO. 2026:20

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the South Caraway Road Widening project;

WHEREAS, the low bidder and the firm selected for the South Caraway Road Widening project is RL Persons Construction, Inc;

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

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with RL Persons Construction, Inc. for the South Caraway Road Widening project.

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

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

Specifications

For

South Caraway Road Widening

(Bid #2026:20)
Jonesboro, Arkansas

City of Jonesboro ▪ Engineering Department

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

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I. ADVERTISEMENT FOR BIDS

Sealed bids for the South Caraway Road Widening will be received at the Purchasing Department, Room 414, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on July 15, 2026 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to widen South Caraway Road. All Submissions shall be annotated on the outside of the envelope with the bid number 2026:20.

The project consists of roadway improvements to widen and overlay South Caraway Road to 3 lanes between Glenn Place and Latourette Drive approximately 2,000 feet and 5 lanes between Latourette Drive and East Parker Road approximately 1,250 feet. The project includes constructing a side path on the west side of South Caraway Road and a sidewalk on the east side of South Caraway Road. The side path on the west side extends from Fox Meadow Lane to East Parker Road approximately 5,400 feet. The sidewalk on the east side of South Caraway Road is contained within the limits of the roadway widening.

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

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

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

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

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

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

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the South Caraway Road Widening, Bid Number 2026:20 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

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

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities

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

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

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

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

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

15. MODIFICATION OF BID

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

III. PROPOSAL

Place Poplar Bluff, mo
Date 7/15/2024

Proposal of RL Persons Construction Inc,

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

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 South Caraway Road Widening.

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 five hundred fifty (550) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

_____ Dated 7/10/2024

_____ 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.

LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.

B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
   1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:

C. MECHANICAL (Indicative of HVACR): Name _____
   1. License _____
   2. Is the amount of work $50,000 or over: Yes__ No__

D. PLUMBING: Name _____
   1. License _____
   2. Is the amount of work $50,000 or over: Yes__ No__

E. ELECTRICAL: Name _____
   1. License _____
   2. Is the amount of work $50,000 or over: Yes__ No__

F. ROOFING & SHEETMETAL: Name _____
   1. License _____
   2. Is the amount of work $50,000 or over: Yes__ No__

Bidder understands they are obligated to ensure that all subcontractors comply with the terms and conditions of the Plans, Specifications, and other Contract Documents including, but not limited to, completing all work within the time designated in this Proposal.

In the event that one or more of the subcontractors named above refuses or is unable to perform the contract or offered contract, Bidder may substitute another licensed subcontractor after having obtained prior approval from the architect or engineer and the City. The replacement subcontractor must cost the same as the subcontractor submitted on the bid. If the cost of the replacement subcontractor is less than that on the original bid, that savings must be deducted from the total contract and rebated to the City.

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

(Witness)

3025 Cravens Rd

Poplar Bluff, MO 63901

(Address)

RL Persons Construction Inc

(Name of Bidder)

By Rperson

Randal Person Pres

(Print Name and Title)

3025 Craven Rd

Poplar Bluff, mo 63901

(Office Address of Bidder)

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

IV. UNIT PRICE SCHEDULE

ITEM NO.	ARDOT REF	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
1	202	REMOVAL AND DISPOSAL OF CURB AND GUTTER	1746	LIN. FT.	34.75	60,673.50
2	202	REMOVAL AND DISPOSAL OF FENCE	51	LIN. FT.	27.75	1,415.25
3	202	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	1489	SQ. YD.	36.00	53,604.00
4	202	REMOVAL AND DISPOSAL OF JUNCTION BOXES	2	EACH	2,100.00	4,200.00
5	202	REMOVAL AND DISPOSAL OF DROP INLETS	7	EACH	1,415.00	9,905.00
6	202	REMOVAL AND DISPOSAL OF PIPE CULVERTS	31	EACH	1,435.00	44,485.00
7	202	REMOVAL AND DISPOSAL OF GUARDRAIL	356	LIN. FT.	31.25	11,125.00
8	202	REMOVAL AND DISPOSAL OF SIGNS	1	EACH	1,345.00	1,345.00
9	206	FLOWABLE SELECT MATERIAL	95	CU. YD.	335.00	31,825.00
10	SS & 210	UNCLASSIFIED EXCAVATION	2822	CU. YD.	26.50	74,783.00
11	210	COMPACTED EMBANKMENT	12390	CU. YD.	30.50	377,895.00
12	SS & 303	AGGREGATE BASE COURSE (CLASS 7)	4484	TON	41.75	187,207.00
13	SS & 401	TACK COAT	3832	GAL.	6.25	23,950.00
14	SP, SS, & 406	ACHM BINDER COURSE (PG70-22)(1")	2296	TON	120.00	275,520.00
15	SP, SS, & 407	ACHM SURFACE COURSE (PG70-22)(1/2")	4124	TON	122.00	503,128.00
16	412	COLD MILLING ASPHALT PAVEMENT	1603	SQ. YD.	25.00	40,075.00
17	SS & 505	PORTLAND CEMENT CONCRETE DRIVEWAY	3044	SQ. YD.	89.70	273,046.80
18	601	MOBILIZATION	1.00	LUMP SUM	235,000.00	235,000.00
19	SS & 603	MAINTENANCE OF TRAFFIC	1.00	LUMP SUM	250,986.20	250,986.20
20	SS & 604	SIGNS	486	SQ. FT.	15.00	7,290.00

IV. UNIT PRICE SCHEDULE

21	SS & 604	BARRICADES	136	LIN. FT.	31.00	4,216.00
22	SS & 604	TRAFFIC DRUMS	133	EACH	84.50	11,238.50
23	SS & 604	TRAFFIC CONE	176	EACH	41.25	7,260.00
24	604	CONSTRUCTION PAVEMENT MARKINGS	28840	LIN. FT.	0.40	11,536.00
25	604	REMOVAL OF CONSTRUCTION PAVEMENT MARKINGS	14000	LIN. FT.	0.30	4,200.00
26	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS	13180	LIN. FT.	0.30	3,954.00
27	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS (WORDS)	1	EACH	250.00	250.00
28	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS (ARROWS)	1	EACH	250.00	250.00
29	SP, SS, & 604	PORTABLE CHANGEABLE MESSAGE SIGN	14	WEEK	395.00	5,530.00
30	SS & 604	VERTICAL PANELS	73	EACH	91.00	6,643.00
31	SS & 605	CONCRETE DITCH PAVING (TYPE B)	33	SQ. YD.	297.00	9,801.00
32	SS & 606	18" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	2063	LIN. FT.	155.00	319,765.00
33	SS & 606	24" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	645	LIN. FT.	180.00	116,100.00
34	SS & 606	30" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	751	LIN. FT.	202.00	151,702.00
35	SS & 606	36" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	50	LIN. FT.	270.00	13,500.00
36	SS & 606	42" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	437	LIN. FT.	315.00	137,655.00
37	SS & 606	48" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	391	LIN. FT.	325.00	127,075.00
38	SS & 606	54" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	299	LIN. FT.	400.00	119,600.00
39	SS & 606	18" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	14	EACH	1,475.00	20,650.00
40	SS & 606	24" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	4	EACH	1,700.00	6,800.00
41	SS & 606	30" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	3	EACH	2,100.00	6,300.00
42	SS & 606	36" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	2,600.00	2,600.00

IV. UNIT PRICE SCHEDULE

43	SS & 606	42" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	3,250.00	3,250.00
44	SS & 606	48" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	4,015.00	4,015.00
45	SS & 606	54" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	4,275.00	4,275.00
46	SS & 609	CURB INLET TYPE "A"	51	EACH	7,425.00	378,675.00
47	SS & 609	LIGHT DUTY JUNCTION BOX	5	EACH	5,745.00	28,725.00
48	SS & 609	HEAVY DUTY GRATE INLET	1	EACH	8,250.00	8,250.00
49	SS & 609	DROP INLET EXTENSIONS (4')	24	EACH	1,025.00	24,600.00
50	SS & 609	LIGHT DUTY GRATE INLET	1	EACH	8,250.00	8,250.00
51	610	STRUCTURES ADJUSTED TO GRADE	1	EACH	5,550.00	5,550.00
52	620	LIME	2	TON	155.00	310.00
53	620	SEEDING	1.16	ACRE	2,095.00	2,430.20
54	SS & 620	MULCH COVER	3.42	ACRE	1,550.00	5,301.00
55	620	WATER	257	M. GAL.	12.50	3,212.50
56	621	TEMPORARY SEEDING	2.26	ACRE	1,165.00	2,632.90
57	621	SILT FENCE	8180	LIN. FT.	4.20	34,356.00
58	621	SAND BAG DITCH CHECKS	165	BAG	14.50	2,392.50
59	621	SEDIMENT REMOVAL AND DISPOSAL	392	CU. YD.	57.55	22,559.60
60	SS & 621	FILTER SOCK (12")	2019	LIN. FT.	10.50	21,199.50
61	624	SOLID SODDING	7363	SQ. YD.	5.55	40,864.65
62	SS & 633	CONCRETE WALKS	7346	SQ. YD.	60.65	445,534.90
63	SS & 634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (1' 6")	7112	LIN. FT.	42.00	298,704.00

IV. UNIT PRICE SCHEDULE

64	635	ROADWAY CONSTRUCTION CONTROL	1.00	LUMP SUM	27,500.00	27,500.00
65	637	MAILBOXES	19	EACH	186.00	3,534.00
66	SS & 637	MAILBOX SUPPORTS (SINGLE)	19	EACH	186.00	3,534.00
67	640	MODIFYING DROP INLETS	1	EACH	2,600.00	2,600.00
68	719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	800	LIN. FT.	2.50	2,000.00
69	719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	160	LIN. FT.	22.50	3,600.00
70	719	THERMOPLASTIC PAVEMENT MARKING WHITE (24")	400	LIN. FT.	29.75	11,900.00
71	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	8620	LIN. FT.	1.90	16,378.00
72	719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	1	EACH	435.00	435.00
73	719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	1	EACH	400.00	400.00
74	SS & 726	STANDARD SIGN	140	SQ. FT.	37.15	5,201.00
75	SS & 729	CHANNEL POST SIGN SUPPORT (TYPE A)	9	EACH	115.00	1,035.00
76	816	FILTER BLANKET	25	SQ. YD.	18.50	462.50
77	816	DUMPED RIPRAP	13	CU. YD.	89.00	1,157.00
78	SS & 802	CLASS S CONCRETE-ROADWAY	9.78	CU. YD.	1,325.00	12,958.50
79	SS & 804	REINFORCING STEEL-ROADWAY (GRADE 60)	1560	POUND	1.80	2,808.00
5' CHAIN LINK FENCE ALTERNATE – BID ONE ITEM ONLY						
80	SS & 619	5' STEEL CHAIN LINK FENCE	160	LIN. FT.	49.50	7,920.00
81	SS & 619	5' ALUMINUM CHAIN LINK FENCE	160	LIN. FT.		
TOTAL BASE BID			5,002,595.00			

TOTAL BASE BID WRITTEN IN WORDS: Five Million Two Thousand Five Hundred Ninety Five Dollars and zero cents

IV. UNIT PRICE SCHEDULE

DEDUCTIVE ALTERNATE

ITEM NO.	ARDOT REF	DESCRIPTION	QTY.		UNIT	UNIT PRICE	TOTAL COST
			DEDUCT	ADD			
1	210	COMPACTED EMBANKMENT - ADD		646	CU. YD.	35.50	22,933.00
2	SS & 633	CONCRETE WALKS - DEDUCT	1530		SQ. YD.	55.00	(84,150.00)
TOTAL DEDUCTION			(61,217.00)				

NOTE: UNIT BID PRICES OF ITEMS IN DEDUCTIVE ALTERNATE SHALL MATCH PRICES IN THE BASE BID.

TOTAL DEDUCTION WRITTEN IN WORDS: Negative Sixty One Thousand Two Hundred Seventeen Dollars and Zero Cents

V. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, RL Persons Construction Inc., as PRINCIPAL, and

Harco National Insurance Company, as SURETY, are held and firmly bound unto the

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

FIVE PERCENT OF TOTAL AMOUNT BID

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated July 15, 2026, for the South Caraway Road Widening.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this 1st day of July, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

RL Persons Construction Inc.
(Principal)

By _____

Pres.
(Title)

(Witness)

PO Box 3938, Poplar Bluff, Mo 63902

PO Box 3938, Poplar Bluff, MO 63901
(Address)

SEAL

Kathy L. Fagan
Kathy L. Fagan, Witness

Harco National Insurance Company
(Corporate Surety)

By _____

Casey M. Parisoff, Attorney-in-Fact

4200 Six Forks Road, Raleigh, NC 27609
(Address)

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

POWER OF ATTORNEY

Bond # BID BOND

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CASEY PARISOFF, KATHY L. FAGAN

St. Louis, MO

their 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, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1904 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 15, 2026

A02769

Irene Martins, Assistant Secretary

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.
   RL Persons Construction Inc
2. Permanent main office address.
   2025 Commerce Rd, Poplar Bluff, MO 63901
3. When organized.
   7/23/1990
4. If a corporation, where incorporated.
   Missouri
5. How many years have been engaged in the contracting business under your present firm or trade name? 36
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). Please see attached
7. General character of work performed by your company.
   Heavy Civil, Commercial, Industrial
8. Have you ever failed to complete any work awarded to you?
   NO
9. Have you ever defaulted on a Contract?
   No
   If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
    NO
    If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
    Please See attached
12. List your major equipment available for this Contract.
    Any equipment needed to complete contract.
13. Experience in construction work similar in importance to this project.
    Please see attached
14. Background and experience of the principal members of your organization, including the officers. Please see attached
15. Credit available: $ 1,235,000 .

16. Give Bank reference: Joey Mellane First Midwest Bank 573-785-8461

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 Poplar Bluff, Mo this 15th

day of July, 2026.

RL Persons Construction Inc
(Name of Bidder)

By _____

Title Pre

STATE OF Missouri)
) SS.
COUNTY OF Butler)

Randy Persons being duly sworn deposes and says that

he is President of RL Persons Construction Inc
(Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 15th day of July, 2026.

SHAUN CROOK My Commission Expires 11-21-2029 NOTARY SEAL Butler County Commission # 17860773 NOTARY PUBLIC - STATE OF MISSOURI

_____
(Notary Public)

My Commission Expires:

11-21-2029

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R.L. Persons Construction Inc

Projects in Progress

110713-Drainage Ditch & Sugar Creek

Owner:	ARDOT
Contact:	ARDOT Will Harris 2320 W. Union Ave, Wynne, AR 72396 870-238-3738
Contract Amount:	$ 5,298,999.00
Percent Complete:	80%
Contracted Comp Date:	7/31/2026

Bernie Water System Improvements

Owner:	City of Bernie
Contact:	Smith & Company Greg Bell 901 Vine Street Poplar Bluff, MO 63902 573-785-9621
Contract Amount:	$ 7,719,618.00
Percent Complete:	70%
Contracted Comp Date:	10/31/2026

Hayti Water Improvements

Owner:	City of Hayti
Contact:	Heartland Engineering Bob Summers 891 Mockingbird Lane Poplar Bluff, MO 63901 573-718-4627
Contract Amount:	$ 3,999,020.00
Percent Complete:	85%
Contracted Comp Date:	8/31/2026

Hayti Wastewater Treatment

Owner:	City of Hayti
Contact:	Horner & Shirfin Daniel Kingree 4061 Hwy PP #1 Poplar Bluff, MO 63901 573-727-9666
Contract Amount:	$ 8,308,140.00
Percent Complete:	75%
Contracted Comp Date:	10/27/2026

Wayne County PWSD #3 Water System Improvements

Owner:	PWSD #3
Contact:	Smith & Company Mark Webb 901 Vine Street Poplar Bluff, MO 63902 573-785-9621
Contract Amount:	$ 4,180,225.00
Percent Complete:	85%
Contracted Comp Date:	9/30/2026

Eminence Fire Station

Owner:	City of Eminence
Contact:	Smith & Company Engineers Justin Roberts 901 Vine Street Poplar Bluff, MO 63902 573-785-9621
Contract Amount:	$ 1,161,203.00
Percent Complete:	85%
Contracted Comp Date:	7/20/2026

Wayne Butler Co Waterline Replacement

Owner:	PWSD #3
Contact:	Waters Engineering John Chittenden PO Box 567 Sikeston, MO 63801 573-471-5680
Contract Amount:	$ 694,535.00
Percent Complete:	85%
Contracted Comp Date:	7/30/2026

Sharp County Airport Taxiway Phase 5

Owner:	Sharp County Regional Aiport
Contact:	McClelland Engineering Alex Smith 7302 Kanis Road Little Rock, AR 72204 501-371-0272
Contract Amount:	$ 1,946,548.65
Percent Complete:	85%
Contracted Comp Date:	7/31/2026

R.L. Persons Construction Inc

Projects In Progress

JSE0150 Route Y Scott County Roudabout

Owner:	MODOT
Contact:	MODOT Kevin Plot 198 State Hwy Y Jackson, MO 63755 573-243-0899
Contract Amount:	$ 2,339,999.00
Percent Complete:	60%
Contracted Comp Date:	9/1/2026

National Park Service Round Spring Project

Owner:	National Park Service
Contact:	John Cecil Construction Mike 1011 Old Chillicothe Road, SE Washington Court House, OH 43160 740-606-1787
Contract Amount:	$ 1,449,995.00
Percent Complete:	0%
Contracted Comp Date:	9/30/2026

PB VA Fire Main & Water Storage

Owner:	Departement of Veterans Affairs
Contact:	Fox-ESA JV, LLC. 8685 N. Palafox ST. Pensacola, FL 32534
Contract Amount:	$ 8,762,607.43
Percent Complete:	5%
Contracted Comp Date:	2/28/2028

R.L. Persons Construction Inc

Projects Completed

Essex Water System Improvements

Owner:	City of Essex
Contact:	Greg Bell Smith & Co. Engineers 901 Vine St Poplar Bluff, MO 63901 (573) 785-9621
Contract Amount:	$1,926,539.85
Completion	8/1/2018

100839-Ditch No 43 Str & Apprs

Owner:	ARDOT
Contact:	ARDOT Bob Reddell 1169 S Highway 119 Osceola, AR 72370 870-563-3463
Contract Amount:	$ 523,000.00
Completion	9/30/2019

Orscheln-Dexter

Owner:	Orscheln
Contact:	Orscheln 1313 Riley Industrial Dr. Moberly, MO. 65270
Contract Amount:	$ 1,602,119.73
Completion	8/1/2019

Kennett 5th Street Sewer Repair

Owner:	City of Kennett
Contact:	City of Kennett Jeff Clark Water & Sewer Dept Kennett, MO 573-888-5366
Contract Amount:	$ 588,231.00

New Madrid Water Treatment Plant

Owner:	City of New Madrid
Contact:	Smith & Company Billy Cobb Poplar Bluff, MO (573) 785-9621
Contract Amount:	$ 2,360,480.00
Completion	10/1/2018

Crittenden County Box Culvert

Owner:	AHTD
Contact:	Crisp Contractors Nick Haynes 1598 E. Thompson West Memphis, AR (870) 735-7353
Contract Amount:	$ 643,272.50
Completion	8/1/2018

Osceola Waste Water Treatment Plant

Owner:	City of Osceola
Contact:	McClelland Engineers Adam Triche 7302 Kanis Road Little Rock, AR 72204 501-371-0272
Contract Amount:	$ 1,620,772.00
Completion	10/31/2019

Henson Transfer Station

Owner:	Henson Trash Service
Contact:	Henson Trash Service Chad Henson Rt. 4 Box 1018 Piedmont, MO 63957
Contract Amount:	$ 555,950.00

R.L. Persons Construction Inc

Projects Completed

Completion 8/31/2019

11th Street

Owner: City of Poplar Bluff
Contact: Smith & Co. Engineers
Billy Cobb
901 Vine St
Poplar Bluff, MO 63901
(573) 785-9621

Contract Amount: $332,264.38
Completion 11/25/2019

Turkey Creek Sanitary Sewer

Owner: Taney County Regional Sewer District
Contact: Great River Engineering
Tim Schoenhoff
Springfield, MO

417-886-7171

Contract Amount: $ 995,999.00
Completion 10/12/2020

Searcy Country Club Road

Owner: City of Searcy
Contact: ETC Engineers
Shawkat Ali
1510 S. Broadway
Little Rock, AR 72202
501-375-1786

Contract Amount: $ 1,997,500.00
Completion 2/26/2021

Mississippi County Landfill

Owner: Mississippi County
Contact: FTN Associates
Jason Ghidotti
3 Innwood Circle, Suite 220
Little Rock, AR 72211
501-225-7779

Contract Amount: $ 2,287,500.00
Completion 3/15/2021

Camdenton Airport Utilities

Owner: Camdenton Airport
Contact: Phillips Hardy
Phil Raines

573-808-7604

Contract Amount: $ 316,663.00
Completion 1/1/2021

Calico Rock Airport Entrance Road

Completion 12/31/2019

Butler County Hwy Dept Shed Roof

Owner: Butler County
Contact: Butler County
Robbie Moore
100 N. Main Street
Poplar Bluff, MO 63901
573-686-8075

Contract Amount: $44,659.00
Completion 12/26/2019

050325-Little Brushy Creek Str & Apprs.

Owner: ARDOT
Contact: ARDOT
Kenny Bowren
P.O. Box 2073
Batesville, AR 72503
870-251-1850

Contract Amount: $ 1,910,640.00
Completion 1/2/2022

100870-Hwy. 34 Marmaduke Box Culvert

Owner: ARDOT
Contact: West Plains Bridge & Grading
Jason House
1620 Woodson Road
St. Louis, MO 63114
314-524-7223

Contract Amount: $ 220,183.85
Completion 10/1/2020

110653-Hwy. 118 West Memphis

Owner: ARDOT
Contact: ARDOT
Donnie Henson

West Memphis
870-735-2466

Contract Amount: $ 1,119,999.00
Completion 10/1/2021

Hannibal Palmyra Road Sidewalks Improvements Ph II

Owner: City of Hannibal
Contact: Kurt Kutter
Cochran Engineering
8 East Main Street
Wentzville, MO 63385
636-332-4574

Contract Amount: $ 359,999.00
Completion 5/31/2021

Butler County Levee

R.L. Persons Construction Inc

Projects Completed

Owner: Izard County Aiport Commission
Contact: Grimes Engineers
Dan Clinton
2800 Cantrell Road, Suite 101
Little Rock, AR 72202
501-666-1500

Contract Amount: $ 96,999.00
Completion 9/29/2021

Sharp Co Regional Airport

Owner: Sharp County Regional Aiport
Contact: McClelland Engineering

7302 Kanis Road
Little Rock, AR 72204
501-371-0272

Contract Amount: $ 877,823.00
Completion 10/31/2022

Jonesboro WWTP Force Main

Owner: City of Jonesboro, AR
Contact: Vanhorn Construction, Inc
Tripp Croom
790 Tyler Road
Russellville, AR 72802

Contract Amount: $ 815,000.00
Completion 8/23/2024

R60140-Hot Springs Box Culverts

Owner: ARDOT
Contact: McGeorge Contracting
Chuck Jones
P.O. Box 408
Sweet Home, AR 72164
501-490-6083

Contract Amount: $ 5,337,427.72
Completion 6/30/2022

New Madrid Airport T-Hangar Taxilanes

Owner: New Madrid County
Contact: Ryan Lorton
Burns & McDonnell
425 Couth Woods Mill Rd, Suite 300
Chesterfiled, MO 63017
314-682-1500

Contract Amount: $ 460,225.00

Owner: Butler County Drainage District No. 7
Contact: Mathis & Associates

114 N. Broadway
Poplar Bluff, MO 63901
573-785-4202

Contract Amount: $ 362,673.00
Completion 11/14/2022

Stoddard County Sewer

Owner: Stoddard County Sewer District No. 1
Contact: Smith & Company
Greg Bell
901 Vine Street
Poplar Bluff, MO 63901
573-785-9621

Contract Amount: $ 418,999.00
Completion 6/30/2022

Warrenton Rte 47 Sidewalks

Owner: City of Warrenton
Contact: CMT
Bradley Spanberger
One Memroial Drive, Suite 500
St. Louis, MO 63102
314-571-9108

Contract Amount: $ 1,699,999.00
Completion 10/20/2022

GF0270-McCallie Boat Ramps & Parking Lots

Owner: ARDOT
Contact: ARDOT

P.O. Box 40
McGehee
870-222-5104

Contract Amount: $ 1,230,500.00
Completion 8/14/2022

Neelyville Wastewater Treatment

Owner: City of Neelyville
Contact: Horner & Shifrin, Inc.
Bobby Summers
4061 Hwy PP #1
Poplar Bluff, MO 63901
573-727-9666

Contract Amount: $ 933,999.00

R.L. Persons Construction Inc

Projects Completed

Completion 1/5/2022

J913858-Route I-55 Pemiscot County

Owner: MODOT
Contact: MODOT
Tracee Stotts
282 CR 523
Poplar Bluff, MO 63901
(573) 840-9781

Contract Amount: $ 543,747.36
Completion 12/12/2022

Henson Trash Shop Building

Owner: Henson Trash Service
Contact: Henson Trash Service
Chad Henson
Rt. 4 Box 1018
Piedmont, MO 63957

Contract Amount: $ 83,500.00
Completion 5/31/2022

PBHS Concession Stand Piping

Owner: Poplar Bluff Schools
Contact: CE Norton Construction & Plumbing
Ed Norton
1149 County Rd. 442
Poplar Bluff, MO 63901
573-785-7993

Contract Amount: $ 21,704.00
Completion 12/31/2022

Doniphan Ball Park Road

Owner: City of Doniphan
Contact: Mayor

110 N. Grand Avenue
Doniphan, MO 63935
(573) 996-2623

Contract Amount: $ 747,999.00
Completion 8/31/2023

100878-Hwy. 49 & Hwy 34 Roudabout

Owner: ARDOT
Contact: ARDOT
Ryan Blankenship
PO Box 787
Paragould, AR 72451
870-236-6307

Contract Amount: $ 1,714,999.00
Completion 12/1/2023

Completion 6/30/2022

True Manuf. Earthwork

Owner: True Manufacturing
Contact: Demien Construction
Mike McNamee
PO Box 338
Wentzville, MO 63385
636-332-5500

Contract Amount: $ 1,019,620.82
Completion 9/20/2022

Henson Fire Damage Repair

Owner: Henson Trash Service
Contact: Henson Trash Service
Chad Henson
Rt. 4 Box 1018
Piedmont, MO 63957

Contract Amount: $ 730,808.00
Completion 10/31/2022

PBJH Activity Center

Owner: Poplar Bluff Schools
Contact: CE Norton Construction & Plumbing
Ed Norton
1149 County Rd. 442
Poplar Bluff, MO 63901
573-785-7993

Contract Amount: $ 379,300.00
Completion 2/15/2023

J9P3749-Route 142 Box Culvert

Owner: MODOT
Contact: MODOT
Donald Hills
282 CR 523
Poplar Bluff, MO 63901
(573) 840-9781

Contract Amount: $ 889,999.00
Completion 10/31/2023

100941-Piggott Intersection Improvements

Owner: ARDOT
Contact: ARDOT
Ryan Blankenship
PO Box 787
Paragould, AR 72451
870-236-6307

Contract Amount: $ 3,829,999.00
Completion 12/17/2023

R.L. Persons Construction Inc

Projects Completed

Ridgecrest Force Main Extension

Owner: Jonesboro City Water & Light
Contact: Jonesboro City Water & Light
Terry Williams
PO Box 1289
Jonesboro, AR 72403
870-935-5581

Contract Amount: $ 241,432.00
Completion 6/1/2023

West Plains-St. Louis Street

Owner: City of West Plains
Contact:

900 FCC Plaza
Kennett, MO 63857

Contract Amount: $ 99,999.00
Completion 4/26/2024

Williamsville-Wayne Co Nutrition Center

Owner: City of Williamsville & Wayne Co Nutrition
Contact:

East Main Street
Williamsville, MO 63967

Contract Amount: $ 164,400.00
Completion 8/31/2024

Wayne & Butler Co PWSD #4

Owner: PWSSD #4 of Wayne & Butler County
Contact: Waters Engineering
John Chittenden
PO Box 567
Sikeston, MO 63801
573-471-5680
Contract Amount: $ 1,510,584.00
Completion 3/5/2024

Searcy 2024 Pedestrian Improvements

Owner: City of Searcy
Contact: Davidson Engineering
Bear Davidson
210 West Arch Ave, Suite D
Searcy, AR 72143
501-388-2178
Contract Amount: $ 764,000.00

TRC Drainage Improvements

Owner: TRC
Contact: Billy Cobb

901 Vine Street
Poplar Bluff, MO 63902
573-785-9621

Contract Amount: $ 776,734.00
Completion 5/8/2024

Pemiscot Co Port Metal Building

Owner: FCC Behaviroal Health
Contact:

2353 North State Hwy D
Hayti, MO 63851

Contract Amount: $ 238,267.00
Completion 5/31/2024

Gideon Fire Station

Owner: City of Gideon
Contact: Mayor
109 N Main Streer
Gideon, MO 63848
(573) 448-3500

Contract Amount: $ 562,900.00
Completion 6-31-2024

101001-Hwy 120 Luxora Box Clvt

Owner: ARDOT
Contact: ARDOT
Bob Reddell
1169 S Hwy 119
Osceola, AR 72370
870-563-3463
Contract Amount: $ 3,509,386.60
Completion 8/1/2024

Carter County Nutritional Center

Owner: Carter County
Contact: Judge

116 Ball Park Rod
Van Buren, MO 63965
(573) 323-4513
Contract Amount: $ 305,773.00

R.L. Persons Construction Inc

Projects Completed

Completion 11/1/2024

J9P3733-Various Routes Islands

Owner: MODOT
Contact: MODOT
Donald Hills
282 CR 523
Poplar Bluff, MO 63901
(573) 840-9781
Contract Amount: $ 484,999.00
Completion 9/30/2024

FCC Poplar Bluff

Owner: FCC Behaviroal Health
Contact: Noble Shaver

900 FCC Plaza
Kennett, MO 63857

Contract Amount: $ 2,279,000.00
Completion 10/31/2024

Mers Goodwill Pipe Repair

Owner: Mers Goodwill
Contact: Benjamin Kuenzel
1351 Jefferson Street, Suite 301
Washington, MO 63090
636-432-2144

Contract Amount: $ 43,687.50

Completion 7/31/2024

Jonesboro WWTP Site Piping

Owner: Jonesboro Westside WWTP
Contact: Van Horn Construction Inc
Tripp Croom
790 Tyler Road
Russellville, AR 72802
479-968-2514
Contract Amount: $ 7,450,000.00
Completion 8/23/2024

Montauk Valve Replacement

Owner: Missouri Department of Conservation
Contact: Timothy Anderson
2901 West Truman Blvd
Jefferson City, MO 65102
573-751-4115

Contract Amount: $ 223,999.00
Completion 8/1/2024

Briggs Dock

Owner: Mid South Investments
Contact: Mid South Investments
Rick Allison
4403 Hwy PP
Poplar Bluff, MO 63901

Contract Amount: $ 263,274.00



RL PERSONS CONSTRUCTION INC

HEAVY CIVIL - COMMERCIAL - INDUSTRIAL

Principal Office: 3025 Cravens Road, Poplar Bluff, MO. 63901
Mailing Address: PO Box 3938, Poplar Bluff, MO. 63902
Web Site: *www.rlpersons.com*

Email: admin@rlpersons.com

Business Type: General Contractor

34 years as a Contractor
34 years under present business name
Date of Incorporation: July 23, 1990
State of Incorporation: Missouri
President: Randal L. Persons, 100 % Owner
Sr. Vice President: Kevin B. Hoggard
EVP/Sec/COO: Kris Powell
EVP/Treas/CFO: RaElla Ellis
Vice President: Jeff Alford

Licensing: Missouri, Arkansas, Tennessee, Kentucky, Illinois, Kansas

Bonding Agent:
Powers Insurance & Risk Management
6825 Clayton Ave, Suite 200
St. Louis, MO 63139
800-948-5100 (Kathy Fagan)

Bonding Company:
HARCO Insurance Services Inc.
10777 Northwest Freeway, Suite 700
Houston, TX 77092

Banking Reference:
First Midwest Bank of The Ozarks - Attn: Joey McLane or Debbie Shelton
704 North Westwood
Poplar Bluff, MO 63901
573-785-8461

Trade References:

HD SUPPLY WATERWORKS, LTD.
PO BOX 503660
ST. LOUIS, MO 63150
Contact: Mark Schmittgens 800-851-3108

AMERLAN ELECTRIC CONTRACTORS LLC
RT 1 BOX 1760
PIEDMONT, MO 63957
Contact: Craig Amerlan 573-429-4701 cell

BAUGHN PAINTING
196 HAZY RD
POPLAR BLUFF, MO 63901
Contact: Gary Baughn 573-718-3571

R.L. Persons Construction, Inc.
Key Personnel

Randal Persons	President and Chief Executive Officer - Thirty-Nine years of experience in project estimating and successf management of various general, heavy civil & commercial projects. Responsible for oversight of corporation and executive level project management.
Kevin Hoggard	Senior Vice President - Thirty-Two years experience in commercial estimating & successful management of various general & commercial projects. Responsible for building/water & sewer project management and estimating.
RaElla Ellis	Executive Vice President/Treasurer/Chief Financial Officer - Thirty-Two years experience in accounting an Responsible for accounting, financial reporting, cash flow, and management of office personnel.
Kris Powell	Executive Vice President/Secretary/Chief Operating Officer - Twenty-Five years experience in project estir management, accounting, and business management. Responsible for heavy civil project management, estimating, contract admin., and assist with accounting.
Jeff Alford	Vice President -Nineteen years experience in project estimating, project management, Responsible for heavy civil project management & estimating.
Brian Miller	Thirty years experience in superintendence of commercial & heavy civil projects. Responsible for concrete project superintendence.
Marty McClure	Thirty years of experience in erection of pre engineered buildings. Responsible for building construction superintendence.
Mike Bradley	Thirty-One years of experience in various stages of water and sewer plant construction and line installation. Responsible for water & sewer project superintendence. Certified COE QCM, Certified SWPPP inspector
Neal Chilton	Thirty-One years experience in carpentry, concrete, and safety - Certified OSHA trainer, Certified Flagger Trainer, Certified First Aid/CPR Trainer

VII. CONTRACT

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

between RL Persons Construction, Inc.

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

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

W I T N E S S E T H:

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

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

Addendum #1 dated July 10, 2026

_____ 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 five hundred fifty (550) 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 South Caraway Road Widening.

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

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

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

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No

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

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

Executed on this _____ day of _____, 20____.

_____
(Principal)

By_____

Title_____

SEAL

_____
(Surety)

By_____
(Attorney-in-Fact)

NOTES:

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

IX. GENERAL CONDITIONS

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GC.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC.2 SUPERINTENDENCE BY CONTRACTORS

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

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

incompetent or insubordinate superintendent.

GC.3 CONTRACTOR'S EMPLOYEES

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

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

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

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

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

GC.5 SUBCONTRACTS

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

GC.6 OTHER CONTRACTS

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

GC.7 CONTRACTOR'S INSURANCE

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

(1) Workmen’s Compensation - Statutory Limit

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

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

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

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

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

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

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

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

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

GC.11 PAYMENT TO CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

GC.12 USE OF COMPLETED PORTIONS

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

GC.13 CHANGES IN THE WORK

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

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

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

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

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

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

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

(A) Labor, including foremen;

(B) Materials entering permanently into the work;

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

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

(E) Insurance;

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

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

Each Change Order shall include in its final form:

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

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

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

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

GC.14 CLAIMS FOR EXTRA COST

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

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

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

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

regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

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

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

Termination for Convenience

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

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

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

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

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

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

GC.16 SUSPENSION OF WORK

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend

the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor notice in writing three (3) days prior to the suspension.

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

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

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

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

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

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

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

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

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

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

(2) To any acts of the Owner;

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

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

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

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

GC.18 DISPUTES

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

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

If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow

the dispute to delay the work, but shall notify the Local Public Agency promptly that he is proceeding with the work under protest, and he may then except the matter in question from the final release.

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

GC.21 SHOP DRAWINGS

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

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

relieved of the responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

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

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

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

GC.23 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

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

If the Plans, Specifications, or Contract Documents, laws, ordinances or applicable rules and regulations permit the Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he shall make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the

same functions as that specified; the use of such substitute will not require revisions of related work. No substitute shall be ordered or installed without the written approval of the Engineer who will be the judge of equality and may require the Contractor to furnish such other data regarding the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the Owner may require which shall be furnished at Contractor's expense.

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

GC.24 SAMPLES, CERTIFICATES, AND TESTS

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

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

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

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

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

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

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

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

GC.25 PERMITS AND CODES

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

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

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

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

GC.26 CARE OF WORK

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any injury, including death, to any person, and for any damage to property which may result from their failure, or from their improper construction, maintenance, or

operation. He shall indemnify and save harmless the Local Public Agency and the Engineer and their employees and agents, against any judgement with costs, which may be obtained as a result of such injury or property damage, because of the alleged liability of the Local Public Agency or of the Engineer.

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

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

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

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

GC.27 QUALITY OF WORK AND PROPERTY

All property, materials, and equipment shall be new and free of defects upon completion of the Contractor's performance and, unless different standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All of the Contractor's work shall be performed with the highest degree of skill and completed free of defects and in accordance with the Contract Documents. Any work, property, materials, or equipment not in

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

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

GC.28 ACCIDENT PREVENTION

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

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

The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been

suffered by any person as a result of any work conducted under this Contract.

GC.29 SANITARY FACILITIES

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

GC.30 USE OF PREMISES

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

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

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

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

GC.33 OBSERVATION OF WORK

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

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

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

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

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

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

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

Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

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

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.35 PROHIBITED INTERESTS

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

GC.36 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public

Agency having charge of observation. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable. The inspection party will also include the representatives of each Department of the Local Government and any other involved government agencies when such improvements are later to be accepted by the Local Government and/or other government agencies.

GC.37 PATENTS

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

GC.38 WARRANTY OF TITLE

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

GC.39 GENERAL GUARANTY

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

X. SUPPLEMENTAL GENERAL CONDITIONS

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SGC.1 PROGRESS SCHEDULE

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

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

(2) Planned contract completion date.

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

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

(5) All construction milestone dates.

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

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

SGC.2 DRAWINGS

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

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

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

Intentionally Left Blank

SGC.4 RECORD DRAWINGS

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

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

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

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

SGC.6 MINIMUM WAGES

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

XI. SPECIAL CONDITIONS

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SC.1 GENERAL

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

SC.2 LOCATION OF PROJECT

The project is located along South Caraway Road. 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 widening South Caraway Road.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be five hundred fifty (550) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

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

SC.6 LIQUIDATED DAMAGES FOR DELAY

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

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

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

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

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

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

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

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

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

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

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

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

Over $1,000,000.00	$500.00

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

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

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

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

SC.7 KNOWLEDGE OF CONDITIONS

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

SC.8 PERMITS AND RIGHTS-OF-WAY

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

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

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and

licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

SC.9 REFERENCE SPECIFICATIONS

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

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

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.11 USED MATERIALS

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

SC.12 EXISTING STRUCTURES

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

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

SC.13 USE OF EXPLOSIVES

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

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

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

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

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

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

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

SC.17 MATERIAL STORAGE

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the

same type of original material and construction or better, at his own expense.

SC.19 TESTING, INSPECTION AND CONTROL

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

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

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

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

SC.20 BOND

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

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

SC.21 LIGHT AND POWER

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

SC.23 LINES AND GRADES

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

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

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

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

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

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

SC.23 LEGAL HOLIDAYS

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

SC.24 SEQUENCE OF CONSTRUCTION

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

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

SC.25 TEST BORINGS

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

SC.26 TEMPORARY FIELD OFFICE

Not required for this project.

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

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

SC.28 MAINTENANCE BOND

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

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

RELEASE

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the South Caraway Road Widening 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 South Caraway Road Widening 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 South Caraway Road Widening and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

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

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

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

_____
Principal

ATTEST:

_____ BY:_____

_____ _____

SEAL

_____
Surety

ATTEST:

_____ BY:_____
Attorney in Fact

_____ _____

XII. TECHNICAL SPECIFICATIONS

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TITLE

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

SP-2 Arkansas Department of Transportation Supplemental Specifications

SP-3 City of Jonesboro Special Provisions

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

General

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

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

SP- 2 – ARKANSAS DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL SPECIFICATIONS

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DEPARTMENT NAME CHANGE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

UNCLASSIFIED EXCAVATION

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

AGGREGATE BASE COURSE

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

QUALITY CONTROL AND ACCEPTANCE

Division 300 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first sentence of the third paragraph **Subsection 306.03 Acceptance Testing** is hereby deleted and the following substituted therefor:

> If the material being furnished is crushed stone the Department will furnish the PL, LL, and PI for the material, further tests for PL, LL, and PI are waived.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
TACK COATS

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

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

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

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

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

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

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

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

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

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

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

The optimum asphalt content is the asphalt binder content at 3.5% air voids for all asphalt mixtures.

The first bullet of the first paragraph of **Subsection 404.01(b), Design Requirements,** is hereby deleted and the following substituted therefor:

- All binder grades for all asphalt mixtures will be designed using 3.5% air voids.

The second paragraph of Subsection 404.01(b), Design Requirements, of the Standard Specifications, is hereby amended and the following added:

All Asphalt Base and Binder Courses will be designed at a Ndes of 75 gyrations. All Asphalt Surface Courses will be designed at a Ndes of 60 gyrations.

The second paragraph of **Subsection 404.01(b), Design Requirements,** is hereby deleted.

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

Adjustments to the accepted mix design to conform to actual production values without redesign of the mixture shall be based on production of the mixture at a target value of 3.5% air voids in all asphalt mixture specimens and an asphalt binder content not less than that specified in the accepted mix design.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

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

Table 405-1
Design Requirements for Asphalt Concrete Hot/Warm Mix Base Course (1½")

	Control Points
Sieve	Percent Passing (%)
1½"	100
1"	90 - 100
¾"	90 max.
No. 4	-
No. 8	15 - 41
No. 16	-
No. 30	-
No. 50	-
No. 200	0 - 6

Asphalt Binder Content	Design Value	
% Air Voids	3.5	
% VMA	11.5 - 13.0	
Minimum Water Sensitivity Ratio	80	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 - 1.4	
Wheel Tracking Test	Design PG Grade	Maximum Rut
(8000 cycles, 100 psi, 64ºC)	64-22 or 67-22	0.315 in. (8.000 mm)
	70-22 or 76-22	0.197 in. (5.000 mm)

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

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

Table 406-1
Design Requirements for Asphalt Concrete Hot/Warm Mix Binder Course (1")

Sieve	Control Points Percent Passing (%)
1½"	100
1"	90 - 100
¾"	90 max.
No. 4	-
No. 8	19 - 45
No. 16	-
No. 30	-
No. 50	-
No. 200	1 - 7

Asphalt Binder Content	Design Value	
% Air Voids	3.5	
% VMA	12.5 - 14.0	
Minimum Water Sensitivity Ratio	80	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 - 1.4	
Wheel Tracking Test	Design PG Grade	Maximum Rut
(8000 cycles, 100 psi, 64ºC)	64-22 or 67-22	0.315 in. (8.000 mm)
	70-22 or 76-22	0.197 in. (5.000 mm)

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

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

Table 407-1
Design Requirements for Asphalt Concrete Hot/Warm Mix Surface Course (1/2")

Sieve	Control Points Percent Passing (%)
¾"	100
½"	90 - 100
3/8"	90 max.
No. 8	28 - 58
No. 16	-
No. 30	-
No. 50	-
No. 200	3 - 7

Asphalt Binder Content	Design Value	
% Air Voids	3.5	
% VMA	14.5 - 16.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 - 1.2	
Wheel Tracking Test (8000 cycles, 100 psi, 64ºC)	Design PG Grade	Maximum Rut
	64-22 or 67-22	0.315 in. (8.000 mm)
	70-22 or 76-22	0.197 in. (5.000 mm)

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 407-2
Design Requirements for Asphalt Concrete Hot Mix Surface Course (3/8")

	Control Points	
Sieve	Percent Passing (%)	
½"	100	
3/8"	90 - 100	
No. 4	90 max.	
No. 8	32 - 67	
No. 16	-	
No. 30	-	
No. 50	-	
No. 200	3 - 7	
Asphalt Binder Content	Design Value	
% Air Voids	3.5	
% VMA	15.5 - 17.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 - 1.4	
Wheel Tracking Test	Design PG Grade	Maximum Rut
(8000 cycles, 100 psi, 64ºC)	64-22 or 67-22	0.315 in. (8.000 mm)
	70-22 or 76-22	0.197 in. (5.000 mm)

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PERCENT AIR VOIDS FOR ASPHALT MIX DESIGNS

The Table 410-1 in **Subsection 410.09(b), Acceptance of the Pavement,** of the Standard Specifications, is hereby amended as follows:

TABLE 410-1
COMPLIANCE, PRICE REDUCTION AND REJECTION LIMITS FOR ASPHALT COURSES

Property	Compliance Limits	Price Reduction Limits	Lot Rejection Limits	Sublot Rejection Limits
Asphalt Binder Content	±0.3 from mix design value	more than ±0.3 from mix design value	more than ±0.6 from mix design value	±0.8 from mix design value
Air voids (AV)	2.5% to 4.5%	1.9% to 2.4% 4.6% to 5.0%	1.8% or less 5.1% or more	1.4% or less 5.6% or more
Voids in Mineral Aggregate (VMA)*				
Asphalt Base Course (1½")	11.0% to 13.5%	10.5% to 10.9% 13.6% to 14.0%	10.4% or less 14.1% or more	9.9% or less 14.6% or more
Asphalt Binder Course (1")	12.0% to 14.5%	11.5% to 11.9% 14.6% to 15.0%	11.4% to less 15.1 or more	10.9% or less 15.6% or more
Asphalt Surface Course (1/2")	14.0% to 16.5%	13.5% to 13.9% 16.6% to 17.0%	13.4% or less 17.1% or more	12.9% or less 17.6% or more
Asphalt Surface Course (3/8")	15.0% to 17.5%	14.5% to 14.9% 17.6% to 18.0%	14.4% or less 18.1% or more	13.9% or less 18.6% or more
Density (% of theoretical)	92.0% to 97.0%	91.0% to 91.9% 97.1 to 98.0%	90.9% or less 98.1% or more	89.9% or less** 99.1% or more
Density (% of theoretical) where minimum specified is 90.0%	90.0% to 97.0%	89.0% to 89.9% 97.1% to 98.0%	88.9% or less 98.1% or more	87.9% or less** 99.1% or more

*The values for $VMA_{(actual)}$ shall be determined by calculating the $VMA_{(effective)}$ and reducing it by the correction factor shown on the mix design.
**Subject to further evaluation, see text.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

LIQUID ANTI-STRIP ADDITIVE

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

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

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

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

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

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

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

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

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

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRACKLESS TACK

Sections 401 and 403 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the second sentence of **Subsection 401.02 Materials:**

Trackless Tack meeting the requirements of this supplemental specification may be used as Tack Coat at no additional cost to the Department.

The following is hereby added after the fifth sentence of **Subsection 401.03(c), Application of Tack Coat:**

When Trackless Tack is used, the Contractor shall follow the manufacturer's recommendations for storage, application temperature, and application rate.

The following is hereby added as the second paragraph of **Subsection 401.06, Basis of Payment:**

If the Contractor elects to use Trackless Tack in lieu of Tack Coat, the application and payment for the material used will be measured and paid for at the contract unit price bid for Tack Coat per gallon (liter).

The following is hereby added after the second sentence of the first paragraph **Subsection 403.03, Asphalt Materials:**

The manufacturer shall submit certified test results for Trackless Tack to the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRACKLESS TACK

The following is hereby added as **Subsection 403.03 (g), Trackless Tack:**

Trackless tack shall be an anionic or cationic asphalt emulsion conforming to the requirements below:

	Test Method	Min	Max
Viscosity, Saybolt Furol at 25°C SFS	AASHTO T59	20	150
Storage stability test, 24-h, %	AASHTO T59		1
Sieve test, %	AASHTO T59		0.3
Residue by distillation, %	AASHTO T59	50	
Tests on residue from distillation:			
Penetration, 25°C, 100 g, 5 s	AASHTO T59		20
*Solubility %	AASHTO T44	97.5	
*Ash Content	AASHTO T111		1
Softening Point °C	AASHTO T53	65	

*Ash Content or Solubility may be used for testing purposes of the residue from distillation.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DESIGN OF ASPHALT MIXTURES

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

The following is added after the first sentence of paragraph 3 **Subsection 404.01 Design of Asphalt Mixtures. (b) Design Requirements:**

Any use of recycled engine oil bottoms (REOB) or other engine oil derivatives in the manufacture or modification of a binder are strictly prohibited. Ground Tire Rubber (GTR) may be added to asphalt binder with blending of GTR into asphalt occurring only at the asphalt terminal. GTR shall be Class 80-1 ground tire rubber as defined by ASTM D5603.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES

Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby modified as follows:

Subsection 410.10 Incentives is hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the first paragraph of **Subsection 410.08, Rolling and Density Requirements and Joints,** is hereby deleted and the following substituted therefor:

> The Engineer will observe the Contractor's use of an electromagnetic surface contact device that meets ASTM D7113/D7113M or the use of a nuclear density gauge to verify that the maximum densities possible are obtained.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EVALUATION OF ACHM SUBLOT REPLACEMENT MATERIAL

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following shall be added to the second to the last paragraph of **Subsection 410.09 (a) General:**

If the material used to replace unacceptable material is a different mix design from what was originally placed, the remaining material in the lot and the replacement material shall both be evaluated as separate partial lots.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

RECYCLED ASPHALT PAVEMENT

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

The fourth paragraph of **Subsection 416.03, Materials and Composition,** is hereby deleted and the following substituted therefor:

To ensure the "production" stockpile is distinguishable to anyone involved in the production of asphalt at the plant and no "unprocessed" materials are introduced into the process of ACHM mix manufacturing, the following shall be required for the use of Recycled Asphalt Pavement (RAP):

- RAP stockpiles should have only binder covered aggregates and therefore, there shall be no virgin aggregate or deleterious materials present in any RAP stockpile. Uncoated aggregate from asphalt plant produced material shall not be considered virgin aggregate as it applies to RAP. Plant startup and shut down materials will be considered binder covered and are allowed.

- Unprocessed RAP and processed RAP stockpiles shall be separated by distance and each stockpile signed accordingly.

- Only processed RAP shall be introduced into asphalt mixes. Processed is defined as efforts to create a uniform stockpile of material and may include, but is not limited to, crushing and/or fractionating. Use of the scalper screen on the plant does not define processed RAP.

- Processed RAP stockpiles shall be of adequate size for multiple operational days of asphalt mix production at the plant's maximum production rate. Processed RAP must be stockpiled before use in plant production. Processed RAP may not be taken from underneath the crusher and placed directly into the cold feed bins. If the crusher is feeding the processed stockpile, the loader must load the cold feed bins from the opposite end of the processed stockpile.

Quality control testing for asphalt binder content and gradation of RAP shall be the contractor's responsibility and conducted as follows:

- Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job's field verification process.

- Minimum of one set of tests per job for jobs that contain at least 1,000 tons of ACHM.

- One set of tests for every 10,000 tons of ACHM produced.

- The first tests on the job must be performed within the first 3 days of production on the job.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

RECYCLED ASPHALT PAVEMENT

The Contractor has the option of quality control testing while the processed stockpile is being built in lieu of testing during production. Quality control testing for asphalt binder content and gradation of RAP shall be the Contractor's responsibility and conducted as follows:

- Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job's field verification process.
- One set of tests for every 1,500 tons of RAP produced for each stockpile.
- The quantity of RAP being placed in the processed stockpile must be tracked.

The Contractor shall pick only one option of quality control method per processed RAP stockpile. The Engineer shall be given the opportunity to witness all testing. Test results shall be submitted to the Engineer by the next business day. The Contractor shall keep a logbook to track the consistency of the asphalt binder content and gradation.

If testing determines the properties of the RAP have deviated significantly from the mix design, as determined by the Engineer, changes to virgin binder content and/or aggregate proportions will be required before production of the ACHM continues. Once adjustments are made and the plant produced mix has the desired properties, the Contractor may request that a field mix design be accepted by the Engineer.

To create uniform, repeatable testing for RAP binder content, asphalt binder content of the RAP shall be determined using AASHTO T 308 with the specific requirements as follows:

- Sample shall be dried to a constant mass as per AASHTO T 329 using a drying temperature of 230 °F ± 9 °F.
- The ignition oven burn temperature used during the mix design process must be used for quality control. The burn temperature shall be reported on the mix design submittal.
- Asphalt Binder Content = % loss – Aggregate Correction Factor (ACF)
- An ACF for each processed RAP stockpile shall be submitted with the mix design if used. An ACF for the job mix formula shall be submitted on the mix design if used. If multiple ignition ovens are used, an ACF for each oven shall be submitted.
- Determination of the ACF may be based on regional historical data at the time of the change. This will ensure all parties involved are aware of the correction factor and therefore avoiding disagreements pertaining to manipulation/fluctuation in aggregate correction factors that could be used to adjust binder content data.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE PAVEMENT

Division 500 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 501.02(a), Cement,** are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 501.02(a), Cement,** are hereby deleted and the following substituted therefor:

The total alkalis in the Portland cement or blended cement ($Na_2O + 0.658\ K_2O$) shall not exceed 0.60%. The total alkali content in the cementitious material shall not exceed 5 lb/cu yd (2.4 kg/cu m).

The fifth paragraph of **Subsection 501.02(b), Fine Aggregate,** is hereby deleted.

The sixth paragraph of **Subsection 501.02(c), Coarse Aggregate,** is hereby deleted.

Subsection 501.02(f), Cement Replacements, (1) Fly Ash, is hereby deleted and the following substituted therefor:

(1) Fly Ash. Fly ash for use with Portland cement or blended cement shall comply with the requirements of AASHTO M 295, Class C or Class F. Mixing of Class C or Class F fly ashes will not be permitted.

The sixth through thirteenth paragraphs of **Subsection 501.03 Mix Design. (a), General,** are hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. Fly ash will not be allowed as a substitute for high early strength cements.

Slag cement may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at a rate of one kilogram (pound) of slag cement for each pound (kilogram) of cement replaced. Slag cement will not be allowed as a substitute for high early strength cements. Ternary mixes (cement, fly ash, and slag cement) are not allowed.

The minimum 28-day compressive strength shall be 4000 psi (28.0 MPa) when tested according to AASHTO T 22. Test specimens will be made and cured according to AASHTO T 23 or T 126 as applicable.

The mixed concrete shall a have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design. All admixtures shall comply with Subsection 501.02(e).

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE PAVEMENT

Fine and coarse aggregate shall be added only in such proportion that satisfactory plasticity, workability, and consistency of the mix are maintained, with the further provision that the ratio of the fine aggregate to cement, based on dry and rodded measure, shall be not less than 1.5 nor more than 2.5.

The specified water/cement ratio shall not be exceeded, and the minimum compressive strength shall be met.

A minimum of 15 working days prior to the commencement of paving operations, the contractor shall submit to the Engineer of Materials for review and approval the following:

- Certification for the low alkali cement proposed for use OR the results of fine and coarse aggregates Potential Alkali Reactivity test (AASHTO T 303) in accordance with Options 1 or 2 of Subsection 501.02.
- A Job Mix Formula (JMF) that contains sources of all aggregates proposed for use, a composite gradation of all aggregates, and proportions of each aggregate. Individual gradations of each aggregate shall be included. The JMF may only be changed upon written approval of the Engineer. Composite gradations will be calculated using ARDOT Test Method 558.
- A completed ARDOT Concrete Mix Design Submittal form. This form is located on the Materials Division website for download.

The last sentence of the third paragraph of **Subsection 501.05(c), Measuring Materials, (1) General,** is hereby deleted and the following substituted therefor:

The load ticket shall show the following information:

1. Unique ticket number.
2. Identification of the truck.
3. Date and time of batching.
4. Total weights and/or volumes of each component.
5. Total volume of mix.
6. Total quantity of water added after batching.
7. Time of discharge.
8. ARDOT Mix Design ID

The first sentence of **Subsection 501.08, High Early Strength Concrete Pavement,** is hereby deleted and the following substituted therefor:

Cement used in High Early Strength Concrete shall conform to AASHTO M 85, Type III, AASHTO M 240, Table 3, or a Rapid Hardening Hydraulic Cement in compliance with ASTM C1600.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

PORTLAND CEMENT CONCRETE DRIVEWAY

Division 500, RIGID PAVEMENT, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 505, PORTLAND CEMENT CONCRETE DRIVEWAY, is hereby modified as follows:

The first paragraph of **Subsection 505.02(b) Joint Filler** is hereby deleted and the following substituted therefore:

> Material for joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certificates in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

INCIDENTAL CONSTRUCTION

Sections 609, 611, 617, and 618 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

Subsection 609.02(c), Materials for Drop Inlets and Junction Boxes, is hereby deleted and the following is substituted therefor:

(c) Steel for welded steel grates and frames shall comply with ASTM A709, Grade 36 (250).

Subsection 611.02(a)(2), Materials for Pipe Underdrains, Outlet Protectors, and Covers, is hereby deleted and the following is substituted therefor:

(2) Corrugated Polyethylene Tubing. The tubing shall be the heavy duty type and shall comply with AASHTO M 252. The tubing shall have a minimum pipe stiffness of 46 psi (3.23 kg/cm^2) at 5% deflection and shall be capable of 60 percent vertical deflection in parallel plate loading without splitting or cracking when tested in accordance with ASTM D 2412.

The second sentence of **Subsection 617.02(a)(2), Materials for Steel Posts,** is hereby deleted and the following is substituted therefor:

(2) Steel Posts. The steel shall comply with ASTM A709, Grade 36 (250).

Subsection 617.02(b)(3), Materials for Terminal Anchor Posts, is hereby deleted and the following is substituted therefor:

(3) The steel anchor posts shall consist of structural shapes of the section shown on the plans, or as otherwise specified, and shall comply with ASTM A709, Grade 36 (250). The upper 15” (380 mm) of the anchor assembly shall be galvanized according to AASHTO M 111.

The third sentence of the third paragraph **Subsection 618.02(a), Posts for Guard Cable,** is hereby deleted and the following is substituted therefor:

The steel shall comply with ASTM A709, Grade 36 (250).

Subsection 618.02(d), Materials for Bolts, Nuts, and Washers, is hereby deleted and the following is substituted therefor:

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

INCIDENTAL CONSTRUCTION

(d) Bolts, Nuts, and Washers. Bolts, nuts, and washers shall conform to the plans and shall be steel complying with ASTM A 307, ASTM F3125, Grade A325, Heavy Hex, Type 1, or ASTM A449 (Heavy Hex), galvanized according to AASHTO M 232. Threads on bolts and nuts shall conform to Unified Coarse Thread Series Class 2A, ANSI B 1.1 (Metric Coarse Thread Series, ANSI B 1.13M, 6g tolerance).

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

LANE CLOSURE NOTIFICATION

Division 600 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 603, Maintenance of Traffic and Temporary Structures, is hereby modified as follows:

The first sentence of the third paragraph **Subsection 603.02 (d)** is hereby deleted and the following substituted therefor:

The Contractor shall provide the Engineer with a minimum of five full business days advance, written notification of any nonemergency lane closure or lane width restriction. The first full business day shall commence at midnight on the first business day following written notification to the Engineer. This advanced notification is required to allow adequate notice for the issuance of over width load permits by the Department.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

Section 604 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is inserted after the first paragraph of Subsection 604.02(b):

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall comply with section 728.

Retroreflective sheeting shall be applied to a properly treated substrate with mechanical equipment and in a manner specified by the sheeting manufacturer. Sign material (substrate) shall be of sufficient thickness and stability to maintain a substantial, effective sign for the duration of the project. One splice will be allowed in retroreflective sheeting on sign blanks. "Left", "Right", "Distances", and "Ahead" will be allowed on signs as inserts. All letters and numerals on inserts shall be of the same size and series as those on the sign face.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

Section 604 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first paragraph of **Subsection 604.02 Materials (a) General** is hereby deleted and the following substituted therefor:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators, manufactured after December 31, 2019, shall comply with the requirements of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before December 31, 2019, and successfully tested to the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives. The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of MASH, or in the case that the device was manufactured on or before December 31, 2019, the certification shall state the device meets the requirements of NCHRP 350 or MASH. The certification shall include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter which is available at:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
Mulch Cover

Section 620 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection **620.02 Materials (d)** is hereby deleted and the following substituted therefore:

(d) Mulch cover. Shall be a mulch cover system as listed on the Department's Qualified Products List (QPL) or shall consist of straw from threshed rice, oats, wheat, barley, or rye; of wood excelsior; or of hay obtained from various legumes or grasses, such as lespedeza, clover, vetch, soybeans, bermuda, carpet sedge, bahia, fescue, or other legumes or grasses; or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds, and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.

The following is inserted after Subsection **620.03 Construction Requirements (c) Seeding (3) Hydro-seeding**:

(4) Mulch Cover. If a mulch cover system listed on the Department's Qualified Products List (QPL) is used then the mulch cover and the seed may be incorporated into one operation.

Subsection **620.03 Construction Requirements (d)** is hereby deleted and the following substituted therefore:

(d) Mulch Cover. If a Mulch Cover system listed on the Department's Qualified Products List (QPL) is used then refer to the application rate listed in the QPL otherwise the mulch cover shall be applied at the rate of 4000 pounds per acre (4500 kg/ha). If the mulch cover and seed are not incorporated into one operation then apply the mulch cover immediately after seeding and spread the mulch cover uniformly over the entire area by approved power mulching equipment. When approved by the Engineer, the Contractor may use hand methods to apply mulch cover to small or inaccessible areas. If the Contractor so elects, an approved mulching machine may be used, whereby the application of mulch cover and tackifier may be combined into one operation. If this method is used, no change in application rates will be allowed. In its final position, the anchored mulch shall be loose enough to allow air to circulate, but compact enough to partially shade the ground and reduce the impact of rainfall on the surface of the soil. Care shall be taken to prevent tackifier materials from discoloring or marking structures, pavements, utilities, or other plant growth. Removal of any objectionable discoloration shall be at no cost to the Department.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION

Mulch Cover

The first paragraph of subsection **620.03 Construction Requirements (e)** is hereby deleted and the following substituted therefore:

(e) Mulch Anchoring. If a mulch cover system is selected from the Department's Qualified Products List (QPL) then no additional anchoring is needed. If a mulch cover system is not used then immediately following or during the application of mulch cover on seeded areas, the mulch shall be anchored by one of the following methods.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS

Section 621 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to **Subsection 621.01**:

(p) Filter Socks. This item shall consist of furnishing, installing, maintaining, and removing filter socks at locations indicated on the plans or as otherwise directed by the Engineer. Filter socks consist of filter media (compost or non-treated wood) encased in a three-dimensional fabric tube for the purposes of filtering silt, sediment, and other pollutants out of stormwater.

The following is added to **Subsection 621.02**:

(o) Compost or non-treated wood used for filter sock filter media shall be weed, disease, and pathogen free and derived from a clean source of woody organic matter. The media shall be free of any refuse, contaminates, or other materials toxic to plant growth. Test methods for the parameters shown in Table 621-2 should follow the recommendations provided in the AASHTO Standard Practice for Compost for Erosion and Sediment Control (R 51). Compost products must be supplied with a Seal of Testing Assurance (STA) by the U.S. Composting Council from the manufacturer. The Engineer may request a sample for approval prior to being used and materials must comply with all local, state, and federal regulations.

Table 621-2
Filter Sock Media Parameters

Parameters	Reported as (units of measure)	Test Method	Required Value
pH	pH Units	AASHTO R 51	5.0-8.5
Moisture Content	%, wet weight basis	AASHTO R 51	<60%
Organic Matter Content	%, dry weight basis	AASHTO R 51	>30%
Particle Size	% passing a selected mesh size, dry weight basis	AASHTO R 51	99% passing a 2” sieve <40% passing a 3/8” sieve
Physical Contaminates (man-made inert material)	%, dry weight basis	N/A	<1%

Filter sock containment shall be produced from 5-mil-thick continuous high density polyethylene (HDPE) filament or multi-filament polypropylene (MFPP), woven or knitted into a tubular mesh netting. Openings in the mesh shall range from $1/8^{th}$ to $3/8^{th}$ inch. This tube shall then be filled to the specified diameter of the sock with filter media which meets the specifications outlined in Table 621-2. Filter sock fabric shall have a minimum functional longevity of 9 months.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

FILTER SOCKS

Furnish filter socks with a diameter of 8-9, 12, 18, or 24 inches in diameter in variable lengths as directed by the Engineer.

Use 2" by 2" hardwood stakes of a length which will allow them to be driven at least one foot into the soil while leaving at least 3" projecting above the sock after installation. In rocky or other difficult locations steel stakes may be used if directed by the Engineer. Sandbags may be used as necessary to anchor the filter sock for installation on paved surfaces. Placement shall be as directed by the Engineer.

The following is added to **Subsection 621.03**:

(q) Trenching of filter socks is not required but woody vegetation shall be cut at ground level or otherwise removed, and uneven or rocky surfaces shall be graded or raked to ensure the socks uniformly contact the ground. The socks shall be secured with stakes driven through the center of the devices or installed as recommended by the manufacturer. For perimeter control or on slopes, stakes shall be installed on a maximum of 10 foot centers and the ends of the socks shall be directed upslope to prevent storm water from running around the end of the sock. For ditch checks and drop inlets, stakes shall be installed on a maximum of 4 foot centers. Additional stakes may be necessary as directed by the Engineer. Filter socks may be laid end to end or overlapped according to the manufacturer's directions.

Routinely maintain the socks in good condition (including staking, anchoring, etc.) Accumulated sediment shall be removed when the sediment reaches one-half the height of the sock or as directed by the Engineer. Sediment removed shall be deposited and stabilized as described in Section 110 of the Standard Specifications for Highway Construction, Edition of 2014. Repair of or complete replacement of torn or damaged socks shall be performed as required or as directed by the Engineer. Filter socks shall be carefully removed and replaced as required to facilitate construction operations.

When the required work has been completed, the area has been stabilized, and the filter socks are no longer required as approved by the Engineer, the containment material shall be cut and the core material shall be evenly distributed on the surrounding ground area. Containment shall be removed and disposed of.

The following is added to **Subsection 621.04**:

(q) Filter Socks will be measured by the linear foot (meter) complete in place; measurement will be made along the centerline of the top of the filter sock. No payment will be made for overlap. No payment will be made for additional length beyond that approved by the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

FILTER SOCKS

The following is added to **Subsection 621.05:**

(q) Filter Socks completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot (meter) for Filter Socks, which price shall be full compensation for furnishing all materials; for installation and maintenance of filter socks; for temporarily removing and replacing filter socks as required to facilitate construction operation; for removal and disposal of the filter socks as directed; and for all labor, equipment, tools, and incidentals necessary to complete the work.

The following is added as the last Pay Item in **Subsection 621.05**:

Pay Item	**Pay Unit**
Filter Sock (___")	Linear Foot (Meter)

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE WALKS, CONCRETE STEPS, AND HAND RAILING

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 633, Concrete Walks, Concrete Steps, and Hand Railing, is hereby modified as follows:

Subsection 633.02(E) Expansion Joints is hereby deleted and the following substituted therefor:

> A space not less than ½" (12mm) wide shall be left between the sidewalks and adjacent structures. This space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project. No space or joint filler is required between the sides of the walks and adjacent curbs.
>
> Transverse expansion joints shall be placed at a maximum interval of 45' (13.7m). Transverse joints shall be constructed using approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CURBING

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 634, Curbing, is hereby modified as follows:

The last paragraph **of Subsection 634.02 Materials** is hereby deleted and the following substituted therefor:

> Material for the joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

MAILBOXES

Section 637 of the Standard Specification for Highway Construction, Edition 2014, is hereby amended as follows:

The first paragraph of **Subsection 637.02** is hereby deleted and the following substituted therefor:

> The mailbox post shall be either metal or southern yellow pine and shall be the size shown on the plans. Wood posts shall be pressure treated using only preservatives that are registered with the US EPA under FIFRA. Preservatives and treatments shall meet the requirements of AASHTO M-133 or American Wood Protection Association (AWPA) Standard UI, Commodity Specification A for Posts (sawn 4 sides), Commodity Specification B for Posts (round, ½ and ¼ round); UC4A for Ground Contact General Use or UC4B Ground Contact Heavy Duty. Metal posts shall be either galvanized or painted.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

GENERAL REQUIREMENTS FOR SIGNS

Section 723 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 723.02(b) is hereby deleted and the following is substituted therefor:

(b) Sign Panels. Standard signs shall consist of a single sheet of aluminum alloy (ASTM B 209, Alloy 5052 H38) without stiffeners on the back. Minimum sign blank thickness shall be 0.080" (2.0 mm) for a sign size of 9 square feet (0.84 sq m) or less or 0.100" (2.5 mm) for a sign size greater than 9 square feet (0.84 sq m). Sign blanks shall be flat and straight and within commercial tolerances established by the aluminum industry.

Guide signs shall be fabricated using one piece extruded panels fabricated of aluminum alloy (ASTM B221, Alloy 6063 T6).

Extruded panel signs shall consist of sign panels; stringers or horizontal supporting members; necessary fasteners for assembling the units; reflective materials; letters; numerals; symbols; and border. All extrusions and fasteners shall be applied without causing objectionable projections on the sign face.

The one piece extruded aluminum panels shall be a minimum of 12" (300 mm) in width except one 6" (150 mm) panel may be used per sign face when necessary to construct the sign as shown on the plans.

All extruded panels shall be bolted together at every other hole (every 24" [610 mm]) with the faces and ends in alignment.

Single sheet and extruded panels to which reflective sheeting is to be applied shall be conversion coated as specified in ASTM B449 or ASTM B921 per the sheeting manufacturer's recommendations.

All fabrication, including cutting and punching of holes, excluding holes for demountable letters, numerals, symbols, and borders, shall be completed before conversion coating.

Sign panels shall be free of buckles, warp, dents, cockles, burrs, and defects resulting from fabrication. The surface of all sign panels shall be flat.

The Contractor shall submit a Certified Test Report to the Engineer covering the sign panels.

The first paragraph of **Subsection 723.02(c)** is hereby deleted and the following is substituted therefor:

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

GENERAL REQUIREMENTS FOR SIGNS

(c) Retroreflective Sheeting. The retroreflective sheeting for signs shall comply with ASTM D4956 for Type III, IV, VIII, or IX retroreflective sheeting, except that Type IX retroreflective sheeting shall be used on all W1-6, W1-8, and OM-3 signs. ASTM D4956 Type XI sheeting shall be used on all R5-1 and R5-1a signs. All retroreflective sheeting shall have either Class 1 or Class 2 backing.

Subsection 723.02(d) is hereby deleted and the following is substituted therefor:

(d) Legend. All legend, which includes letters, numerals, symbols, arrows, and border, shall have a regular outline, be clean cut and sharp, and shall have a continuous stroke and border without ragged or torn edges.

All legend on guide signs shall be of the size shown on the plans. Legend on standard signs shall comply with the latest revision of FHWA Standard Highway Signs.

The legend on freeway main lane guide signs shall be demountable. Unless otherwise specified, the legend on all other guide signs shall be manufactured using either direct application or acrylic overlay film. All other signs shall be manufactured using standard industry processes, including silk screening, acrylic overlay film, and digital printing. Digitally printed signs shall be overlaid with a clear UV film per the sheeting manufacturer's recommendation.

All demountable legend shall be of the same manufacturer. The sign area outside the corner radius shall not be trimmed to match the border radius.

Frames for border strips, corners, shields, and legend shall be fabricated from 0.063" (1.6 mm) sheet aluminum complying with the requirements of ASTM B209, Alloy 5052-H38. Mounting holes shall be provided with the frames to permit the use of screws, bolts, rivets, or other fasteners of stainless steel, galvanized steel, or aluminum to fasten the frames to the sign face, subject to the condition that dissimilar metals shall be insulated to prevent corrosion.

The aluminum frames shall comply with Subsection 723.02(b).

All border material shall be secured from the same company that furnishes the cutout letters, numerals, etc. and shall be mounted in the same manner as the cutout letters.

Transparent colors, inks, paints, and films used in the sign manufacturing process shall be of the type and quality recommended by the manufacturer of the reflective sheeting and shall conform to red, blue, yellow, and green colors approved by the FHWA and shown in the MUTCD and FHWA Standard Highway Signs. The Contractor shall provide a sheeting manufacturer's full component system warranty, and shall provide certification that the materials used shall meet all MUTCD minimum requirements for retroreflectivity and contrast for the warranty period of the sheeting.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CHANNEL POST SIGN SUPPORT

Section 729 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following paragraph is added after the last paragraph of **Subsection 729.02 Materials**:

All posts used on the project, manufactured after December 31, 2019, shall comply with the requirements of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before December 31, 2019, and successfully tested to the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives. The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all posts prior to using the devices on the project. The certification shall state the post meets the requirements of MASH, or in the case that the post was manufactured on or before December 31, 2019, the certification shall state the post meets the requirements of NCHRP 350 or MASH. The certification shall include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter, which is available at:

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
STRUCTURES

Sections 802, 805, 807, 809 and 817 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

The fifth sentence of the ninth paragraph **802.14(b), Permanent Steel Deck Forms,** is hereby deleted and the following is substituted therefor:

(b) However, welding of form supports to flanges of steels other than ASTM A709, Grade 36 (250), 50 (345), or 50W (345W) of a weldable grade, and to those portions of a flange subject to tensile stresses will not be permitted except as provided for in the plans. Welding shall be accomplished by certified welders and according to Subsection 807.26 except that 1/8" (3mm) fillet welds will be permitted.

Subsection 805.03(c) is hereby deleted and the following is substituted therefor:

(c) Unless otherwise specified, steel piles shall consist of structural shapes of the section shown on the plans and shall comply with ASTM A709, Grade 36 (250).

Subsection 807.05, Structural Steel, is hereby deleted and the following substituted therefor:

Unless otherwise specified, structural steel shall conform to the requirements of Structural Steel for Bridges, ASTM A709, except that the Charpy V-Notch Impact test requirements shall apply only to materials designated on the contract drawings as main load carrying member components. When Charpy V-Notch tests are required, the test results shall conform to the requirements specified for Zone 1 minimum service temperature.

Grade 36 (250) shall be furnished unless otherwise specified.

Steel shall be furnished according to the following specifications:

(a) Carbon Steel. Unless otherwise specified, structural carbon steel for bolted or welded construction shall conform to ASTM A709**,** Grade 36 (250). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections may be ASTM A1011, SS, Grade 36 (250), Type 2, Grade 40 (275), Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

(b) High Strength Low-Alloy Structural Steel. High strength low alloy structural steel shall conform to ASTM A709, Grades 50 (345) or 50W (345W). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of painted bridges may be ASTM A 1011, SS, Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of unpainted weathering steel may be ASTM A 606, Type 4.

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(c) High-Yield-Strength, Quenched and Tempered Alloy Steel Plate. High yield strength, quenched and tempered alloy steel plate shall conform to ASTM A514, Grade 100 (690).

Quenched and tempered alloy steel structural shapes and seamless mechanical tubing shall meet all of the mechanical and chemical requirements of ASTM A514, Grade 100 (690), except that the specified maximum tensile strength may be 145,000 psi (1000 MPa) for seamless mechanical tubing.

(d) Structural Steel for Eyebars. Steel for eyebars shall be of a weldable quality conforming to ASTM A709, Grade 36 (250), Grade 50 (345), or Grade 50W (345W).

Subsection 807.06, High Strength Bolts, Nuts, and Washers for Structural Steel Connections, is hereby deleted and the following is substituted therefor:

(a) Specifications. High strength bolts shall be heavy hex and shall conform to the requirements of ASTM F3125, Grade A325, Heavy Hex, except as modified herein. Type 1 bolts shall be provided when used with painted structural steel or when galvanized bolts are specified. Type 3 bolts shall be provided when used with unpainted weathering structural steel. The maximum hardness of high strength bolts shall be 33 Hardness Rockwell C.

Nuts shall be heavy hex and shall conform to the requirements of ASTM A563 or AASHTO M 292. Nuts for plain, uncoated Type 1 bolts shall be Grade 2H, Grade DH or DH3. Nuts for Type 3 bolts shall be Grade DH3. Nuts for galvanized bolts shall be Grade 2H or Grade DH. When galvanized nuts are furnished, the zinc coating, overtapping, lubrication, and proof loading shall be in accordance with ASTM A563.

Washers shall conform to the requirements of ASTM F436. Where necessary, washers may be clipped on one side to a point not closer than 7/8 of the bolt diameter from the center of the washer. Beveled washers shall be used in the flanges of American Standard beams and channels. Weathering steel washers shall be used with Type 3 bolts.

When galvanized bolt assemblies are specified, the bolts, nuts, and washers shall be galvanized according to AASHTO M 232, Class C, or ASTM B695, Class 50. All components in a fastener assembly shall be galvanized by the same process.

Galvanized nuts shall be provided with a lubricant that is clean and dry to the touch. The lubricant shall contain a visible dye so that a visual check can be made for the lubricant at the time of field installation. Plain, uncoated bolts, nuts, and washers must be "oily" to the touch when installed.

(b) Required Tests. High strength fasteners, plain and galvanized, shall be subjected to a rotational capacity test according to ASTM F3125 Annex A2, and shall meet the following requirements:

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1. Go through two times the required number of turns (from snug tight conditions) indicated in Table 807-1, in a Skidmore-Wilhelm Calibrator or equivalent tension measuring device, without stripping or failure.
2. During this test, the maximum recorded tension shall be equal to or greater than 1.15 times the Minimum Bolt Tension as shown in Table 807-3.
3. The measured torque needed to produce the Minimum Bolt Tension shall not exceed the value obtained by the following equation:

$$\text{Torque} = 0.25 * P * D$$

where:
Torque = Maximum Measured Torque
(Foot-pounds [newton meter])
P = Measured Bolt Tension (pounds [kilonewtons])
D = Nominal Diameter (Feet [mm])

Proof load tests according to ASTM F606M (F606) Method 1 are required for the bolts. Wedge tests of full size bolts are required according to Section 10 of ASTM F3125. Galvanized bolts shall be wedge tested after galvanizing. Proof load tests according to ASTM A563 are required for the nuts. The proof load tests for nuts to be used with galvanized bolts shall be performed after galvanizing, overtapping, and lubricating.

The Engineer shall be furnished with a manufacturer's certification for all high strength bolts, nuts, and washers used on the project. This certification shall provide a lot number, shop order number, or other identification such that the heat number from which the items were made can be traced. This identifying number shall also appear on the sealed shipping containers. The certification shall indicate when and where all testing was done, including the rotational capacity tests, and shall include the zinc thickness when galvanized bolts, nuts, and washers are used.

Item (1) of **Subsection 807.26(b), Modification of Structural Welding Code,** is hereby deleted and the following is substituted therefor:

(1) Subparagraph 1.3.4 is modified to include:

Electroslag welding shall not be used as a welding process on bridge structures.

The first paragraph of **Subsection 807.71, High Strength Bolt Connections,** is hereby deleted and the following is substituted therefor:

(a) General. High strength bolts meeting the requirements of ASTM F3125, Grade A325, Heavy Hex, including Annex A2, shall be furnished unless otherwise specified.

Subsection 807.77, Materials (a) Inorganic Zinc-Rich Primer, is hereby deleted and the following is substituted therefor:

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(a) Inorganic Zinc-Rich Primer. The prime coat shall be an inorganic zinc-rich paint complying with the requirements of AASHTO M 300 for Type 1 or Type II.

The paint shall qualify for a Class A classification (slip coefficient of 0.33 or greater) when tested according to "Testing Methods to Determine the Slip Coefficient for Coatings used in Bolted Joints", in Appendix A of *Specification for Structural Joints Using High-Strength Bolts* as published by the Research Council on Structural Connections.

The first paragraph of **Subsection 809.02(b), Armored Joint with Neoprene Strip Seal,** is hereby deleted and the following is substituted therefor:

(b) Armored Joint with Neoprene Strip Seal. The armored joint shall consist of steel extrusions with neoprene strip seal. Steel extrusions shall conform to the requirements of ASTM A709, Grade 50W, or as specified.

Subsection 817.02(b), Steel Items, is hereby deleted and the following is substituted therefor:

(b) Steel Items. Bars, plates, and structural shapes shall be of steel conforming to the requirements of ASTM A709, Grade 36 (250), except that Charpy V-Notch Impact tests are not required.

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SUPPLEMENTAL SPECIFICATION

CONCRETE FOR STRUCTURES

Division 800 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 802.02(a), Cement,** are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 802.02(a), Cement**, are hereby deleted and the following substituted therefor:

The total alkalis in the Portland or blended cement (Na_2O + 0.658 K_2O) shall not exceed 0.60%. The total alkalis in the cementitious material shall not exceed 5 lbs./cu yd (2.4 kg/cu m).

The sixth paragraph of **Subsection 802.02(b), Fine Aggregate,** is hereby deleted.

The sixth paragraph of **Subsection 802.02(c), Coarse Aggregate,** is hereby deleted.

Subsection 802.02(e), Admixtures, is hereby deleted and the following substituted therefor:

(e) Admixtures. Admixtures shall be from sources that are listed on the Department's QPL in Division 500. Admixtures will be reviewed and approved during the mix design submittal. Admixtures shall be compatible with each other, as advised by the manufacturer. The admixture dosage rate range as recommended by the manufacturer shall be used. Should the dosage rate for any admixture not yield desirable characteristics in the concrete, the dosage of admixture used shall be based on test results obtained by trial batches.

Admixtures shall be added to the mixing water by means of a mechanical dispenser that will accurately meter the additive throughout the mix water cycle. The dispenser shall be constructed and connected so that the amount of admixture entering the mixing water can be readily determined.

Subsection 802.05(b), Mix Design by the Contractor, is hereby deleted and the following substituted therefor:

(b) Mix Design by the Contractor. The proportions to be used in the mix for each class shall be determined by the Contractor using the absolute volume method. The Contractor may use the procedure provided in the ACI Standard 211.1 or Portland Cement Association "Design and Control of Concrete Mixtures", modified to comply with the minimum compressive strength and maximum water/cement ratio specified for the class of concrete. A minimum of 15 business days prior to the start of production of the concrete mixture, the Contractor shall submit test results and/or certifications for all materials and detailed mix design data to the Engineer of Materials for review and approval. The ARDOT Concrete Mix Design Submittal form is available for download on the Materials Division website and shall be used. The Department will assign a Mix Design ID, and it shall be included on the delivery ticket.

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CONCRETE FOR STRUCTURES

The Contractor will submit slump ranges during the mix design process. The Engineer of Materials will determine the allowable tolerances for slump during review of the mix design. The mixed concrete shall a have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design.

Acceptance of the mix design by the Engineer will be based on apparent conformity to the requirements shown in Table 802-1 and listed herein. If the mix design fails to produce acceptable results or if there is a change in the aggregates, fly ash, or cement being used, a new mix design will be required. It shall remain the Contractor's responsibility during production to produce concrete conforming to the mix design and the minimum acceptance criteria specified. When requested by the Engineer, the Contractor shall submit samples of all materials for verification testing. Production shall not begin until the mix design is accepted by the Engineer.

A mix design submitted for acceptance need not be prepared specifically for this project but may be a previously accepted design that uses the same materials and meets the same design criteria.

Mix designs accepted under this section will become the property of the Department and may be accepted for use on other projects, by other contractors, or by the Department.

In **Table 802-1,** Slump Range for all classes of concrete are hereby deleted.

The first paragraph of **Subsection 802.05(d), Fly Ash,** is hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced, in all classes of concrete except Class B. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. The water/cement ratio shall be calculated using the total weight of both cement and fly ash. Fly ash in Class B concrete shall meet the requirements specified in Subsection 802.05(c) and listed herein. Mixtures with fly ash shall meet the same requirements as mixtures without fly ash. Fly ash will not be allowed as a substitute in high early strength mixes. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

REINFORCING STEEL FOR STRUCTURES

Section 804 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 804.02 Materials (b) Wire and Wire Fabric is hereby deleted and the following is substituted therefor:

(b) Wire and Welded Wire Reinforcement. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For plain wire, Grade 70 shall be furnished unless otherwise specified.

Welded wire reinforcement, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For welded wire reinforcement, Grade 65 shall be furnished unless otherwise specified. The type of welded wire reinforcement shall be approved by the Engineer.

SP- 2 – CITY OF JONESBORO SPECIAL PROVISIONS

CITY OF JONESBORO

SPECIAL PROVISION

JOB NO. 25782.01

RECYCLED ASPHALT SHINGLES

DESCRIPTION: This specification covers the use of Recycled Asphalt Shingles (RAS) in Asphalt Concrete Hot Mix (ACHM).

MATERIALS: ACHM utilizing RAS shall meet all of the requirements of Sections 404, 409, 410, and 416 and the requirements of Section 405, 406, or 407 for the mixture type specified on the plans. The mix design will follow AASHTO MP 23-14 and AASHTO PP 78-14 except as follows:

(1) A maximum of three (3) percent RAS by total mix weight will be allowed in any mix design. The amount of RAS will be included in the total Recycled Asphalt Pavement (RAP) percentage if RAP is used.

(2) Shingle material shall be processed so that 100 percent passes the 3/8" (9.5 mm) sieve and ninety-five (95) percent passes the No. 4 (4.75 mm) sieve.

(3) Pre-consumer, or manufacturer waste, shingles may be used in mix designs requiring PG 64-22 binder only.

(4) Post-consumer, or tear-off, shingles may be used in mix designs requiring PG 64-22 binder only.

(5) Pre- and post-consumer shingles may not be combined in mix designs.

(6) Tear-off shingles shall be acquired from residential sources only and shall have been produced after 1980. In no case shall a roofing material containing rubber or rubber-like polymer components be used as RAS in asphalt mixes.

(7) When using tear-off shingles, one stockpile test per lot of mix shall be conducted to confirm the binder content and gradation of the RAS product, and the sample shall be representative of the RAS material entering the production process for the lot tested. Binder content and gradation shall be determined using ARDOT 450 or AASHTO T 308. If AASHTO T 308 is used, the sample size shall be 400 grams, and the sample shall be oven dried to a constant mass (at a temperature not exceeding 140°F) prior to testing. Shingle fibers shall be removed from the extracted sample prior to gradation testing.

CITY OF JONESBORO, ARKANSAS

SOUTH CARAWAY ROAD WIDENING

STORM WATER POLLUTION PREVENTION PLAN

National Pollution Discharge Elimination System
General Permit # ARR150000

Prepared for:

CITY OF JONESBORO

Date: June 22, 2026

GENERAL INFORMATION:

A Storm Water Pollution Prevention Plan (SWPPP) has been developed by the ARDOT for this construction project in accordance with good engineering practice. Various items constitute the SWPPP for the project and should be provided for persons requesting to view the SWPPP, including:

a) *The ARDOT Standard Specifications for Highway Construction, 2014 Edition,* (Standard Specifications). The following sections are in reference to water quality or sediment and erosion control: Sections 107, 110, 620, 621, 622, 623, 624, 626, and other sections pertaining to storm water controls.

b) The Construction Plans contain temporary and permanent erosion controls and permanent storm water management measures.

c) Contract documents provide the Contractor and ARDOT with additional specifications. These may include Supplemental Specifications and Special Provisions. Parts of the SWPPP that may be in the Contract include this Special Provision, *Storm Water Pollution Prevention Plan*.

d) Project records including SWPPP inspection reports, the authorized Site Manager daily work report, and various pay quantity documentation, all of which detail the progression of work on the project, when erosion control measures were taken, when the Contractor was given instructions to install or maintain the erosion and sediment control (E&SC) items, and the timing and details of E&SC installation. The Contractor identification form and the Inspector identification form are included as part of the project records.

e) Construction site posting.
   i. For large construction sites (all sites five acres or above) – The first page of the *e-Portal* DEQ Notice of Intent (NOI) submission, if ten business days have passed since the NOI was deemed complete, to be replaced by the completed Arkansas Division of Environmental Quality (DEQ) Authorization Letter to Discharge Storm Water when it is sent by DEQ.
   ii. For small construction sites under five acres (automatic coverage sites) - the completed DEQ Notice of Coverage for small sites from the DEQ website.

PROJECT NAME AND LOCATION:

Job 25782.01 – SOUTH CARAWAY ROAD WIDENING

CITY OF JONESBORO, ARKANSAS

SOUTH CARAWAY ROAD WIDENING

STORM WATER POLLUTION PREVENTION PLAN

OPERATOR NAME AND ADDRESS:
City of Jonesboro, AR

Name of City Engineer Craig Light

Address of Engineering Department
300 S Church St.

Jonesboro, AR 72401

Name of City Engineer (Contact Person) Craig Light

Contact Number (870) 932-2438

A. Site Description

1) Pre-construction Topographic view: Refer to the plan and profile sheets for topographic and waterbody information.

2) Project Description and Intended Use after Notice of Termination (NOT) is filed:
This project includes widening existing road to three-lanes or five-lanes with curb and gutter on South Caraway Rd.

3) Sequence of Activities:

The sequence of Major Soil Disturbing Activities is shown below. **Be aware that the sequence below is provided as a general course of action for the progression of construction activities. Actual sequence of construction will be determined by the Contractor's schedule and field conditions.**

a. Clearing and Grubbing in the Construction Area
b. Grading of roadbed and side ditches.
c. Constructing new asphalt roadway structure.
d. Constructing Portland Cement Concrete Pavement Driveways.
e. Obliterating existing South Caraway Rd.

4) Total Acres Available: 13.76 Total Disturbed Area: 4.56

(*Note: Any off-site borrow or waste areas are operated by the Contractor, who is responsible for obtaining any required NPDES permits for the sites. The "total acres available" and "total disturbed areas" shown here do not include areas covered under permits obtained by another operator. The Contractor is also responsible for meeting local regulations regarding these sites, including those of a Qualifying Local Program).

CITY OF JONESBORO, ARKANSAS

SOUTH CARAWAY ROAD WIDENING

STORM WATER POLLUTION PREVENTION PLAN

5) Existing Site Information:

a. Runoff Coefficient Based on Attachment C:
Before construction starts, the site has a runoff coefficient of 0.65
After construction is completed, the site will have a runoff coefficient of 0.79

b. Soil Information Falaya, Calloway, and Calhoun Silt Loam

B. Responsible Parties-General Contractors, Inspectors, etc:

Refer to Contractor identification form in Section S and the Inspector identification form in Section T. This information will be completed after the Pre-construction conference.

C. Receiving Waters: (Permit Pg. 3 of Part II)

1) Location of Surface Water on Construction Site:

The following surface waters are located on the construction site. List them by name with Station Numbers.

a. Unnamed Stream STA. 29+39
b. Higginbottom Creek STA. 57+95
c.

2) The following bodies of water receive runoff from the construction site:

Name of Operator of Municipal Storm Sewer and/or Receiving Stream: Unnamed Stream, Higginbottom Creek

Narrative Description of Nearest Water: Unnamed Stream thence to Higginbottom Creek thence to Ditch No. 1

Name of Ultimate Receiving Water: Saint Francis River

Waterbodies that would require the fifty (50) foot buffer zone are Extraordinary Resource Waters (ERW), Ecologically Sensitive Waterbodies (ESW), Natural and Scenic Waterways (NSW), waterbodies with approved TMDLs, waterbodies on the 303(d) list, and/or other uses at the discretion of the Director of DEQ.

Above categorized waterbodies, if any on project, list both waterbody and qualifier:
N/A

D. TMDL and 303(d) list can be found at:
(https://www.adeq.state.ar.us/water/planning/integrated/tmdl/)

1) 303(d) Listed Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

CITY OF JONESBORO, ARKANSAS

SOUTH CARAWAY ROAD WIDENING

STORM WATER POLLUTION PREVENTION PLAN

Statement 1:

__X__ Storm water discharges from this site do not enter a waterbody on the list of waters impaired for turbidity or other pollutant which could be impacted by roadway construction on the 303(d) list.

Statement 2:

_____ Storm water discharges from this construction site enter a waterbody on the list of impaired waterbodies (303d list) for turbidity and/or other pollutant. The SWPPP has been developed with BMPs which are designed to minimize the discharge of these pollutants to the maximum extent practicable. Condition of sediment control BMPs will be monitored during regular inspections to ensure this goal is met.

2) TMDL Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

Statement 1:

__X__ Storm water discharges from this site do not enter a waterbody with an approved TMDL for turbidity or other pollutant which could be impacted by roadway construction.

Statement 2:

_____ Storm water discharges from this construction site enter a waterbody with an established TMDL allocation for turbidity and/or other pollutant. A TMDL has been written for the waterbody that is applicable to the construction project. The following information documents the construction projects compliance with the TMDL:

1.) List TMDL assumptions and allocations: _____

_____

2.) List measures taken to ensure that the discharge of pollutants from the site is consistent with the assumptions and allocations of the TMDL. _____

_____

E. Discharges to ERW, NSW, or ESW:

Statement 1:

__X__ The construction site is not located within a watershed of an ERW, ESW, or NSW.

Statement 2:

_____ The construction site is located within a watershed of an ERW, ESW, or NSW. Additional BMPs have been considered for implementation in these areas.

CITY OF JONESBORO, ARKANSAS

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STORM WATER POLLUTION PREVENTION PLAN

F. Watershed of Potential Losing Stream and/or Sensitive Aquatic Species:

Statement 1:

X The construction site is not located within a watershed of a potential losing stream and or sensitive aquatic species.

Statement 2:

The construction site is located within a watershed of a potential losing stream and or sensitive aquatic species. Additional BMPs have been considered for implementation in these areas.

G. Attainment of Water Quality Standards after Authorization: (Permit Pg. 4 of Part II)

BMPs have been selected and will be installed and maintained at the construction site to minimize the discharge of pollutants as necessary to meet applicable water quality standards.

H. Site Map: See Attachment A for items to be included. All of these items should be marked on the job plans maintained for the SWPPP.

I. Storm Water Controls

1. Initial Site Stabilization, Erosion, & Sediment Controls: (Permit Pg. 5 of Part II)

Complete descriptions and specifications for control measures may be found in the ARDOT's Standard Specifications for Highway Construction, Supplemental Specifications, Special Provisions, Construction Contract, and Construction Plans. **All controls are designed and installed with the primary goal of retaining sediment on site to the maximum extent practicable**.

Insert a description below of the construction activities that are a part of the initial site disturbance and stabilization, along with the appropriate controls measures and time of installation for that activity. This information should be provided by the Contractor at the Pre-construction meeting.

Be aware that the list is general. Actual timing of erosion control installations will be determined daily based upon the construction activity occurring and actual field conditions.
(Construction Activity/Control/Timing)

1) Clearing and Grubbing
Silt fences as shown on plans precede any soil disturbing activities/ongoing inspection And maintenance.
2) Roadway subgrade, Ditches, and Cross Drainage Structure
Silt fences, ditch checks, and sediment basins as shown on plans precede any soil disturbing activities/ongoing inspection and maintenance.

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SOUTH CARAWAY ROAD WIDENING

STORM WATER POLLUTION PREVENTION PLAN

3) Obliteration of existing South Caraway Rd.
Silt fences as shown on plans precede any soil disturbing activities/ongoing inspection and maintenance.

2. Stabilization Practices: (Permit Pg. 6 of Part II)

List of Stabilization Practices to be utilized and scheduling of implementation for that practice:

X Dust control - wet down dusty areas as needed/ongoing

_____ Erosion control matting - _____

x Geotextiles - As shown on the plans/ongoing

X Limiting disturbed area - will be limited by Engineer as discussed in Subsection 110.05(d) of Standard Specifications/ongoing

x Mulches - Immediately after seeding

_____ Mulch control netting - _____

X Off-site tracking controls (Either stabilized exits and/or wheel washing)*

X Preserving existing vegetation - as shown on the job plans/ongoing

X Sod stabilization - As shown on the plans/ongoing

X Temporary and permanent seeding - will be initiated within 14 days of temporarily ceasing construction activity on a portion of the site or immediately initiated where construction activities have permanently ceased.

X Natural buffer zone – (Will be established along waterbodies with at least 25 feet for any unnamed streams, creeks, rivers, lakes, or other waterbodies and at least 50 feet for an established TMDL waterbody, streams listed on the 303d list, an ERW, ESW, NSW, and any others at the discretion of the Director of DEQ.

If encroachment is necessary within these required buffer zones, briefly describe the reason why.)

_____

_____

When encroachment occurs, additional measures will be taken to protect the waterbody, and the contractor will be required to stabilize the disturbed area within the buffer zone within 5 business days of completion of work.

X Slope Tracking - Ongoing/if needed

_____ Other - _____

*Stabilized exits will use either suitable sized rock as directed by the Engineer or manufactured devices designed to minimize the amount of soil being tracked off-site.

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3. Structural Practices: (Permit Pg. 7 of Part II)

List of Structural Practices to be utilized and scheduling of implementation for that practice:

_____ Sediment basins* (to be utilized whenever 10 or more acres drain from common drainage locations on the site based upon 3600 cubic feet per acre or sized based on the runoff volume of a 10 year, 24 hours storm, unless not attainable. If not attainable, briefly describe reason(s) that a basin was not used) _____

_____

X Curb & gutter - As shown on plans/ongoing

X Ditch checks** - As shown on plans/ongoing

_____ Diversion ditches - _____

_____ Drainage swales - _____

X Drop inlet silt fences - As shown on plans/ongoing

_____ Erosion Control Matting - _____

_____ Gabions - _____

X Inlet & outlet protection - As directed by the Engineer

X Silt fences - As shown on plans/ongoing

_____ Slope drains - _____

X Storm sewer - As shown on plans/ongoing

_____ Retaining walls - _____

X Temporary Silt Dikes - As shown on plans/ongoing

_____ Wattles/Sediment Logs - _____

X Filter Socks - As shown on plans/ongoing

_____ Other - _____

*Sediment will be removed from basins when design capacity is reduced by 50%. In addition, when a sediment basin is utilized per permit requirements, the procedures for the removal of a sediment basin can be found in the Standard Specifications Subsection 621.03.
**Hay/Straw bales will not be used in areas of concentrated flow.

J. Other Controls: In addition to erosion control and storm water management, our plan will include measures to properly manage solid wastes, hazardous wastes, dust generation, and

all other activities that will generate wastes during the construction phase. (Permit Pg. 8 of Part II)

1) Solid material control, debris, and wastes:

   All solid materials discharged to waters of the United States shall be in accordance with Section 110 of the Standard Specifications, the applicable Section 404 Special Provisions in the Job Contract, the plans, and as authorized by a USA Corps of Engineers Section 404 Permit. Litter and construction debris will be prevented from becoming a pollutant source for storm water discharges. Any debris which inadvertently enters a water of the state will be removed daily.

2) Offsite vehicle tracking:

   Each vehicle exit from the construction site must either be stabilized or use wheel washing to prevent the tracking of material onto the public roadway. (If sediment escapes the construction site through tracking, it will be removed by sweeping frequently enough to minimize off-site impacts to waterbodies.)

3) Temporary sanitary facilities:

   Facilities will be provided and properly maintained by the Contractor in accordance with Subsection 107.06 of the Standard Specifications.

4) Concrete waste area:

   Designated concrete washout waste area(s) will be established and utilized to prevent liquid concrete waste from being discharged to a water of the state.

5) Fuel storage, hazardous materials, and truck washing areas:

   The following is a list of materials which could be potential sources of pollution in storm water runoff: asphalt materials, concrete, cement, concrete wash water, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, concrete additives, and sewage. Handling of the above materials or other potential pollutants shall be in accordance with Subsection 110.06, Pollutants, of the Standard Specifications.

K. Non-Storm Water Discharges: (Permit Pg. 12 of Part I)

List of Anticipated Allowable Non-Storm Water Discharges*:

1) Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.J.2
2) Uncontaminated landscape Irrigation
3) Uncontaminated pavement wash waters where spills or leaks of toxic or hazardous material have not occurred (unless all spilled material have been removed) and where detergents or other chemicals are not used.

CITY OF JONESBORO, ARKANSAS

SOUTH CARAWAY ROAD WIDENING

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4) Uncontaminated springs, excavation dewatering, and groundwater (Part I.B.13.C). If dewatering is necessary and turbidity exists, the discharge will be managed with appropriate devices such as a sediment bag or basin prior to discharge.

*Other Allowable Non-Storm Water Discharges are listed in the Permit Part I.B.10, but there is no reasonable anticipation of these discharges at this time.

L. Post-Construction Storm Water Management: (Permit Pg. 8 of Part II)

Permanent Storm Water Management - List of devices to be utilized for storm water infiltration and management:

X	Channel linings		Concrete ditch paving
X	Culverts	X	Curb and gutter
	Detention basins	X	Drop inlets
X	Dumped riprap		Floodgates
	Gabions		Grassed swale
X	Inlet & outlet protection	X	Permanent seeding
	Retention pond	X	Riprap
X	Solid sodding	X	Storm sewer
	Topsoil replacement		Underdrains
	Velocity dissipators		Wetland creation
	Other-list _____		

Velocity dissipation devices:

	Concrete spillways		Grouted riprap
X	Permanent seeding & mulch		Underdrains
X	Solid sodding		Concrete ditch paving
X	Dumped riprap		Detention basins
	Velocity dissipators		Wetland infiltration
	Other-list _____		

M. State or Local Programs: (Permit Pg. 8 of Part II)

The Arkansas State Highway Commission and the Arkansas Department of Transportation have the exclusive authority over the state highway system (See Ark. Code Ann. § 27-67-101, et al), therefore no local agencies would have authority or jurisdiction over the lands owned, controlled, and maintained by the ARDOT. The ARDOT will make every effort to address any concerns of local entities concerning storm water discharges from the state highway right of way.

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STORM WATER POLLUTION PREVENTION PLAN

This authority does not extend to the Contractor's off-site operations. The Contractor is responsible for complying with all State and Local Programs in accordance with Subsection 107.01 of the Standard Specifications.

N. Inspections: (Permit Pg. 8-9 of Part II)

Inspections will be conducted by a qualified inspector at the following frequency:

__X__ Every 7 days or

_____ Every 14 Days and within 24 hours after a ¼ inch or greater rainfall event.

A report of the inspection will summarize the scope of the inspection, the name of the inspector, the date of inspection, and any damages observed and repairs made to any control measure. Completed inspection forms will be kept with the SWPPP.

The following are the minimum inspection, maintenance, and reporting practices that will be used to maintain erosion and sediment controls at the construction site:

1. Inspection form (Attachment B).
2. All erosion and sediment control measures will be maintained in good working order. If repair is necessary, it will be completed **within three (3) business days of discovery**.
3. All controls will be inspected to ensure that they meet the manufacturer's specifications.
4. Controls will be replaced or modified if periodic inspections reveal the device is not performing as intended.
5. Approximate times of beginning and duration of storm events.
6. Sediment basins and sediment traps will be cleaned out when they reach 50% of the original capacity.
7. A description of any discharges during inspections.
8. Inspections are not required if snow cover exists over the entire site for an extended period of time. If there is any runoff from the site at any time during snow cover, melting conditions would be considered to be existent at the site then inspections would need to be resumed.
9. All site entrances and exits will be checked to ensure no off-site tracking.
10. All components of the SWPPP and inspection reports will be maintained for a minimum of 3 years after permit termination.
11. In addition to inspection, records will be kept of the following:
    a. Dates when major grading activities occur,
    b. Dates when construction activities cease in an area, temporarily or permanently,
    c. Dates when an area is stabilized, temporarily or permanently.

O. Maintenance: All erosion and sediment control measures will be maintained in good working order. If a repair is necessary, it will be completed **within three (3) business days of discovery**. (Permit Pg. 10 of Part II)

However, if conditions do not permit large equipment to be used, a longer time frame is allowed if the condition is thoroughly documented on the inspection form as stated in the Permit Part II.A.4.O.

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SOUTH CARAWAY ROAD WIDENING

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P. Adverse Weather Conditions: Adverse conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make inspections impractical, such as extended frozen conditions. When adverse weather conditions prevent the inspection of the site, an inspection should be completed as soon as safe and feasible. If adverse weather conditions prevent compliance with the permit, documentation of the beginning and ending date of adverse weather condition should be included. **This information will be documented in the Site Manager Program job records.**

Q. Endangered Species: Endangered species clearance is obtained during the National Environmental Policy Act (NEPA) process for all ARDOT projects and is conducted in accordance with Section 7 of the Endangered Species Act. Further information about this process can be obtained by contacting the ARDOT Environmental Division at (501) 569-2595, or the U.S. Fish and Wildlife Service at (501) 513-4489.

R. Employee Training: ARDOT employees who perform inspections have received formal training in NPDES Storm Water requirements and SWPPP implementation. Training records will be available electronically or will be maintained with the SWPPP after the project commences.

CITY OF JONESBORO, ARKANSAS

SOUTH CARAWAY ROAD WIDENING

STORM WATER POLLUTION PREVENTION PLAN

S. Contractors: (Permit Pg. 3 of Part II)

All contractors should be identified in the plan. (a page should be included for each subcontractor).

THE CERTIFICATION BELOW SHALL BE COMPLETED AND INCLUDED IN EACH SUBCONTRACT. Copies of these certifications must be inserted at this location.

The Contractor/Subcontractor indicated below shall have responsibility for implementation of the pay items as listed below.

Item	Item

All Contractors operating on the site shall have the responsibility for compliance with Section 110 of the Standard Specifications for their operations, including, but not limited to: Good housekeeping practices, spill prevention, spill reporting and clean-up, and product specific practices such as limiting the discharge of concrete waste water to areas specified in the SWPPP.

Contractor Printed Name: _____

Signature: _____ Title: _____

Company Name: _____ Date: _____

Company Address: _____

Telephone Number: _____ ARDOT Job: _____

CITY OF JONESBORO, ARKANSAS

SOUTH CARAWAY ROAD WIDENING

STORM WATER POLLUTION PREVENTION PLAN

T. Inspectors: (Permit Pg. 3 of Part II)

Site inspectors should be identified in the plan.

ARDOT inspectors performing the erosion and sediment control inspection must complete the information below.

Printed Name of ARDOT Inspector	Signature	Contact Number	Date

CITY OF JONESBORO, ARKANSAS

SOUTH CARAWAY ROAD WIDENING

STORM WATER POLLUTION PREVENTION PLAN

U. Plan Certification: (Permit Pg. 10 of Part II) (To be completed by a duly authorized representative or the cognizant official.)

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Note: For this permit only, "this document" refers to the Storm Water Pollution Prevention Plan, "attachments" refers to the site map and inspection forms, and "system" is referencing the project site.

Printed Name: Neal Taegtmeyer

Printed Title: Transportation Engineer

Signature: 

Date: 6/22/2026

CITY OF JONESBORO

SPECIAL PROVISION

JOB NO. 25782.01

WARM MIX ASPHALT

DESCRIPTION: The Department will allow the use of Warm Mix Asphalt (WMA). All provisions for the production and placement of conventional HMA mixtures as stipulated in Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition 2014, are applicable except as noted below.

Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 410.03: Replace the third sentence with "WMA production temperatures at the plant shall be according to the Contractor's approved mix design but may be adjusted based on recommendations of the WMA additive/process manufacturer."

Add the following paragraph: "Implementation of best management practices in the control of aggregate moisture content prior to introduction to the drying or mixing drum is highly recommended in order to achieve the maximum benefit of WMA technology."

Section 410.07: Replace the last sentence of the first paragraph with "Spreading and finishing temperatures shall be according to the Contractor's approved mix design, but in no case shall the WMA be placed at a temperature less than 220° F."

Budgeted Amount $0.00

Opened by P Cook
Tabulated by T Cooper

Bid #: 2026:20
Date: 07/15/26

DIVISIONS/DEPARTEMENT: Engineering

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

Item	Quan	Description	Meadows Contractors Unit	Meadows Contractors Amount	RL Persons Construction Unit	RL Persons Construction Amount	Robertson Contractors Unit	Robertson Contractors Amount	White River Materials Unit	White River Materials Amount				
1	1746	202 Removal and Disposal of Curb and Gutter - Lin.Ft.	$ 8.00	$ 13,968.00	$ 34.75	$ 60,673.50	$ 17.70	$ 30,904.20	$ 9.23	$ 16,115.58	$ -	$ -	$ -	$ -
2	51	202 Removal and Disposal of Fence - Lin.Ft.	$ 10.00	$ 510.00	$ 27.75	$ 1,415.25	$ 23.90	$ 1,218.90	$ 27.75	$ 1,415.25	$ -	$ -	$ -	$ -
3	1489	202 Removal and Disposal of Concrete Driveways - Sq.Yd.	$ 22.00	$ 32,758.00	$ 36.00	$ 53,604.00	$ 22.00	$ 32,758.00	$ 20.53	$ 30,569.17	$ -	$ -	$ -	$ -
4	2	202 Removal and Disposal of Junction Boxes - Each	$ 1,550.00	$ 3,100.00	$ 2,100.00	$ 4,200.00	$ 1,500.00	$ 3,000.00	$ 3,389.62	$ 6,779.24	$ -	$ -	$ -	$ -
5	7	202 Removal and Disposal of Drop Inlets - Each	$ 1,800.00	$ 12,600.00	$ 1,415.00	$ 9,905.00	$ 1,800.00	$ 12,600.00	$ 2,082.27	$ 14,575.89	$ -	$ -	$ -	$ -
6	31	202 Removal and Disposal of Pipe Culverts - Each	$ 1,200.00	$ 37,200.00	$ 1,435.00	$ 44,485.00	$ 1,050.00	$ 32,550.00	$ 1,139.28	$ 35,317.68	$ -	$ -	$ -	$ -
7	356	202 Removal and Disposal of Guardrail - Lin.Ft.	$ 10.00	$ 3,560.00	$ 31.25	$ 11,125.00	$ 8.75	$ 3,115.00	$ 12.78	$ 4,549.68	$ -	$ -	$ -	$ -
8	1	202 Removal and Disposal of Signs - Each	$ 500.00	$ 500.00	$ 1,345.00	$ 1,345.00	$ 500.00	$ 500.00	$ 701.90	$ 701.90	$ -	$ -	$ -	$ -
9	95	206 Flowable Select Material - Cu.Yd.	$ 280.00	$ 26,600.00	$ 335.00	$ 31,825.00	$ 260.00	$ 24,700.00	$ 323.72	$ 30,753.40	$ -	$ -	$ -	$ -
10	2822	SS & 210 Unclassified Excavation - Cu.Yd.	$ 32.00	$ 90,304.00	$ 26.50	$ 74,783.00	$ 25.00	$ 70,550.00	$ 73.82	$ 208,320.04	$ -	$ -	$ -	$ -
11	12390	210 Compacted Embankment - Cu.Yd.	$ 35.00	$ 433,650.00	$ 30.50	$ 377,895.00	$ 43.70	$ 541,443.00	$ 63.21	$ 783,171.90	$ -	$ -	$ -	$ -
12	4484	SS & 303 Aggregate Base Course (Class 7) - Ton	$ 39.00	$ 174,876.00	$ 41.75	$ 187,207.00	$ 50.00	$ 224,200.00	$ 51.80	$ 232,271.20	$ -	$ -	$ -	$ -
13	3832	SS & 401 Tack Coat - Gal.	$ 4.00	$ 15,328.00	$ 6.25	$ 23,950.00	$ 5.00	$ 19,160.00	$ 5.00	$ 19,160.00	$ -	$ -	$ -	$ -
14	2296	SP, SS, & 406 ACHM Binder Course (PG70-22)(1") - Ton	$ 180.00	$ 413,280.00	$ 120.00	$ 275,520.00	$ 95.03	$ 218,188.88	$ 95.03	$ 218,188.88	$ -	$ -	$ -	$ -
15	4124	SP, SS, & 407 ACHM Surface Course (PG70-22)(1/2") - Ton	$ 192.00	$ 791,808.00	$ 122.00	$ 503,128.00	$ 97.36	$ 401,512.64	$ 97.36	$ 401,512.64	$ -	$ -	$ -	$ -
16	1603	412 Cold Milling Asphalt Pavement - Sq.Yd.	$ 11.00	$ 17,633.00	$ 25.00	$ 40,075.00	$ 20.00	$ 32,060.00	$ 20.00	$ 32,060.00	$ -	$ -	$ -	$ -
17	3044	SS & 505 Portland Cement Concrete Driveway - Sq.Yd.	$ 108.00	$ 328,752.00	$ 89.70	$ 273,046.80	$ 155.00	$ 471,820.00	$ 90.12	$ 274,325.28	$ -	$ -	$ -	$ -
18	1	601 Mobilization - Lump Sum	$ 116,000.00	$ 116,000.00	$ 235,000.00	$ 235,000.00	$ 270,000.00	$ 270,000.00	$ 256,001.22	$ 256,001.22	$ -	$ -	$ -	$ -
19	1	SS & 603 Maintenance of Traffic - Lump Sum	$ 120,000.00	$ 120,000.00	$ 250,986.20	$ 250,986.20	$ 225,000.00	$ 225,000.00	$ 457,116.04	$ 457,116.04	$ -	$ -	$ -	$ -
20	486	SS & 604 Signs - Sq.Ft.	$ 18.00	$ 8,748.00	$ 15.00	$ 7,290.00	$ 12.00	$ 5,832.00	$ 12.00	$ 5,832.00	$ -	$ -	$ -	$ -
21	136	SS & 604 Barricades - Lin.Ft.	$ 25.00	$ 3,400.00	$ 31.00	$ 4,216.00	$ 15.00	$ 2,040.00	$ 15.00	$ 2,040.00	$ -	$ -	$ -	$ -
22	133	SS & 604 Traffic Drums - Each	$ 65.00	$ 8,645.00	$ 84.50	$ 11,238.50	$ 25.00	$ 3,325.00	$ 25.00	$ 3,325.00	$ -	$ -	$ -	$ -
23	176	SS & 604 Traffic Cone - Each	$ 55.00	$ 9,680.00	$ 41.25	$ 7,260.00	$ 20.00	$ 3,520.00	$ 20.00	$ 3,520.00	$ -	$ -	$ -	$ -
24	28840	604 Construction Pavement Markings - Lin.Ft.	$ 0.50	$ 14,420.00	$ 0.40	$ 11,536.00	$ 0.30	$ 8,652.00	$ 0.30	$ 8,652.00	$ -	$ -	$ -	$ -
25	14000	604 Removal of Construction Pavement Markings - Lin.Ft.	$ 0.30	$ 4,200.00	$ 0.30	$ 4,200.00	$ 0.65	$ 9,100.00	$ 0.65	$ 9,100.00	$ -	$ -	$ -	$ -
26	13180	604 Removal of Permanent Pavement Markings - Lin.Ft.	$ 0.30	$ 3,954.00	$ 0.30	$ 3,954.00	$ 0.65	$ 8,567.00	$ 0.65	$ 8,567.00	$ -	$ -	$ -	$ -
27	1	604 Removal of Permanent Pavement Markings (Words) - Each	$ 251.00	$ 251.00	$ 250.00	$ 250.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ -	$ -	$ -	$ -
28	1	604 Removal of Permanent Pavement Markings (Arrows) - Each	$ 251.00	$ 251.00	$ 250.00	$ 250.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ -	$ -	$ -	$ -
29	14	SP, SS, & 604 Portable Changeable Message Sign - Week	$ 314.00	$ 4,396.00	$ 395.00	$ 5,530.00	$ 350.00	$ 4,900.00	$ 350.00	$ 4,900.00	$ -	$ -	$ -	$ -
30	73	SS & 604 Vertical Panels - Each	$ 55.00	$ 4,015.00	$ 91.00	$ 6,643.00	$ 20.00	$ 1,460.00	$ 20.00	$ 1,460.00	$ -	$ -	$ -	$ -
31	33	SS & 605 Concrete Ditch Paving (Type B) - Sq.Yd.	$ 150.00	$ 4,950.00	$ 297.00	$ 9,801.00	$ 225.00	$ 7,425.00	$ 131.30	$ 4,332.90	$ -	$ -	$ -	$ -
32	2063	SS & 606 18" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	$ 78.00	$ 160,914.00	$ 155.00	$ 319,765.00	$ 125.00	$ 257,875.00	$ 106.73	$ 220,183.99	$ -	$ -	$ -	$ -
33	645	SS & 606 24" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	$ 103.00	$ 66,435.00	$ 180.00	$ 116,100.00	$ 140.00	$ 90,300.00	$ 154.91	$ 99,916.95	$ -	$ -	$ -	$ -
34	751	SS & 606 30" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	$ 137.00	$ 102,887.00	$ 202.00	$ 151,702.00	$ 205.00	$ 153,955.00	$ 193.07	$ 144,995.57	$ -	$ -	$ -	$ -
35	50	SS & 606 36" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	$ 204.00	$ 10,200.00	$ 270.00	$ 13,500.00	$ 415.00	$ 20,750.00	$ 350.92	$ 17,546.00	$ -	$ -	$ -	$ -
36	437	SS & 606 42" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	$ 212.00	$ 92,644.00	$ 315.00	$ 137,655.00	$ 330.00	$ 144,210.00	$ 411.10	$ 179,650.70	$ -	$ -	$ -	$ -
37	391	SS & 606 48" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	$ 226.00	$ 88,366.00	$ 325.00	$ 127,075.00	$ 380.00	$ 148,580.00	$ 469.07	$ 183,406.37	$ -	$ -	$ -	$ -
38	299	SS & 606 54" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	$ 284.00	$ 84,916.00	$ 400.00	$ 119,600.00	$ 460.00	$ 137,540.00	$ 545.54	$ 163,116.46	$ -	$ -	$ -	$ -
39	14	SS & 606 18" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	$ 1,389.00	$ 19,446.00	$ 1,475.00	$ 20,650.00	$ 1,650.00	$ 23,100.00	$ 1,728.04	$ 24,192.56	$ -	$ -	$ -	$ -
40	4	SS & 606 24" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	$ 1,564.00	$ 6,256.00	$ 1,700.00	$ 6,800.00	$ 1,800.00	$ 7,200.00	$ 2,072.51	$ 8,290.04	$ -	$ -	$ -	$ -
41	3	SS & 606 30" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	$ 1,877.00	$ 5,631.00	$ 2,100.00	$ 6,300.00	$ 2,500.00	$ 7,500.00	$ 2,513.99	$ 7,541.97	$ -	$ -	$ -	$ -
42	1	SS & 606 36" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	$ 2,482.00	$ 2,482.00	$ 2,600.00	$ 2,600.00	$ 3,200.00	$ 3,200.00	$ 3,741.53	$ 3,741.53	$ -	$ -	$ -	$ -
43	1	SS & 606 42" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	$ 2,993.00	$ 2,993.00	$ 3,250.00	$ 3,250.00	$ 2,950.00	$ 2,950.00	$ 4,957.44	$ 4,957.44	$ -	$ -	$ -	$ -
44	1	SS & 606 48" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	$ 3,802.00	$ 3,802.00	$ 4,015.00	$ 4,015.00	$ 4,650.00	$ 4,650.00	$ 5,611.60	$ 5,611.60	$ -	$ -	$ -	$ -
45	1	SS & 606 54" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	$ 4,208.00	$ 4,208.00	$ 4,275.00	$ 4,275.00	$ 3,800.00	$ 3,800.00	$ 6,521.40	$ 6,521.40	$ -	$ -	$ -	$ -
46	51	SS & 609 Curb Inlet Type "A" - Each	$ 7,327.00	$ 373,677.00	$ 7,425.00	$ 378,675.00	$ 9,500.00	$ 484,500.00	$ 9,762.15	$ 497,869.65	$ -	$ -	$ -	$ -
47	5	SS & 609 Light Duty Junction Box - Each	$ 6,000.00	$ 30,000.00	$ 5,745.00	$ 28,725.00	$ 8,700.00	$ 43,500.00	$ 7,895.56	$ 39,477.80	$ -	$ -	$ -	$ -
48	1	SS & 609 Heavy Duty Grate Inlet - Each	$ 10,834.00	$ 10,834.00	$ 8,250.00	$ 8,250.00	$ 14,500.00	$ 14,500.00	$ 14,841.21	$ 14,841.21	$ -	$ -	$ -	$ -
49	24	SS & 609 Drop Inlet Extensions (4') - Each	$ 1,800.00	$ 43,200.00	$ 1,025.00	$ 24,600.00	$ 2,150.00	$ 51,600.00	$ 1,819.99	$ 43,679.76	$ -	$ -	$ -	$ -
50	1	SS & 609 Light Duty Grate Inlet - Each	$ 4,609.00	$ 4,609.00	$ 8,250.00	$ 8,250.00	$ 4,900.00	$ 4,900.00	$ 6,479.64	$ 6,479.64	$ -	$ -	$ -	$ -
51	1	610 Structures Adjusted to Grade - Each	$ 2,500.00	$ 2,500.00	$ 5,550.00	$ 5,550.00	$ 6,500.00	$ 6,500.00	$ 3,033.05	$ 3,033.05	$ -	$ -	$ -	$ -
52	2	620 Lime - Ton	$ 220.00	$ 440.00	$ 155.00	$ 310.00	$ 125.00	$ 250.00	$ 150.00	$ 300.00	$ -	$ -	$ -	$ -
53	1.16	620 Seeding - Acre	$ 5,014.00	$ 5,816.24	$ 2,095.00	$ 2,430.20	$ 1,689.37	$ 1,959.67	$ 2,250.00	$ 2,610.00	$ -	$ -	$ -	$ -
54	3.42	SS & 620 Mulch Cover - Acre	$ 3,761.00	$ 12,862.62	$ 1,550.00	$ 5,301.00	$ 1,238.49	$ 4,235.64	$ 950.00	$ 3,249.00	$ -	$ -	$ -	$ -
55	257	620 Water - M.Gal.	$ 19.00	$ 4,883.00	$ 12.50	$ 3,212.50	$ 10.00	$ 2,570.00	$ 5.00	$ 1,285.00	$ -	$ -	$ -	$ -
56	2.26	621 Temporary Seeding - Acre	$ 5,014.00	$ 11,331.64	$ 1,165.00	$ 2,632.90	$ 938.46	$ 2,120.92	$ 850.00	$ 1,921.00	$ -	$ -	$ -	$ -

57	8180	621 Silt Fence - Lin.Ft.	$ 7.00	$ 57,260.00		$ 4.20	$ 34,356.00		$ 3.38	$ 27,648.40		$ 3.50	$ 28,630.00		$ -		$ -		$ -
58	165	621 Sand Bag Ditch Checks - Bag	$ 16.00	$ 2,640.00		$ 14.50	$ 2,392.50		$ 11.63	$ 1,918.95		$ 12.00	$ 1,980.00		$ -		$ -		$ -
59	392	621 Sediment Removal and Disposal - Cu.Yd.	$ 25.00	$ 9,800.00		$ 57.55	$ 22,559.60		$ 16.53	$ 6,479.76		$ 1.39	$ 544.88		$ -		$ -		$ -
60	2019	SS & 621 Filter Sock (12") - Lin.Ft.	$ 14.00	$ 28,266.00		$ 10.50	$ 21,199.50		$ 8.39	$ 16,939.41		$ 8.50	$ 17,161.50		$ -		$ -		$ -
61	7363	624 Solid Sodding - Sq.Yd.	$ 11.30	$ 83,201.90		$ 5.55	$ 40,864.65		$ 4.48	$ 32,986.24		$ 5.25	$ 38,655.75		$ -		$ -		$ -
62	7346	SS & 633 Concrete Walks - Sq.Yd.	$ 90.00	$ 661,140.00		$ 60.65	$ 445,534.90		$ 90.00	$ 661,140.00		$ 73.70	$ 541,400.20		$ -		$ -		$ -
63	7112	SS & 634 Concrete Combination Curb and Gutter (Type A)(1'6") - Lin.Ft.	$ 30.00	$ 213,360.00		$ 42.00	$ 298,704.00		$ 36.85	$ 262,077.20		$ 29.76	$ 211,653.12		$ -		$ -		$ -
64	1	635 Roadway Construction Control - Lump Sum	$ 55,000.00	$ 55,000.00		$ 27,500.00	$ 27,500.00		$ 100,000.00	$ 100,000.00		$ 236,813.27	$ 236,813.27		$ -		$ -		$ -
65	19	637 Mailboxes - Each	$ 75.00	$ 1,425.00		$ 186.00	$ 3,534.00		$ 50.00	$ 950.00		$ 50.00	$ 950.00		$ -		$ -		$ -
66	19	SS & 637 Mailbox Supports (Single) - Each	$ 200.00	$ 3,800.00		$ 186.00	$ 3,534.00		$ 150.00	$ 2,850.00		$ 150.00	$ 2,850.00		$ -		$ -		$ -
67	1	640 Modifying Drop Inlets - Each	$ 3,500.00	$ 3,500.00		$ 2,600.00	$ 2,600.00		$ 3,500.00	$ 3,500.00		$ 1,867.64	$ 1,867.64		$ -		$ -		$ -
68	800	719 Thermoplastic Pavement Marking White (6") - Lin.Ft.	$ 2.60	$ 2,080.00		$ 2.50	$ 2,000.00		$ 1.07	$ 856.00		$ 1.07	$ 856.00		$ -		$ -		$ -
69	160	719 Thermoplastic Pavement Marking White (12") - Lin.Ft.	$ 22.60	$ 3,616.00		$ 22.50	$ 3,600.00		$ 6.50	$ 1,040.00		$ 6.50	$ 1,040.00		$ -		$ -		$ -
70	400	719 Thermoplastic Pavement Marking White (24") - Lin.Ft.	$ 30.10	$ 12,040.00		$ 29.75	$ 11,900.00		$ 12.00	$ 4,800.00		$ 12.00	$ 4,800.00		$ -		$ -		$ -
71	8620	719 Thermoplastic Pavement Marking Yellow (6") - Lin.Ft.	$ 1.90	$ 16,378.00		$ 1.90	$ 16,378.00		$ 1.07	$ 9,223.40		$ 1.07	$ 9,223.40		$ -		$ -		$ -
72	1	719 Thermoplastic Pavement Marking (Words) - Each	$ 438.80	$ 438.80		$ 435.00	$ 435.00		$ 275.00	$ 275.00		$ 275.00	$ 275.00		$ -		$ -		$ -
73	1	719 Thermoplastic Pavement Marking (Arrows) - Each	$ 407.40	$ 407.40		$ 400.00	$ 400.00		$ 300.00	$ 300.00		$ 300.00	$ 300.00		$ -		$ -		$ -
74	140	SS & 726 Standard Sign - Sq.Ft.	$ 40.00	$ 5,600.00		$ 37.15	$ 5,201.00		$ 40.00	$ 5,600.00		$ 40.00	$ 5,600.00		$ -		$ -		$ -
75	9	SS & 729 Channel Post Sign Support (Type A) - Each	$ 100.00	$ 900.00		$ 115.00	$ 1,035.00		$ 250.00	$ 2,250.00		$ 250.00	$ 2,250.00		$ -		$ -		$ -
76	25	816 Filter Blanket - Sq.Yd.	$ 11.00	$ 275.00		$ 18.50	$ 462.50		$ 38.00	$ 950.00		$ 8.48	$ 212.00		$ -		$ -		$ -
77	13	816 Dumped Riprap - Cu.Yd.	$ 130.00	$ 1,690.00		$ 89.00	$ 1,157.00		$ 155.00	$ 2,015.00		$ 96.74	$ 1,257.62		$ -		$ -		$ -
78	9.78	SS & 802 Class S Concrete-Roadway - Cu.Yd.	$ 1,200.00	$ 11,736.00		$ 1,325.00	$ 12,958.50		$ 2,450.00	$ 23,961.00		$ 1,953.01	$ 19,100.44		$ -		$ -		$ -
79	1560	SS & 804 Reinforcing Steel-Roadway (Grade 60) - Pound	$ 2.40	$ 3,744.00		$ 1.80	$ 2,808.00		$ 4.50	$ 7,020.00		$ 2.67	$ 4,165.20		$ -		$ -		$ -
80	160	SS & 619 5' Steel Chain Link Fence - Lin.Ft.	$ 44.00	$ 7,040.00		$ 49.50	$ 7,920.00		$ 39.86	$ 6,377.60			$ -		$ -		$ -		$ -
81	160	SS & 619 5' Aluminum Chain Link Fence - Lin.Ft.		$ -			$ -			$ -		$ 65.80	$ 10,528.00		$ -		$ -		$ -
		Total		$ 5,036,008.60			$ 5,002,595.00			$ 5,473,705.80			$ 5,901,366.60						
		Deductive Alternate																	
1	646	210 Compacted Empankment (Add) - Cu.Yd.	35.00	$ 22,610.00		35	$ 22,610.00		43.7	$ 28,230.20		63.21	$ 40,833.66		$ -		$ -		$ -
2	-1530	SS & 633 Concrete Walks (Deduct) - Sq.Yd.	90.00	$ (137,700.00)		55	$ (84,150.00)		90	$ (137,700.00)		73.7	$ (112,761.00)		$ -		$ -		$ -
		Total		$ (115,090.00)			$ (61,540.00)			$ (109,469.80)			$ (71,927.34)		$ -		$ -		$ -

Bid bond included? Y or N	Yes	Yes	Yes	Yes
Qualifications included? Y or N	Yes	Yes	Yes	Yes

Text File

File Number: ORD-26:023

Agenda Date: 8/4/2026 **Version:** 1 **Status:** First Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE REGARDING THE ABANDONMENT OF A 15' ALLEY BETWEEN 1810 HENRY STREET AND 1812 HENRY STREET AS REQUESTED BY DAVID CLIFFT.

AN ORDINANCE VACATING A 15' ALLEY LOCATED IN:

A PART OF LOT 57A OF DAVID CLIFFT AND A PART OF LOT 58 OF DAVID CLIFFT PLAT TO JONESBORO, CRAIGHEAD COUNTY ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 57A, THENCE RUN S 47*07'39" W 130.15' THENCE RUN 15' TO NORTHEAST CORNER OF LOT 58, THENCE RUN N 47*07'39" E 130.15 TO SOUTHEAST CORNER OF LOT 58,', THEN RUN 15' TO SOUTHWEST CORNER OF LOT 57A WHICH IS THE BEGINNING POINT.

WHEREAS, the City Council at its regular meeting on Tuesday, August 04, 2026, pursuant to Ark. Stats. Section 14-301-302 through 14-301-304 heard the request of DAVID CLIFFT to vacate a 15' alley and

WHEREAS: the City Council held a public hearing and heard all persons desiring to be heard in connection with this matter; and

WHEREAS the respective utilities have consented to said abandonment; and

WHEREAS, the abandonment of the 15' alley will not adversely affect the City of Jonesboro, and would be in the best interest of all parties concerned.

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

SECTION 1: The City of Jonesboro, Arkansas hereby vacates and abandons all of its rights together with the right of the public generally, in and to the alley abandonment described above.

SECTION 2: A copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Craighead County of Jonesboro, Arkansas, and recorded in the Deed Records of Craighead County, Arkansas.

SECTION 3. The vacating and abandonment by the City of its rights and the rights of the public

generally in the above described alley abandonment are in the public interest and will promote the public peace and welfare.

JONESBORO
ARKANSAS

David Clifft
1810 Henry St
Jonesboro, AR 72401

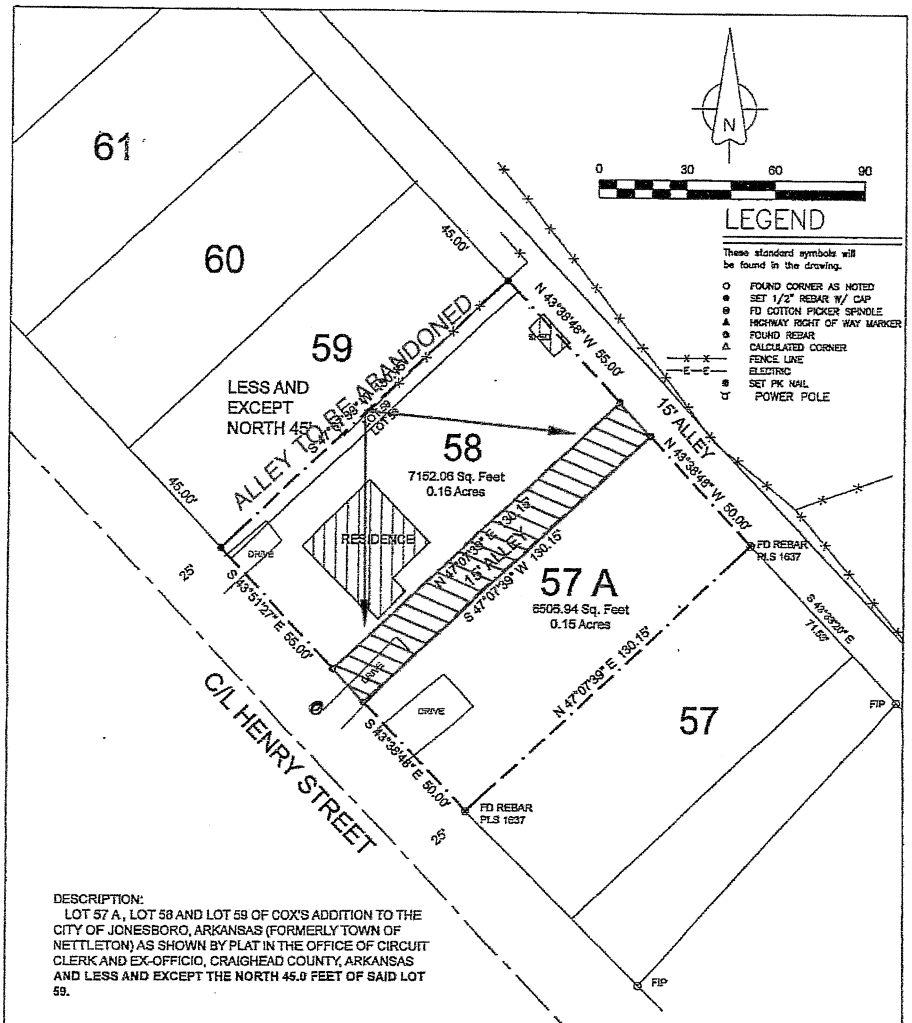
Dear Mr. Clifft,

The City of Jonesboro Engineering and Planning Department concur with the abandonment of the alley between Lots 57A and 58 of Cox's Addition to the City of Jonesboro as shown in the attached plat of survey drawing provided by H & S Hime Professional Surveying Services.

Sincerely,

Craig Light
City Engineer

Derrel Smith
Planning Director



DESCRIPTION:
LOT 57 A, LOT 58 AND LOT 59 OF COX'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS (FORMERLY TOWN OF NETTLETON) AS SHOWN BY PLAT IN THE OFFICE OF CIRCUIT CLERK AND EX-OFFICIO, CRAIGHEAD COUNTY, ARKANSAS AND LESS AND EXCEPT THE NORTH 45.0 FEET OF SAID LOT 59.

SURVEYORS NOTES:
1. BEARINGS ARE STATE PLANE GRID BEARINGS(NAD 83 DATUM)AS PER GPS OBSERVATION ON SITE DURING SURVEY AND ARE TO BE USE TO DEFINE THE GENERAL DIRECTION AND TRUE ANGLE AT THE INTERSECTION OF THE PROPERTY AND LAND LINES.
2. PROPERTY IS SUBJECT TO UTILITY SERVICES AND UNDERGROUND UTILITY LINES NOT LOCATED.

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

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

STATE CODE: 500-14N-04E-0-22-320-13-1142

CERTIFICATE OF AUTHORIZATION
H AND S HIME PROFESSIONAL SURVEYING SERVICES
No. 1432
ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
SIGNATURE
DATE

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

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

PLAT OF SURVEY

drawn: H. HIME	1810 & 1812 HENRY STREET JONESBORO, ARKANSAS
date: 8-04-2019	
scale: 1"= 30'	client: DAVID CLIFFT

Casey Rickey
AT&T Arkansas
Right-of-Way &
Joint Pole Use Mgr.

P.O. Box 6505
Hot Springs, AR 71901
Phone: 870-897-7233
cr886s@att.com

Transmitted via Email

UTILITY APPROVAL FORM FOR RIGHT-OF-WAY, ALLEY AND UTILITY EASEMENT VACATIONS:

DATE: 08/22/2025

UTILITY COMPANY: **Southwestern Bell Telephone Company LLC d.b.a. AT&T Arkansas**

REQUESTED VACATION:

ALLEY

I have been notified of the petition for Right-of-Way Abandonment for a 15' Alley dividing property at 1810 and 1812 Henry St. Jonesboro, AR

Described as follows: Alley between said properties.

UTILITY COMPANY COMMENTS:

No objections to the vacation described above. AT&T has no facilities in conflict with this request.

Signature of AT&T Company Representative:

Casey Rickey

Casey Rickey

Owned by the Citizens of Jonesboro

June 26, 2026

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: April Leggett, City Clerk

Re: Alley Abandonment
Cox Addition – North of Henry Street
Jonesboro, Craighead County, Arkansas

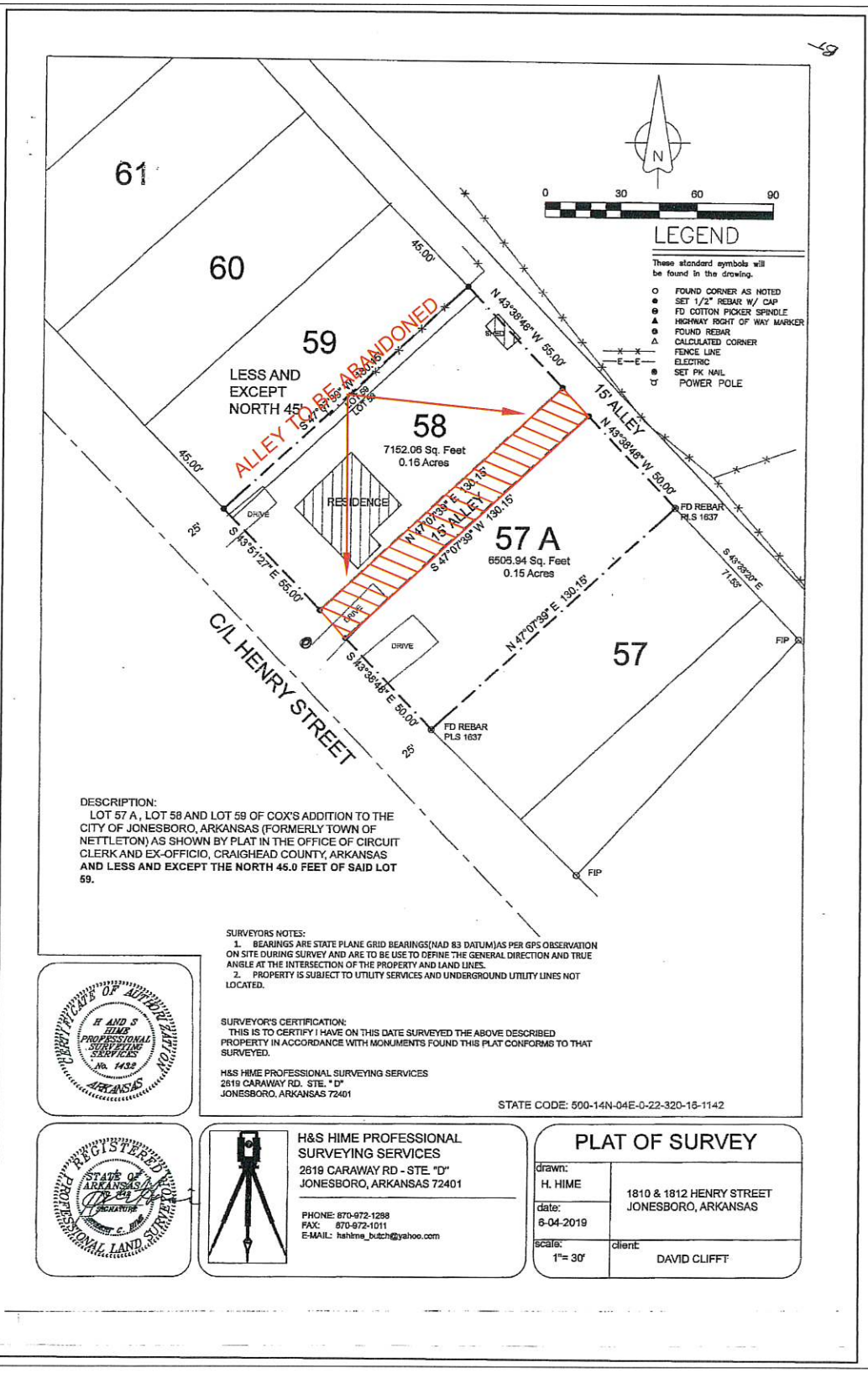
Dear April:

City Water and Light has no objection to the abandonment of the 15' alley in the Cox Addition lying between Lots 57A & 58 on the west side of Arch Street and north side of Henry Street, Jonesboro, Craighead County, Arkansas, as per attached sketch.

Please call if you have questions.

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

Enclosure



DESCRIPTION:
LOT 57 A , LOT 58 AND LOT 59 OF COX'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS (FORMERLY TOWN OF NETTLETON) AS SHOWN BY PLAT IN THE OFFICE OF CIRCUIT CLERK AND EX-OFFICIO, CRAIGHEAD COUNTY, ARKANSAS **AND LESS AND EXCEPT THE NORTH 45.0 FEET OF SAID LOT 59.**

SURVEYORS NOTES:
1. BEARINGS ARE STATE PLANE GRID BEARINGS(NAD 83 DATUM)AS PER GPS OBSERVATION ON SITE DURING SURVEY AND ARE TO BE USE TO DEFINE THE GENERAL DIRECTION AND TRUE ANGLE AT THE INTERSECTION OF THE PROPERTY AND LAND LINES.
2. PROPERTY IS SUBJECT TO UTILITY SERVICES AND UNDERGROUND UTILITY LINES NOT LOCATED.

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

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

STATE CODE: 500-14N-04E-0-22-320-18-1142

CERTIFICATE OF AUTHORIZATION
H AND S HIME PROFESSIONAL SURVEYING SERVICES
No. 1432
ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
No. 1432
SIGNATURE

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

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

PLAT OF SURVEY

drawn: H. HIME	1810 & 1812 HENRY STREET JONESBORO, ARKANSAS
date: 6-04-2019	
scale: 1"= 30'	client: DAVID CLIFFT

optimum

June 10, 2026

DAVID CLIFFT
870-926-5667
dclifft46@gmail.com

RE: Alley abandonment 1810-1812 Henry St., Jonesboro, Ar

DESCRIPTION:
LOT 57 A, LOT 58 AND LOT 59 OF COX'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS (FORMERLY TOWN OF NETTLETON) AS SHOWN BY PLAT IN THE OFFICE OF CIRCUT AND EX-OFFICIO, CRAIGHEAD COUNTY, ARKANSAS AND LESS AND EXCEPT THE NORTH 45.0 FEET OF SAID LOT 59.

David Clifft:

After reviewing your request of the Alley Abandonment in Jonesboro, AR, Optimum has verified there is not active CATV facilities in this alley.

Given the verification stated above, Optimum has no objection with the requested Alley Abandonment.

Regards:

Joel Watson

Joel Watson
Construction Ops Lead

Ritter COMMUNICATIONS

RightFiber BY RITTER COMMUNICATIONS

September 5, 2024

City of Jonesboro, Arkansas
c/o Clifft Enterprises, LLC
Attn: David Clifft
P.O. Box 16922
Jonesboro, AR 72403

RE: Ritter Communications facilities between 1810 and 1812 Henry Street, Jonesboro, AR

To Whom it May Concern:

Ritter Communications has reviewed a request from Mr. David Clifft for verification that there are no Ritter facilities in the alley between 1810 Henry Street, Jonesboro, AR and 1812 Henry Street, Jonesboro, AR. There are no existing facilities there and no planned facility installations for that location. Ritter Communications has no objection to the abandonment of that alley by the City of Jonesboro.

If you have any questions, please feel free to contact Stacy Light at 501-580-9068 or by email at stacy.light@rittercommunications.com.

Best regards,

Victor Esposito
Chief Technology Officer

Summit Utilities Arkansas, Inc.
1400 Centerview Dr.
Little Rock, AR 72211
summitutilities.com

UTILITY RELEASE FORM

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

Utility Company: Summit Utilities Arkansas, Inc. Date: 8/25/2025

Requested Abandonment: Alley Abandonment

Legal Description:

Survey Description:
15' alley abandonment between 1810 and 1812 Henry St in Jonesboro, AR.

UTILITY COMPANY COMMENTS:

[x] No objections to the abandonment(s) described above.

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

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

Described reasons for objection or easements to be retained.

Grace Hohnbaum — Engineer

Signature of Utility Company Representative — Title

OFFICIAL RECEIPT

Receipt Date 07/14/2026 02:21 PM
Receipt Print Date 07/14/2026

Receipt # 00278325
Batch # 00014.07.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	497.90
Detail:	
01-000-0150-00	
Proof of Publication Alley Abandonment	497.90
Total	497.90

Payment Information:

Check	6716	497.90
Change		0.00

David Clifft
Customer #: 000000

,

Cashier: ALCooksey
Station: ALCOOKSEY

Text File

File Number: ORD-26:024

Agenda Date: **Version:** 1 **Status:** First Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

NOW, therefore, be it ordained by the City Council for the City of Jonesboro, Arkansas that the following changes be made as recommended by the Traffic Control Committee.

Install Stop Sign at the following locations:

-Hanson Street at Crockett Drive
-Hanson Street at Milo Court (both North and South)
-Hanson Street at Young Drive
-Milo Court at Jordan Street
-Jordan Street at Crockett Drive
-Jordan Street at Young Drive (both North and South)

Establish 25MPH speed limit at the following locations:

-West Country Club Terrace

Text File

File Number: ORD-26:026

Agenda Date: 8/4/2026 **Version:** 1 **Status:** First Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR ENCOURAGING ADVANCEMENT, INC. d/b/a BLAZING BUFFALO SPORTS GRILL, INC. TO BE LOCATED AT 3310 SOUTHWEST DRIVE, SUITE 7, JONESBORO, ARKANSAS

WHEREAS, Encouraging Advancement, Inc., d/b/a Blazing Buffalo Sports Grill, Inc., has applied for a private club permit to be located at 3310 Southwest Drive, Suite 7, Jonesboro, Arkansas for the purpose of conducting operations on such premises consistent with Arkansas law including, but not limited to, operating a restaurant; and

WHEREAS, Encouraging Advancement, Inc., d/b/a Blazing Buffalo Sports Grill, Inc., desires to receive approval from the City of Jonesboro, Arkansas for the same; and

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

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

Encouraging Advancement, Inc., d/b/a Blazing Buffalo Sports Grill, Inc.'s, application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club permit or license, to be located at 3310 Southwest Drive, Suite 7, Jonesboro, Arkansas, and to conduct operations on such premises consistent with Arkansas law including, but not limited to, operating a restaurant.

City of Jonesboro
Private Club Review and Conditions Form

Date 7-28-26

Address 3310 Southwest Dr.

Applicant on Behalf of Club Samantha Zelpha Meza

Home Address 4405 Finn Road - Jonesboro AR 72404

Business Name Blazing Buffalo Sports Grill

Business Address 3310 Southwest Drive, Suite 7

City of Jonesboro official use below this:

Police Department:

Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? _____

Comments: _____

Approve? Yes X No _____ Signature Chief of Police Kirk Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes _____ No X
Zoning C-3

Approve? Yes X No _____ Signature Planning Director _____

City Clerk:

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

OFFICIAL RECEIPT

Receipt Date 07/24/2026 10:43 AM
Receipt Print Date 07/24/2026

Receipt # 00278832
Batch # 00024.07.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	250.00
Detail:	
01-134-0517-00	
Alcohol Application Fee 7-24-26 Blazing Buffalo on SW Drive	250.00
Total	250.00

Payment Information:

Check	8081	250.00
Change		0.00

Lyons & Cone P.L.C.
Customer #: 013225
P.O. Box 7044

Jonesboro, AR 72401

Cashier: ALCooksey
Station: ALCOOKSEY

JIM LYONS
jlyons@leclaw.com
Keenan Ball Trial College Faculty

Lyons & Cone, P.L.C.

ATTORNEYS AT LAW
407 SOUTH MAIN
P O BOX 7044
JONESBORO, ARKANSAS 72403-7044
870-972-5440 • FAX: 870-972-1270
WEBSITE: WWW.LECLAW.COM

MIKE CONE
mikecone@leclaw.com
Master of Laws in Agricultural Law

July 22, 2026

HAND DELIVERED

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, AR 72401

Re: Application for Private Club Permit – Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc

Dear Sirs:

Please find enclosed the following:

1. City of Jonesboro Application for Private Club Permit (Completed, signed and notarized);
2. Schedule A - Individual's Personal History (Completed, signed and notarized);
3. Authority to Release Information (Completed, signed and notarized);
4. Arkansas Criminal History Report for Samantha Meza;
5. A current list of names and addresses of all board members;
6. Lease Agreement; Amendment to Lease Agreement; Second Amendment to Lease Agreement; Assignment of Lease; and Approval of Assignment of Lease between MCG Development LLC and Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc;
7. Alphabetized member list (139 names) for Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc; and
8. Receipt for the payment in the amount of $250.00 to the City of Jonesboro for the application fee.

If you have any questions or comments, please do not hesitate to call. Thank you for your cooperation.

Sincerely,



Jim Lyons

JL/ab

Enclosures

F:\WP60\Meza - Private Club Permits\Blazing Buffalo Jonesboro\Blazing Buffalo Sports Grill.JPD Application.ltr.wpd

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc. _____
Non-Profit Corporation FEIN #

APPLICANT ON BEHALF OF CLUB: Samantha (First) Zelpha (Middle) Meza (Last)

HOME ADDRESS: 4405 Finn Road (Street) Jonesboro (City) 72404 (Zip) Craighead (County)

BUSINESS NAME: Blazing Buffalo Sports Grill

BUSINESS ADDRESS: 3310 Southwest Dr., Suite 7, Jonesboro (Street) 72404 (Zip) Craighead (County)

Does the club own the premises? No If leased, give name and address of owner:
MCG Development LLC, 2505 Southwest Square, Jonesboro, AR 72401

Is your establishment primarily engaged in the business of serving food for consumption on the premises?
Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.
N/A

Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Samantha Meza	President	4405 Finn Road, Jonesboro, AR 72404
Zenia Fortson	Vice-President	1503 Winchester Drive, Jonesboro, AR 72401
Dianah Rowan	Secretary/Treasurer	5616 Harrisburg Rd., Jonesboro, AR 72404

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES (NO) If yes, please explain -

Signed this 29th day of June, 2026.

Signature of Applicant/Managing Agent

President

Official Title

Subscribed and sworn to before me this 29th day of June, 2026.

Notary Public

My Commission Expires: 06/07/2030.

OFFICIAL SEAL - #12377043
APRIL BURLISON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 06-07-30

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Samantha Meza Sex _____ Date of Birth _____

2. Home Address 4405 Finn Road (Street) Jonesboro (City) 72404 (Zip) Phone No. (870) 530-4910

3. Are you a person of good moral character and reputation in your community? Yes

4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
Social Security No. _____ Green Card No. _____

5. Are you a resident of Craighead county? Yes

If not, do you live within 35 miles of the premises to be permitted? _____

6. Have you ever been convicted of a felony? **YES** _____ **NO** X If so, give full information
_____
_____

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES (NO) If so, give full information. _____
_____

8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** X If so, give full information _____
_____

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? Yes If so, give name, place, and permit number(s)
Casa Blanca Mexican Grill, 3410 E. Johnson Ave., Suite C, Jonesboro, AR 72401; Permit No. 23559-01
Blazing Buffalo, Inc., 556 W. School St., Brookland, AR 72417; Permit No. 26218-01

10. Have you applied and been refused a permit at the applied for location within the last 12 months? No
If so, give full information _____
_____

11. Marital Status: Single ( ) Married (X) Divorced ( ) Separated ( ) Other ( )

12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Husband	Jose Meza	4405 Finn Road Jonesboro, AR 72401	Manager
Son	Juan Meza	1500 McNatt Dr., Apt. 1 Brookland, AR 72417	Manager
Son	Carlos Meza	4405 Finn Road Jonesboro, AR 72401	Server/Bussboy
Son	Javier Meza	4405 Finn Road Jonesboro, AR 72401	Student

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

(b) If so, who and in what capacity? Jose Meza and Juan Meza - Managers; Carlos Meza - Server/Bussboy

13. Give your home address (city or town) and dates at each for the past five (5) years:
4405 Finn Road, Jonesboro, AR 72401 - September 2020 to present

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Casa Blanca Mexican Grill; owner/manager	Self-employed; 3410 E. Johnson Ave. Suite C, Jonesboro, AR 72401	Jan 2022 to present
Design Specialist	I2I Networks, 9355 Sunrise Road Blaine, WA	Nov. 2022 - July 2023
Drafter	Chickasaw Nations, Norman, OK	Jan. 2021 - May 2022

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Applicant's Signature

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

Samantha Zelpha Meza, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 29th day of June 2026.

Notary Public

My Commission Expires: 06/07/2030

OFFICIAL SEAL - #12377043
APRIL BURLISON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 06-07-30

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Samantha Meza
Signature – Full Name Samantha Meza

06/29/2026
Date

4405 Finn Road
Home Address

Jonesboro	AR	72404
City	State	Zip

4405 Finn Road
Mailing Address

Jonesboro	AR	72404
City	State	Zip

(870) 530-4910
Contact Phone Business Phone

samanthameza4@yahoo.com
Email Address

Subscribed and sworn to before me this 29th day of June, 2026.

April Burlison
Notary Public

My Commission Expires: 06/07/2030:

OFFICIAL SEAL - #12377043
APRIL BURLISON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 06-07-30

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Zenia Fortson
Signature – Full Name Zenia Fortson

06/29/2026
Date

1503 Winchester Drive
Home Address

Jonesboro | AR | 72401
City | State | Zip

1503 Winchester Drive
Mailing Address

Jonesboro | AR | 72401
City | State | Zip

(870) 882-9338
Contact Phone | Business Phone

znadms@yahoo.com
Email Address

Subscribed and sworn to before me this 29th day of June 2026.

April Burlison
Notary Public

My Commission Expires: 06/07/2030.

OFFICIAL SEAL - #12377043
APRIL BURLISON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 06-07-30

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Dianah Rowan
Signature – Full Name Dianah Rowan

06/29/2026
Date

5616 Harrisburg Rd.
Home Address

Jonesboro AR 72404
City State Zip

5616 Harrisburg Rd.
Mailing Address

Jonesboro AR 72404
City State Zip

(870) 762-6253
Contact Phone Business Phone

Dianah Rowan64@gmail.com
Email Address

Subscribed and sworn to before me this 29th day of June, 2026.

April Burlison
Notary Public

My Commission Expires: 06/07/2030.

OFFICIAL SEAL - #12377043
APRIL BURLISON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 06-07-30

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **Meza** First: **Samantha** Middle: **Zelpha**

Date of Birth: Sex: Race:

Social Security Number: *(not verified, supplied at time of request)*

Home/Mailing Address: **4405 Finn Road Jonesboro, AR 72404**

State of Arkansas
TS
Arkansas State Police
Identification Bureau

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC003707212**

Date: **01/11/2023** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Tessie Stokes On Behalf of Lyons & Cone, PLC**

Representing: **Lyons & Cone, PLC**

Mailing Address: **407 South Main St. Jonesboro, AR 72401**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

ENCOURAGING ADVANCEMENT, INC.
d/b/a BLAZING BUFFALO SPORTS GRILL, INC.
Board of Directors and Officers
as of May 11, 2026

BOARD OF DIRECTORS:

Samantha Meza	4405 Finn Rd., Jonesboro, AR 72404
Zenia Fortson	1503 Winchester Dr., Jonesboro, AR 72401
Dianah Rowan	5616 Harrisburg Rd., Jonesboro, AR 72401

OFFICERS:

President - Samantha Meza	4405 Finn Rd., Jonesboro, AR 72404
Vice President - Zenia Fortson	1503 Winchester Dr., Jonesboro, AR 72401
Secretary - Zenia Fortson	1503 Winchester Dr., Jonesboro, AR 72401
Treasurer - Dianah Rowan	5616 Harrisburg Rd., Jonesboro, AR 72401

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into on this 24 day of June, 2025, by and between **MCG Development LLC**, an Arkansas limited liability company, having an address of 2505 Southwest Square Jonesboro, Arkansas 72401, hereinafter referred to as "Lessor" and **El Vaquero LLC** hereinafter collectively referred to as "Lessee".

1. **Premises**. In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the terms, covenants and conditions hereof, Lessor hereby leases unto Lessee, and Lessee hereby takes from Lessor, those certain premises consisting of approximately 2,001 square feet at 3310 Southwest Dr, Suite F, Jonesboro, Arkansas 72404, including any furniture, fixtures and equipment currently located therein (collectively the "Leased Premises") to have and to hold said Leased Premises for the lease term specified herein, all upon the terms and conditions set forth in this Lease.

2. **Term**. The initial term of this Lease shall begin on September 24, 2025 (the "Lease Commencement Date"). The Lease Commencement Date shall be the date Lessor delivers possession of the Leased Premises to Lessee. The first payment of rent shall become due on January 24, 2026 (the "Rent Commencement Date") and rental payments shall continue thereafter for a period of Fifteen (15) years from the first day of the month following the Rent Commencement Date. Promptly after the Rent Commencement Date, Lessor and Lessee shall enter into a Commencement and Termination Agreement in the form attached hereto as Exhibit "A" and a memorandum of lease if the circumstances warrant.

3. **Option to Renew**. Lessor hereby grants unto Lessee Two (2) options of five (5) years with 5% increase each 5 year option to renew this Lease. Should Lessee desire to exercise this option, then Lessee shall provide Lessor written notice thereof at least three (3) months prior to termination of the existing lease term. Failure to provide timely notice shall constitute automatic

renewal of this Lease unless otherwise agreed between Lessor and Lessee in writing. All of the terms and conditions contained in this Lease shall apply through the applicable option period except for rental payments defined in paragraph 4.

4. Rent.

A. Rent shall begin accruing on the Rent Commencement Date. Lessee hereby covenants and agrees to pay Lessor via electronic funds transfer (ACH) to an account specified fixed annual base rent during the initial Fifteen (15) year term of $30.00 per square foot of the gross area leased from Lessor, plus any additional amounts more particularly described herein. There will be a five (5) percent increase every five (5) years of the initial term. As of the date of this Lease execution, the annual rent is to be $60,030 payable in twelve monthly installments of $5,002.50 per month. Any partial month's rent at the beginning or end of the lease terms shall be pro-rated. All rent (including additional rent) shall be payable in advance, and is due on or before the fifth (5th) day of every month, and shall be delivered to 2505 Southwest Square Jonesboro, Arkansas 72401 unless Lessor notifies Lessee otherwise in writing. Failure to timely pay the full rent payment (including additional rent) for any and every month shall result in a late fee charge in the amount of $500.00 due and payable by Lessee to Lessor with the next month's rental payment. Lessee will pay a two month rent deposit and one month security deposit upon signing of lease.

B. Common Area Maintenance (CAM). Lessee will be responsible for additional rent for the Lessee's prorated share of leasable space of this building. These charges (CAM) include real estate taxes, insurance, and all maintenance and upkeep of the entire building and parking lot. The additional rent shall be calculated by the landlord on an annual basis. The (CAM) charges are estimated to be approximately $3.50 per sq. ft. Lessor has the right to increase or decrease CAM based on actual expenses incurred on an annual basis.

C. Should Lessee exercise its option for a five (5) year term (the "first option period"), the fixed annual base rent shall be $34.88 per square foot of the gross area leased from Lessor, to be $69,789.90 per year, payable in twelve (12) equal monthly installments of $5,815.82 per month.

Should Lessee exercise its second option for a five (5) year term (the "second option period"), the fixed annual base rent shall be approximately $36.62 per square foot of the gross area leased from Lessor, estimated to be $73,279.39 per year, payable in twelve (12) equal monthly installments of $6,106.61 per month.

D. There will be a shared cost of the maintenance of the grease interceptor between Suite A, E and F

5. Ad Valorem Taxes. Lessor is responsible for paying all city, county and state ad valorem taxes assessed against the Leased Premises. Lessee shall pay all personal property taxes on Lessor's furniture, fixtures and equipment being used in the Lease Premises and Lessee's furniture, fixtures, equipment and inventory.

6. Exclusive.

A. Landlord agrees not to allow any other tenant in the shopping center to sell Chicken Wings for either on-site or off-site consumption, not to include existing tenants prior to Lease Execution.

7. Operation of Business.

A. Tenant shall use the premises for the operation of a Blazing Buffalo Chicken Wings Restaurant, or similar restaurant selling primarily chicken wings, for on or off premises consumption.

B. Lessee agrees to remain open for business during the usual and regular hours and days that such businesses are customarily open for business in the trade area where the Leased Premises is located except certain holidays.

C. Lessee shall use and occupy the premises in a careful, safe and proper manner, and shall keep the premises and property in a clean and safe condition in accordance with local ordinances and the lawful directions of proper public officials. Lessee shall use and maintain the premises consistent with present reasonable standards of food retail operations. Lessee shall not permit solicitations, demonstrations, itinerant vending, or any other activities inconsistent with such standards.

D. Lessee shall not permit the accumulation of rubbish, trash, garbage and other refuse in and around the premises and shall remove the same at Lessee's expense. Additionally, Lessee shall keep such refuse in proper containers, i.e., dumpster(s), on the interior of the premises until removal by Lessee to the collection area designated by Lessor. Lessee shall not store or permit the storage or placement of goods, merchandise, pallets, or equipment of any sort outside the premises nor in or around any of the common areas of the shopping center. No displays or sales of merchandise shall be allowed in the parking lots or other common areas unless approved by Lessor.

8. Signs. Subject to review and approval by Lessor, as well as receipt of any required governmental approvals, Lessee, at Lessee's expense, shall create a sign and identity program for usage on its storefront façade and for inclusion on the shopping center pylon sign. Lessee shall maintain any such sign in good condition and repair. Lessee's signage on the shopping center pylon sign shall be lighted and shall remain on during and through the night. Other than such permitted signage, Lessee shall not place or install or suffer to be placed or installed or maintained any sign upon or outside the Leased Premises unless approved by Lessor.

9. Lessee Insurance. Lessee agrees to carry at its own expense throughout the term of this Lease and renewal periods, as applicable, if said renewal option(s) is exercised public liability insurance covering Lessee's use of the premises with reputable companies authorized to do business in Arkansas with a minimum combined coverage for bodily injury, death and property damage of $1,000,000.00; and, to deposit certificates thereof with Lessor prior to the date of any use or occupancy of the Leased Premises by Lessee and continuing throughout the entire term of this Lease (and in particular each the time policy is renewed or changed) and renewal period(s), as applicable, if said renewal option(s) is exercised. Said policies shall name Lessor as an additional insured and shall protect Lessee and Lessor as their interests may appear. Such liability insurance policy or policies shall bear endorsements to the effect that the insured agrees to notify Lessor not less than ten (10) days in advance of modification or cancellation thereof.

10. Lessor Insurance. Lessor agrees to carry throughout the term of this Lease insurance on the building for its replacement cost and public liability insurance with respect to the common areas on the site with a minimum combined coverage for bodily injury and property damage of $1,000,000.00. Lessor agrees to furnish Lessee with a certificate of said insurance coverage if requested by Lessee at the beginning of the term of this Lease and each time the policy is renewed or changed.

11. Lessor Delivery Conditions Landlord will give tenant a credit of $15,000 towards tenant improvement when a building permit is issued.

12. Alterations and Improvements by Lessee.

A. Lessee shall have the right to remodel the interior space of the Leased Premises to accommodate Lessee's business model provided that Lessee's business model or use of the Leased Premises shall never violate any existing exclusives of or relating to the entire premises.

B. Lessee shall have the right during the continuation of this Lease to make such additional alterations or improvements in the Leased Premises, excepting structural alterations or improvements, as may be proper and necessary for the conduct of its business provided that Lessee's alterations, improvements and business shall never violate any existing exclusives of or relating to the entire premises and for the full beneficial use of the Leased Premises allowed herein, provided Lessee shall pay all costs, expenses and charges thereof; shall make such alterations and improvements in accordance with applicable laws, reciprocal easement agreements or similar agreements, regardless of how such agreement(s) may be titled encumbering or benefiting the Leased Premises or the entire premises, in whole or in part and building codes in a good and workmanlike manner; and shall fully and completely indemnify Lessor against any mechanics' liens or other liens or claims in connection with the making of such alterations and improvements. Lessee shall not make, or allow to be made, without Lessor's approval, any unnecessary alterations, additions or improvements of a structural nature to the interior, exterior or store front of the Leased Premises, or to the plumbing, heating or air conditioning systems. Lessee shall promptly repair any damages to the premises, or to the building of which the premises are a part, caused by any alterations, additions or improvements of the Leased Premises by Lessee.

C. Lessee agrees to maintain and repair the walls, HVAC system and units; plumbing and plumbing systems; and the electrical panel, electrical systems, and lighting during the duration of the Lease (including any option periods, as applicable). Lessee further agrees to keep the exterior of the Leased Premises and windows clean.

13. Repairs by Lessor. Lessor shall keep and maintain the foundations, roof and structural portions of the Leased Premises in good condition and repair, except for repairs as may be required thereto by reason of the acts or negligence of Lessee, its employees, agents, invitees, licensees or contractors, which shall be the responsibility of the Lessee. Lessor shall be responsible

for any major water and sewer repairs in excess of $10,000.00 per incident provided that the repair is not caused by reason of the acts or negligence of Lessee, its employees, agents, invitees, licensees or contractors, which shall be the responsibility of Lessee. Lessee agrees to give Lessor ten (10) days written notice of the necessity for repairs coming to the attention of Lessee whether same requires Lessee or Lessor to perform such repair.

14. Access to Premises. Lessor may have free access to the Leased Premises at all reasonable times for the purpose of examining the same or making any alterations or repairs to the Leased Premises that Lessor may deem necessary for its safety and preservation, and also during the last three (3) months of the term of this Lease for the purpose of exhibiting the Leased Premises and putting up the usual notice "for rent," which notice shall not be removed, obliterated or hidden by Lessee; provided, however, that any such action by Lessor shall cause as little inconvenience to Lessee as reasonably practicable. Such action shall not be deemed an eviction or disturbance of Lessee nor shall Lessee be allowed any abatement of rent or damages for any injury or inconvenience thereby.

15. Fire or other Casualty. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other insured casualty, but is not thereby rendered untenable in whole or in part, Lessor shall promptly cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Lessor shall promptly cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If by reason of such occurrence the Leased Premises shall be rendered wholly untenable, Lessor and Lessee shall each have the right to terminate this Lease and Lessor shall have the option to reconstruct the Leased Premises. The term "untenable" shall include but not be limited to acts of God.

16. Reservations of Lessor. Lessor reserves the right to place, maintain, repair and replace such utility lines, pipes, tunneling and the like in, under, over and upon the premises as may be reasonably necessary or advisable for the servicing of the Leased Premises or of other portions of the site of which the Leased Premises are a part. Lessor reserves the right of use of the roof and exterior walls of the premises and of the building or buildings of which the Leased Premises are a part.

17. Repairs by Lessee. Lessee shall keep and maintain the Leased Premises and any fixtures, facilities or equipment contained therein in good condition and repair, including, but not limited to, the heating, air conditioning, interior electrical, interior plumbing and exterior doors and window frames, and shall make any replacements thereof and of all broken and cracked glass as may become necessary during the term of this Lease or any removal or extension thereof. If Lessee refuses or neglects to commence or complete repairs promptly and adequately, Lessor may, at its option, make or complete said repairs and Lessee shall pay the cost thereof to Lessor upon demand.

18. Default by Lessee. This Lease is made upon the condition that Lessee shall punctually and faithfully perform all the covenants and agreements by it to be performed as herein set forth. Should Lessee be in default of any covenant hereunder, including the payment of rent or any other amount due under this Lease, then Lessor shall give Lessee written notice to cure said default except that Lessor shall never be required to give written notice of default more than one (1) time per year during the entire term (including the option period) of this Lease. If the default is the payment of rent or any other amount due, then Lessee shall pay said amounts within five business (5) days of the receipt of notice. If the default of Lessee is other than the payment of rent or any other amount due, then Lessee shall immediately commence the curing of said default and shall diligently pursue the same until the default is cured. Should Lessee not cure any default

hereunder within the five (5) day period after receiving a notice to cure from Lessor if the default is for nonpayment, or within a reasonable time for any other default, then Lessor may evict Lessee from the Leased Premises and shall have any rights available to it under Arkansas law. If Lessee defaults under the terms of the Lease, Lessee shall remain responsible for all rental payments through the end of the Lease term.

19. Mortgage Subordination. Upon written request or notice by Lessor, or by any mortgagee or trustee, concurred in by any mortgagee or trustee or by any other person, firm or corporation intending to become such a mortgagee or trustee, Lessee agrees to subordinate its rights under this Lease to the lien or liens of any mortgages or deeds of trust that may hereafter be placed upon the premises and to any and all advances to be made thereunder, and to the interest thereon and to all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust shall agree to recognize the Lease of Lessee in the event of foreclosure if Lessee is not in default.

20. Eminent Domain. In the event the premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the entire compensation award for the building and all other real estate shall belong to Lessor. Any and all damages for loss of business or loss of leasehold shall belong to Lessee provided that Lessee's claim does not adversely affect Lessor's right to fully recover its damages resulting from the eminent domain. Additionally, should any taking by eminent domain have a material, adverse effect on Lessee or Lessee's parking or other use of the premises, then Lessee shall have the right to terminate this Lease forthwith, upon which no further rentals shall be due Lessor.

21. Attorney's Fees. In the event either party (the non-breaching party) hereto retains an attorney for enforcement of any of its rights hereunder or institutes legal proceedings against

the other (breaching party) for breach of any covenant of this lease, then the breaching party hereby agrees to pay all reasonable expenses incurred by the non-breaching party for attorney's fees, costs of court and expenses.

22. Assignment and Subletting. Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, the prior written consent of Lessor, which said consent shall not be unreasonably withheld. Lessee affirmatively agrees that it will not assign this Lease or sublease the Leased Premises to a lessee that does not enjoy reasonably good credit, nor to a lessee conducting an undesirable business to Lessor, in its sole discretion, or whose conduct or business would violate any existing exclusive right or covenant that Lessor may have granted to other lessees.

23. Estoppels. Lessee agrees, at any time and from time to time, upon not less than fifteen (15) days prior written notice from the Lessor, to execute, acknowledge, and deliver to the Lessor a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (ii) stating the dates to which the rent and other charges hereunder have been paid by the Lessee; (iii) stating whether or not the Lessor is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which Lessee may have knowledge; and (iv) stating the address to which notices to the Lessee shall be sent prior to the commencement of, or during the term of this Lease. Lessor shall, if requested by Lessee, deliver an estoppel certificate, in substance and form described above, relative to the status of this Lease.

24. Contingencies. None.

25. Notices. Any notices sent by and between the Lessor and Lessee shall be sent by certified mail, return receipt requested to the following addresses:

If to Lessor:

Prateek Gera
MCG Development, LLC
2505 Southwest Square
Jonesboro, Arkansas 72401

with a copy to:

Ronald S. Burnett, Jr., Esq.
Hurst & Burnett PLC
740 Southwest Drive
Jonesboro, Arkansas 72401

If to Lessee:

Samantha Meza Isidro Meza
El Vaquero LLC
3310 Southwest Dr Suite F
Jonesboro Arkansas 72404

with a copy to:

26. **Termination**. At the termination of the Lease, Lessee will restore the premises to its original condition, ordinary wear and tear excepted, and except for any permanent alterations previously approved by Lessor.

WITNESS THE SIGNATURES of the duly authorized and empowered representatives of Lessor and Lessee as of the date first written hereinabove.

LESSOR:

MCG Development, LLC

By: _____
Prateek Gera Carroll Caldwell

LESSEE:

El Vaquero LLC

By: _____ _____
Samantha Meza Isidro Meza

ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Craighead

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2025, within my jurisdiction, the within named Prateek Gera, who acknowledged that he is an authorized member of **MCG Development, LLC**, an Arkansas limited liability company, and that in said representative capacity, he executed the above and foregoing instrument after first having been authorized so to do.

_____
Notary Public

My Commission Expires:

05-11-2030

PAIGE PRESLAR
Notary Public-Arkansas
Craighead County
My Commission Expires 05-11-2030
Commission # 12710775

ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Craighead

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of June, 2025, within my jurisdiction, the within named Carroll Caldwell, who acknowledged that he is an authorized member of **MCG Development, LLC**, an Arkansas limited liability company, and that in said representative capacity, he executed the above and foregoing instrument after first having been authorized so to do.

Paige Preslar
Notary Public

05-11-2030

PAIGE PRESLAR
Notary Public-Arkansas
Craighead County
My Commission Expires 05-11-2030
Commission # 12710775

ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Craighead

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of June, 2025, within my jurisdiction, the within named Samantha Meza, who acknowledged that he is an authorized member of **El Vaquero LLC**, an Arkansas limited liability company, and that in said representative capacity, he executed the above and foregoing instrument after first having been authorized so to do.

05-11-2030

Paige Preslar
Notary Public

PAIGE PRESLAR
Notary Public - Arkansas
Craighead County
My Commission Expires 05-11-2030
Commission # 12510725

ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Mayes

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of June, 2025, within my jurisdiction, the within named Isidro Meza, who acknowledged that he is an authorized member of **El Vaquero, LLC**, an Arkansas limited liability company, and that in said representative capacity, he executed the above and foregoing instrument after first having been authorized so to do.

Notary Public

ELIZABETH DAVEY
Notary Public - State of Oklahoma
Commission Number 20013390
My Commission Expires Oct 29, 2028

AMENDMENT TO
LEASE AGREEMENT

WHEREAS, El Vaquero LLC ("EV") is the tenant under that certain Lease Agreement (the "Lease") executed and delivered in favor of MCG Development LLC ("MCG") entered into on June 24, 2025; and

WHEREAS, MCG is the Landlord pursuant to the Lease; and

WHEREAS, the Lease provides that EV cannot assign or sublet the premises without prior approval of MCG; and

WHEREAS, EV has created an affiliate, Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc. ("EA"), to hold a permit(s) and to serve alcohol at the Leased Premises (as defined in the Lease); and

WHEREAS, upon EA's lawful approval and acquisition of an alcohol permit, the parties desire to authorize EA to conduct its business at the Leased Premises strictly in accordance with the permit(s) lawfully obtained; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. Modifications.

1. The definition of "Lessee" in the introductory paragraph shall be amended to include EA as a lessee under the Lease.

B. Additional Provisions.

1. All references to the term "Lessee" in the Lease shall include both EV and EA.

2. Each signatory signing on behalf of any entity hereby represents and warrants to all parties hereto that such signatory is duly authorized on behalf of such entity (or entities) to execute this Agreement and bind the entity (or entities) to the terms hereof.

C. General.

1. The remaining terms and conditions of the Lease not otherwise affected by this amendment are adopted and incorporated herein by reference, and said remaining terms and conditions shall remain in full force and effect. In the event of any conflict between the Lease and this Amendment to Lease Agreement, the terms of this Amendment to Lease Agreement shall control.

2. This Amendment to Lease Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. This Amendment to Lease Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the parties other than those set forth in the Agreement or this Amendment to Lease Agreement.

APPROVED:

TENANT:

EL VAQUERO LLC

By: _____

Its: Samantha Meza

ENCOURAGING ADVANCEMENT, INC.
d/b/a BLAZING BUFFALO SPORTS GRILL, INC.

By: _____

Its: Samantha Meza

LANDLORD:

MCG DEVELOPMENT, LLC, an Arkansas limited liability company

By: **GERA DEVELOPMENT LLC**

By: _____
Prateek Gera, authorized member

By: **MSM SOUTHERN HILLS HOLDINGS LLC**

By: _____
Matthew Millerd, authorized member

UNIT NO.: 3310 Southwest Drive, Suite F, Jonesboro, Arkansas

TENANT: Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc.

Landlord: MCG Development LLC

Term: Fifteen (15) Years (09/24/2025 - 09/24/2040)

SECOND AMENDMENT TO LEASE AGREEMENT

AMENDMENT TO LEASE AGREEMENT (the "Second Amendment"), made this 29th day of June, 2026, by and among MCG Development LLC ("Landlord"), and Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc., an Arkansas Non-Profit Corporation, ("Tenant").

WITNESSETH;

WHEREAS, MCG Development LLC is the Landlord under a certain Lease dated May 1, 2024 (the "Lease"); and

WHEREAS, Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc., is now the Tenant under the Lease by assignment dated on or about June 24, 2025; and

WHEREAS, the parties are desirous of amending the Lease, to add a provision to the Lease to specifically allow for the operation of a private club on the Premises;

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

1. AMENDMENT TO LEASE. The Lease, and all amendments thereto, shall be hereby solely amended as follows:

(a) the stated Purpose of the business shall be modified as follows: Lessor and Lessee agree that the Premises shall be used for the purpose of a private club restaurant and for the entertainment of its members and the member's guests. Lessee hereby covenants that the

Premises, including all buildings and improvements thereon, shall during the Term of this Lease be used only and exclusively for lawful purposes, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Arkansas or the ordinances or laws of the City of Jonesboro;

2. LIMITED AMENDMENT. All portions, parts, words, items, terms, and conditions of the Lease, Lease Assignment and Amendment to Lease, shall remain unamended and the same as originally executed, except for those changes made expressly and specifically herein. In the event of a dispute between the terms of this Amendment and the Lease, the terms of this Amendment shall control.

3. SEVERABILITY. Each paragraph of this Amendment is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

4. INTERPRETATION. This Amendment shall be interpreted according to and enforced under the laws of the State of Arkansas.

5. LEGAL FEES. In the event that any party shall employ legal counsel to protect their rights under this Amendment, or to enforce any term or provision hereof, the party prevailing in any such action shall have the right to recover from the other party all of its reasonable attorney's fees and expenses incurred.

6. FURTHER ASSURANCES. The parties agree that from time to time hereafter, upon request, each of them will execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Second Amendment.

7. SUCCESSION. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

8. ENTIRE AGREEMENT. This Amendment contains the entire agreement of the parties hereto, and no oral or written agreement other than this Second Amendment, the Lease, Amendment to Lease Agreement and the Lease Assignment incorporated by reference and amended herein, shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

MCG DEVELOPMENT LLC

BY: GERA DEVELOPMENT LLC

By: _____
Prateek Gera

BY: MSM SOUTHERN HILLS HOLDINGS LLC

By: _____
Matthew Millerd

ENCOURAGING ADVANCEMENT, INC.
d/b/a Blazing Buffalo Sports Grill, Inc.

By: _____
Samantha Meza

By: _____
Isidro Meza

F:\WP60\Meza - Private Club Permits\Blazing Buffalo Jonesboro\Amendment to Lease Agmt.wpd

ASSIGNMENT OF LEASE

The undersigned, El Vaquero, LLC hereby assigns and transfers to Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc., its interest in a lease dated June 24, 2025, executed and delivered by El Vaquero, LLC, as Lessee and MCG Development, LLC, as Lessor, subject to all of the terms and conditions contained in such lease and for the balance of the term thereof. Such lease pertains to the property located at 3310 Southwest Drive, Suite F, Jonesboro, Arkansas.

To have and to hold the same for the remainder of the term therein provided.

And I covenant that the leased premises are free from any and all encumbrances created or permitted by me except as herein stated or as provided in the lease.

The personal guarantee previously executed shall also apply to Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc.

Witness my hand this 29th day of June, 2026.

El VAQUERO, LLC

By: _____
Samantha Meza

ENCOURAGING ADVANCEMENT, INC.
d/b/a Blazing Buffalo Sports Grill, Inc.

By: _____
Samantha Meza

By: _____
Isidro Meza

APPROVAL OF ASSIGNMENT OF LEASE

The undersigned, El Vaquero, LLC hereby assigns and transfers to Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc., its interest in a lease dated June 24, 2025, executed and delivered by El Vaquero, LLC, as Lessee and MCG Development, LLC, as Lessor, subject to all of the terms and conditions contained in such lease and for the balance of the term thereof. Such lease pertains to the property located at 3310 Southwest Drive, Suite F, Jonesboro, Arkansas.

To have and to hold the same for the remainder of the term therein provided.

However, the personal guarantee previously executed shall remain in full force and effect as shall El Vaquero, LLC's liability. The approval of this assignment by El Vaquero, LLC to Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc. shall not have any effect upon the liability of El Vaquero, LLC or of the personal guarantors all of whom shall remain fully and completely liable as if this assignment never occurred. Finally, Encouraging Advancement, Inc. d/b/a Blazing Buffalo Sports Grill, Inc. shall also be liable as if it was the original Lessee on such lease.

Witness my hand this 29th day of June, 2026.

MCG DEVELOPMENT LLC

BY: GERA DEVELOPMENT LLC

By: _____
Prateek Gera

BY: MSM SOUTHERN HILLS HOLDINGS LLC

By: _____
Matthew Millerd

ENCOURAGING ADVANCEMENT, INC.
d/b/a Blazing Buffalo Sports Grill, Inc.

By: _____
Samantha Meza

By: _____
Isidro Meza

Encouraging Advancement, Inc.
d/b/a Blazing Buffalo Sports Grill, Inc.
Membership List

	A	B	C	D	E	F
1	**First Name**	**Last Name**	**Street**	**City**	**State**	**Zip**
2	Jenn	Adams	4301 Aggie Road	Jonesboro	AR	72401
3	Devon	Alcorn	1308 Santa Fe	Jonesboro	AR	72401
4	Haley	Alsup	956 CR 940	Brookland	AR	72417
5	Hector	Alsup	108 Wright	Manila	AR	72442
6	Robin	Ashburn	6315 CR 928	Lake City	AR	72437
7	Shelley	Barkley	101 Ethan	Brookland	AR	72417
8	Tracy	Beck	916 CR 703	Jonesboro	AR	72405
9	Brian	Binder	4413 Willow Ridge Dr	Jonesboro	AR	72405
10	Angela	Black	3103 Caraway St	Jonesboro	AR	72405
11	Joseph	Blevins	3421 Valencia Dr	Jonesboro	AR	72405
12	Stacy	Bloom	5127 Kara Dr	Jonesboro	AR	72405
13	Jaci	Bobbitt	4204 Sydney Cv	Jonesboro	AR	72405
14	Isela	Bowman	633 CR 928	Lake City	AR	72437
15	Christian	Brandenburg	768 CR 714	Jonesboro	AR	72401
16	Mariano	Braswell	2513 Jeanne McQueen Pl	Jonesboro	AR	72401
17	Jose	Brown	1304 Medallion Cr	Jonesboro	AR	72404
18	Jacob	Burnett, Jr.	2120 Manchester Dr	Jonesboro	AR	72405
19	Brian	Caldwell	1020 CR 751	Jonesboro	AR	72405
20	Adela	Chamberlaun	1105 Kimberly Dr	Jonesboro	AR	72405
21	Aaron	Chamberlin	4201 Lochmor Cr	Jonesboro	AR	72405
22	Gunnar	Cooper	4941 Winged Ft	Jonesboro	AR	72405
23	Olivia	Copeland	1304 Medallion Cr	Jonesboro	AR	72404
24	Angie	Cortez	3420 Village Meadow	Jonesboro	AR	72405
25	Diane	Craig	902 Oriole Dr	Jonesboro	AR	72405
26	Elizabeth	Crawford	107 Clark Cv	Brookland	AR	72417
27	Rita	Davidson	115 Chapman St	Leachville	AR	72438
28	Bill	Davis	1503 Winchester Dr	Jonesboro	AR	72401
29	Juan	Davis	1500 McNatt Dr Apt 1	Brookland	AR	72417
30	Jessica	Dhane	PO Box 441	Brookland	AR	72417
31	Lauren	Diamond	2403 Greenbriar	Jonesboro	AR	72401
32	Angela	Edison	3101 Camryn St	Jonesboro	AR	72401
33	Haylee	Estrada	317 Prospect Farm Ln	Jonesboro	AR	72405
34	Amanda	Friend	PO Box 163	Brookland	AR	72417
35	Kenneth	Fry	180 CR 456	Jonesboro	AR	72404
36	Benito	Futrell	728 W Court St	Paragould	AR	72450
37	Alexis	Garcia	901 N 11th Ave	Paragould	AR	72450
38	Pedro	Gatlin	2406 S 22nd St	Paragould	AR	72450
39	Maria	Gauto	500 Monatt Dr Apt 5	Brookland	AR	72417
40	Rick	Gera	379 CR 712	Jonesboro	AR	72405
41	Thomas	Gibbs	770 CR 796	Jonesboro	AR	72405
42	Jesse	Gibson	1603 Sand Ave	Paragould	AR	72450
43	Ross	Glasgow	402 Thurman St	Brookland	AR	72417
44	Pamela	Glasgow	102 Ellis Dr	Brookland	AR	72417

Encouraging Advancement, Inc.
d/b/a Blazing Buffalo Sports Grill, Inc.
Membership List

	A	B	C	D	E	F
1	**First Name**	**Last Name**	**Street**	**City**	**State**	**Zip**
45	David	Glassow	725 Parkview St	Jonesboro	AR	72401
46	Austin	Gully	5778 CR 745	Jonesboro	AR	72401
47	Ashley	Guthrie	3109 Meador Rd	Jonesboro	AR	72401
48	Jim	Hall	1514 N Oak	Brookland	AR	72417
49	Julia	Hamilton	5813 Pacific Rt	Jonesboro	AR	72401
50	Jose	Hardin	2339 CR 945 Apt A	Jonesboro	AR	72401
51	Josh	Hart	107 Cameron Ave	Brookland	AR	72417
52	David	Heckethurn	11558 Hwy 49 N	Marmaduke	AR	72443
53	Tommy	Hernandez	4969 Greene 707 Rd	Paragould	AR	72450
54	Robert	Herring	1607 Heather Ridge	Jonesboro	AR	72401
55	Dustin	Hogan	400 Thurman St	Brookland	AR	72417
56	Jimmy	Holt	107 Shelly St	Bono	AR	72416
57	Justin	Howell	1214 Blankenship Rd	Jonesboro	AR	72401
58	Charles	Hydrick	847 CR 204	Jonesboro	AR	72404
59	Lindsay	Jigst	1400 S Madison St	Jonesboro	AR	72404
60	Brandon	Johnson	4068 Greene Rd 305	Bono	AR	72416
61	Kimberly	Junyor	4042 Greene Rd 305	Bono	AR	72416
62	Bradley	Junyor	111 Anderson St	Brookland	AR	72417
63	Danny	Kaneko	4002 Cobblestone Cr	Jonesboro	AR	72405
64	Judd	Kemp	2902 High Meadow	Jonesboro	AR	72404
65	Maeli	Kirby	4107 Cornerstone Dr	Jonesboro	AR	72405
66	David	Larson	118 Harper Dr	Brookland	AR	72417
67	Sherry	Lewis	4224 Villa Cv	Jonesboro	AR	72405
68	Wayne	Liles	104 Clinton Dr	Brookland	AR	72417
69	Jerry	Little	165 CR 771	Jonesboro	AR	72405
70	Phillip	Loanido	3002 Cambridge	Paragould	AR	72450
71	Susan	Lopez	305 Greene 7242 Rd	Paragould	AR	72450
72	C.W.	Lopez	2890 CR 762	Jonesboro	AR	72405
73	Meredythe	Lopez	10772 Hwy 49 N	Brookland	AR	72417
74	Tristan	Lowery	3019 Flemon Rd	Jonesboro	AR	72404
75	Claira	Mancilla	4103 Tealwood	Jonesboro	AR	72405
76	David	Martin	100 Nelms	Brookland	AR	72417
77	Scott	McDonald	293 CR 787	Jonesboro	AR	72405
78	Eddie	Meza	200 Nettleton	Jonesboro	AR	72401
79	Michael	Meza	1207 E Country Club Terrace	Jonesboro	AR	72401
80	Cierra	Miles	2104 Brazos St	Jonesboro	AR	72401
81	Josh	Minton	1613 N Church	Jonesboro	AR	72401
82	Chase	Mondragon	2408 Sea Island	Jonesboro	AR	72404
83	Carroll	Montgomery	4600 Strawfloor	Jonesboro	AR	72404
84	Tina	Morris	308 Huntcliff	Jonesboro	AR	72404
85	Kathy	Moss	1404 Kaitlyn	Lake City	AR	72437
86	Sam	Needham	753 Sadie	Jonesboro	AR	72404
87	Autumn	Neff	905 Owens	Jonesboro	AR	72401

Encouraging Advancement, Inc.
d/b/a Blazing Buffalo Sports Grill, Inc.
Membership List

	A	B	C	D	E	F
1	**First Name**	**Last Name**	**Street**	**City**	**State**	**Zip**
88	Katherine	Nelson	2010 S Culberhouse	Jonesboro	AR	72401
89	Dillon	Nimmo	2010 S Culberhouse	Jonesboro	AR	72401
90	Becky	Nooker	425 Hwy 91 W	Bono	AR	72416
91	Sophia	Parke	459 Hwy 91 W	Bono	AR	72416
92	Heather	Parker	2511 CR 7182	Jonesboro	AR	72405
93	Zach	Poole	2601 Paradise Lane	Jonesboro	AR	72405
94	Kasey	Prine	202 Gulley	Brookland	AR	72417
95	Kimberly	Raburn	4408 Fow Meadow Lane	Jonesboro	AR	72404
96	John	Reece	6251 Alan Dr	Jonesboro	AR	72404
97	Larry	Reed	6006 Beaver Creek	Jonesboro	AR	72404
98	Marshall	Resendez	1916 Alex Dr	Jonesboro	AR	72401
99	MaryAnn	Reta Sr.	910 Poplar Ave	Jonesboro	AR	72401
100	Shane	Reyes	1900 Scenic Rd	Jonesboro	AR	72401
101	Connor	Rice	3019 Flemon Rd	Jonesboro	AR	72404
102	Ty	Ridley	1322 Hwy 349	Jonesboro	AR	72401
103	Noah	Robertson	2313 Sea Island	Jonesboro	AR	72404
104	Dillon	Robinson	5044 Rockport Dr	Jonesboro	AR	72404
105	Jon	Rowan	104 Cardinal St	Brookland	AR	72417
106	Michelle	Scavan	104 Cardinal St	Brookland	AR	72417
107	Chloe	Shaw	832 CR 940	Brookland	AR	72417
108	William	Shawn	832 CR 940	Brookland	AR	72417
109	Chris	Smith	1001 Arrowhead Farm Rd	Jonesboro	AR	72401
110	Chase	Sparks	461 CR 4035	Jonesboro	AR	72404
111	Julie	Spinks	3101 Bear Creek	Jonesboro	AR	72404
112	Taylor	Steele	3109 Springwood	Jonesboro	AR	72404
113	Rallow	Steverson	3015 Wood St	Jonesboro	AR	72404
114	Jacob	Strano	3015 Wood St	Jonesboro	AR	72404
115	Carl	Stroud	3709 Lakeview	Jonesboro	AR	72404
116	Robert	Tarach	703 Gladiolus Dr.	Jonesboro	AR	72404
117	Caitlin	Taylor	4310 Makala Lane #307	Jonesboro	AR	72404
118	Zack	Thielamier	4310 Makala Lane #307	Jonesboro	AR	72404
119	Bobbie	Thomas	5707 Boone St.	Jonesboro	AR	72404
120	Troy	Tippitt	5707 Boone St.	Jonesboro	AR	72404
121	Sam	Todd	311 Charleston Dr.	Cave City	AR	72521
122	Paden	Toombs	527 Greene 731	Jonesboro	AR	72401
123	Starlia	Tribble	3709 Keeneland	Jonesboro	AR	72401
124	Angela	Tribble	3101 Caraway Rd., Apt. C220	Jonesboro	AR	72401
125	Prateer	Turley	3709 Rachel Cove	Jonesboro	AR	72404
126	Ronald S.	Turley	3108 Lacoste	Jonesboro	AR	72404
127	Jason	Tyler	705 Stinnett Dr.	Jonesboro	AR	72404
128	Drew	Vaupel	802 West Lawson Rd.	Jonesboro	AR	72404
129	Keith	Vivar	6224 Alan Dr.	Jonesboro	AR	72404
130	Kate	Walton	5016 Adam Drive	Jonesboro	AR	72404

Encouraging Advancement, Inc.
d/b/a Blazing Buffalo Sports Grill, Inc.
Membership List

	A	B	C	D	E	F
1	**First Name**	**Last Name**	**Street**	**City**	**State**	**Zip**
131	Brandon	Walton	2315 N. Church St.	Jonesboro	AR	72401
132	Braden	Walton	2500 Paradise Hills Lane	Jonesboro	AR	72405
133	W. Scott	Warhurst	1510 Kitchen Ct.	Jonesboro	AR	72401
134	Matthew Brian	Wilkey	408 Silvrestone Dr.	Jonesboro	AR	72404
135	Trevor	Williams	2000 Mockingbird Lane	Paragould	AR	72450
136	Brittany	Winters	4357 Cypress Pointe	Jonesboro	AR	72405
137	Lynda	Winters	4357 Cypress Pointe	Jonesboro	AR	72405
138	Steve	Woodring	55 CR 715	Jonesboro	AR	72405
139	Jessica	Young	985 Hwy 139	Rector	AR	72461
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OFFICIAL RECEIPT

Receipt Date 07/29/2026 09:14 AM Receipt # 00278923
Receipt Print Date 07/29/2026 Batch # 00029.07.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	148.85
Detail:	
01-000-0150-00	
Proof of Publication Blazing	
Buff Sports Grill	148.85
Total	148.85

Payment Information:		
Check	8093	148.85
Change		0.00

Lyons & Cone P.L.C.
Customer #: 013225
P.O. Box 7044

Jonesboro, AR 72401

Cashier: ALCooksey
Station: ALCOOKSEY

Text File

File Number: ORD-26:027

Agenda Date: 8/4/2026 **Version:** 1 **Status:** First Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR MATAJI LLC d/b/a MY PLACE HOTEL JONESBORO, AR TO BE LOCATED AT 2905 GILMORE DRIVE, JONESBORO, ARKANSAS

WHEREAS, Mataji LLC, d/b/a My Place Hotel Jonesboro, AR, has applied for a private club permit to be located at 2905 Gilmore Drive, Jonesboro, Arkansas, for the purpose of conducting operations on such premises consistent with Arkansas law including, but not limited to, operating a hotel; and

WHEREAS, Mataji LLC, d/b/a My Place Hotel Jonesboro, AR, desires to receive approval from the City of Jonesboro, Arkansas, for the same; and

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

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

Mataji LLC, d/b/a My Place Hotel Jonesboro, AR's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club permit or license, to be located at 2905 Gilmore Drive, Jonesboro, Arkansas, and to conduct operations on such premises consistent with Arkansas law including, but not limited to, operating a hotel.

City of Jonesboro
Private Club Review and Conditions Form

Date 7-29-26

Address 2905 Gilmore

Applicant on Behalf of Club Dharmesh R. Das

Home Address 803 E. Lakeshore, Jonesboro AR

Business Name My Place Hotel

Business Address 2905 Gilmore

City of Jonesboro official use below this:

Police Department:

Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? _____

Comments: _____

Approve? Yes X No _____ Signature Chief of Police Kirk Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant _____ Hotel/Motel X
Hours of Operation? _____
Copy of menu for food service? Yes _____ No X
Zoning C-3

Approve? Yes X No _____ Signature Planning Director _____

City Clerk:

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

APPLICATION FOR ALCOHOL PERMIT

INSTRUCTIONS

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
   NOTE: FORMS MUST BE NOTARIZED.

APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).

2. Application fee is $250 and must be paid at the City Collector's Office at 300 S. Church Street, Jonesboro, Arkansas 72401 or by telephone (with a credit card, excluding American Express) at 870-932-3042. Proof of payment must be submitted with this application.

3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.

4. The following additional materials must be submitted with your application:

   a. A current list of names and addresses of the owners, principals (including but not limited to partners, officers, directors, managers, or other persons making decisions for the entity which are listed with the Arkansas Secretary of State, where applicable), and a signed "authority to release information form" from each listed person.

   b. The address where the business will be located. If the named entity does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the entity** must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

5. Once you have received the report from the Jonesboro Police Department, it is your responsibility to get this matter on the City Council agenda. To do so, you must take the report and an ordinance (prepared by you or your legal counsel) to the City Clerk's Office at 300 S. Church Street, Jonesboro, Arkansas. The City Clerk will advise you the cost involved in the publication of the ordinance and you are required to pay those costs before the ordinance will be placed on the agenda.

CITY OF JONESBORO

APPLICATION FOR ALCOHOL PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises.

Mataji LLC

NAME OF ENTITY

FEIN #

APPLICANT NAME: Dharmesh R Das
First Middle Last

HOME ADDRESS: 803 E LAKESHORE DR JONESBORO, AR 72401 CRAIGHEAD
Street City Zip County

BUSINESS NAME: MY PLACE HOTEL JONESBORO, AR

BUSINESS ADDRESS: 2905 GILMORE DR JONESBORO, AR 72401 CRAIGHEAD
Street City Zip County

Does the entity own the premises? YES, ENTITY OWNS PREMISE If leased, give name and address of owner:

Is your establishment primarily engaged in the business of serving food for consumption on the premises?
No. The business is an extended-stay hotel providing lodging to registered guests. Complimentary packaged snacks will be available during designated beer and wine service hours.

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.
Hotel. Beer and wine service for registered hotel guests only, limited to designated hospitality hours, with a two-drink limit, ID verification, no room delivery, no off-premises consumption, and no hard liquor.

Does anyone now hold an alcoholic beverage permit at this location? NO If so, give name, address and permit no(s).

Give names and addresses of all owners/principals listed with the Arkansas Secretary of State:

NAME	TITLE	ADDRESS
DHARMESH R DAS	MEMBER	803 E. LAKESHORE DR. JONESBORO, AR 72401
KISHAN D DAS	MEMBER	803 E. LAKESHORE DR. JONESBORO, AR 72401

Have any of the persons listed above been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES (NO) If yes, please explain -

Signed this 24th day of July, 2024.

Signature of Applicant/Managing Agent

MEMBER
Official Title

Subscribed and sworn to before me this 24th day of July, 2024.

Notary Public

My Commission Expires: 12-22-2031.

POLLY HARLAN
Comm. No. 12717208
NOTARY PUBLIC
My Comm. Exp. 12-22-2031
CRAIGHEAD CO., ARKANSAS

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name DHARMESH R DAS Sex ___ Date of Birth ___

2. Home Address 803 E. LAKESHORE DR. JONESBORO, AR 72401 Phone No. 870-530-2663
   Street City Zip

3. Are you a person of good moral character and reputation in your community? YES

4. Are you a **(CITIZEN)** or **(PERMANENT RESIDENT ALIEN)** of the United States? **CIRCLE ONE**
   Social Security No. ___ Green Card No. ___

5. Are you a resident of Craighead county? YES

   If not, do you live within 35 miles of the premises to be permitted? ___

6. Have you ever been convicted of a felony? **YES** ___ **NO** ✓ If so, give full information
   ___
   ___

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceding this application? YES (NO) If so, give full information. ___
   ___

8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this application? **YES** ___ **NO** ___ If so, give full information ___
   ___

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s)
   ___

10. Have you applied and been refused a permit at the applied for location within the last 12 months? NO
    If so, give full information ___
    ___

11. Marital Status: Single ( ) (Married ✓) Divorced ( ) Separated ( ) Other ( )

12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
WIFE	RENUKA DAS	803 E. LAKESHORE DR. JONESBORO, AR 72401	SELF EMPLOYED
SON	KISHAN DAS	803 E. LAKESHORE DR. JONESBORO, AR 72401	SELF EMPLOYED
DAUGHTER	SONALI DAS	11003 RAMP CREEK LANE SUGAR LAND, TEXAS 77498	OPTOMETRIST
BROTHER	KALPESH DAS	3904 TEAL DR. JONESBORO, AR 72401	SELF EMPLOYED

FATHER	RAMESH DAS	803 E. LAKESHORE DR. JONESBORO, AR 72401	RETIRED
MOTHER	ANSUYA PATEL	803 E. LAKESHORE DR. JONESBORO, AR 72401	RETIRED

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

(b) If so, who and in what capacity? KISHAN DAS, OPERATIONS/GENERAL MANAGER

13. Give your home address (city or town) and dates at each for the past five (5) years:
803 E. LAKESHORE DR. JONESBORO, AR 72401

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
SELF EMPLOYED	DHARMESH DAS 803 E. LAKESHORE DR. JONESBORO, AR 72401	

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

DHARMESH R DAS, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 24th day of July, 2026.

Notary Public

My Commission Expires: 12-22-2031:

POLLY HARLAN NOTARY PUBLIC Comm. No. 12717208 My Comm. Exp. 12-22-2031 CRAIGHEAD CO., ARKANSAS

AUTHORITY TO RELEASE INFORMATION

Application filed by Applicant -A, Principal - P: A

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision is made on this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

DHARMESH R DAS
Signature – Full Name

24th July 2026
Date

803 E. LAKESHORE DR.
Home Address

JONESBORO ARKANSAS 72401
City State Zip

803 E. LAKESHORE DR.
Mailing Address

JONESBORO ARKANSAS 72401
City State Zip

870-530-2669 870-530-2669
Contact Phone Business Phone

DHARMESH DAS 1969 @ GMAIL.COM
Email Address

Subscribed and sworn to before me this 24th day of July, 2026.

Polly Harlan
Notary Public

My Commission Expires: 12-22-2031

POLLY HARLAN
Comm. No. 12717208
NOTARY PUBLIC
My Comm. Exp. 12-22-2031
CRAIGHEAD CO., ARKANSAS

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

State of Arkansas Arkansas State Police Identification Bureau

Last: **Das** First: **Dharmesh** Middle: **R**

Date of Birth: Sex: Race:

Social Security Number: *(not verified, supplied at time of request)*

Home/Mailing Address: **803 E. Lakeshore Dr Jonesboro, AR 72401**

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC004899981**

Date: **07/27/2026** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code Â§3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Alice Ford On Behalf of Alcoholic Beverage Control**

Representing: **Alcoholic Beverage Control**

Mailing Address: **101 East Capitol, Suite 401 Little Rock, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

Application for Criminal History Check
for Alcoholic Beverage Permit
A.C.A 3-2-103
(See other side for instructions)

Full Name: DAS (Last Name) DHARMESH (First Name) R (Middle Name)

All other names ever used (married names, maiden, shortened, etc)

Date of Birth: _____ (Month / Day / Year) State of Birth: _____ Race: _____ Sex: _____

Social Security #: _____ Driver's License #: _____ State

Mailing Address: 803 E. LAKESHORE DR. JONESBORO (Street / City) ARKANSAS (State) 72401 (ZIP)

Day Time Phone: 870-530-2669

I GIVE MY CONSENT FOR THE ARKANSAS STATE POLICE TO CONDUCT A CRIMINAL RECORD SEARCH ON MYSELF AND RELEASE ANY RESULTS TO THE FOLLOWING PERSON AND / OR ENTITY :

Name: DHARMESH DAS (Full Name of Agency) Phone: 870-530-2669

Mailing Address: 803 E. LAKESHOLE DR. JONESBORO (Street / City), ARKANSAS (State) 72401 (ZIP)

Signature _____ DHARMESH DAS (First / MI / Last Name) Date: 07/24/2026 (Month / Day / Year)

(NO REQUEST WILL BE PROCESSED WITHOUT A NOTARIZED SIGNATURE)

Subscribed and sworn to before me this 24th day of July, 2026.

Polly Harlan
Notary Public

My Commission Expires: 12-22-2031

POLLY HARLAN
Comm. No. 12717208
NOTARY PUBLIC
My Comm. Exp. 12-22-2031
CRAIGHEAD CO., ARKANSAS

This applicant has paid for an Arkansas State and Federal background check. This payment does not include any fingerprinting fees required by an authorized fingerprint harvester/Livescan operator.

****APPLICANT: Present this sheet to the Harvester/Livescan operator for fingerprint submission purposes only.**

When fingerprint capture has been completed, send a copy of this completed form back to the agency requesting the background.

FINGERPRINT HARVESTER / LIVESCAN PAYMENT CONFIRMATION FORM

1. Transaction Control Number (Confirmation Number)			
ABC004899981			
2. Reason Fingerprinted (RFP)			
ACA 3-2-103			
1a. Last Name	1b. First Name	1c. Middle Initial	1d. Suffix
Das	**Dharmesh**	**R**	
4. Date of Birth (MM/DD/YYYY)			

Harvester (LiveScan) Information:
Type or clearly print information in all fields at the time of fingerprinting

1. Date Fingerprinted	2. Type of Picture ID Presented DL (If DL complete the following) State: AR DL# 916581542
07-29-26	
3. Harvester (LiveScan) Facility Name	4. Harvester (LiveScan) Operator Telephone Number
AR Livescan	479-226-3337
5. Harvester (LiveScan) Operator Name Printed	6. Harvester (LiveScan) Operator Signature
Abigail Bradley	Abigail Bradley

Under penalty of A.C.A. § 5-53-103, I, the undersigned, hereby affirm that all information contained on this application is true and correct. I understand that giving a false statement or submitting a false document will subject me to criminal prosecution, preclude future Arkansas Private Investigator, Security, Alarm Installation, and Monitoring license, commission, or credential issuance, and/or immediate revocation of any license, commission, or credential already issued by the Department. Information contained on this form is considered a public record and may be released under the Freedom of Information Act.

I understand that the Arkansas State Police will conduct a thorough background investigation before rendering a final decision regarding my eligibility for a License, Commission and/or Credential and this investigation may include, but not be limited to, inquiries as to my abilities, character, reputation, criminal record, and past employment record.

To facilitate this investigation, I do, hereby, give my consent and authority for any educational institution, hospital, mental institution, including specifically the Arkansas State Hospital and Veterans Administration Hospital, medical doctor, police agencies, the Arkansas Crime Information Center, Federal Bureau of Investigation, National Crime Information Center, Interstate Information Index, credit reporting agencies, former employers, and former business associates to furnish information from their records to the Arkansas State Police. I do, hereby, give my consent and authority that any information (including sealed or expunged criminal history) and/or evidence gathered or received by the aforementioned agencies may be submitted to any court, board, or commission in open hearing or court in any judicial or administrative proceeding.

With regard to any credit reporting agencies which might be contacted by the Arkansas State Police, I understand that I may inquire as to the identification of those credit reporting agencies contacted, and the Arkansas State Police will advise me as to the identity and the nature and scope of information they furnished.

PRINT FULL NAME: DHARMESH R DAS

SIGNATURE: [signature] **DATE:** 7/29/2026

APPLICANT RECORD NOTIFICATION

Notification: *Fingerprints submitted will be used to check the criminal history records of the FBI.*

Obtaining Copy: *Procedures for obtaining a copy of FBI criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.30 through 16.33 or go to the FBI website at http://www.fbi.gov/about-us/cjis/background-checks.*

Change, Correction, or Updating: *Procedures for obtaining a change, correction, or updating of an FBI criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.*

Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Rev. February 2019

REVISED 7-13-2021

Arkansas GovPay

Your Receipt

PURCHASE RECEIPT

Arkansas State Police Lobby
ASP Cashier's Office

One State Police Plaza Drive
Little Rock AR 72209
(501)618-8306
sandy.carter@asp.arkansas.gov
OTC Local Ref ID: 150915222
7/27/2026 04:19 PM

Status:	**APPROVED**
Customer Name:	DAS/KISHAN
Type:	AmericanExpress
Credit Card Number:	**** **** **** 1005

Items	Location	Quantity	TPE Order ID	Total Amount
82005 State 25.00	ASP Cashier's Office	1	145397234	$25.00
80012 FBI 10.00	ASP Cashier's Office	1	145397234	$10.00
80006 FBI 2.00	ASP Cashier's Office	1	145397234	$2.00
Total remitted to the Arkansas State Police Lobby				$37.00
Arkansas total amount charged				$39.00

Signature

OFFICIAL RECEIPT

Receipt Date 07/29/2026 12:01 PM Receipt # 00278936
Receipt Print Date 07/29/2026 Batch # 00129.07.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	250.00
Detail:	
01-134-0517-00	
Alcohol Application Fee - 290	
5 Gilmore / My Place Hotel	250.00
Total	250.00

Payment Information:

Credit Car 5621	250.00
Change	0.00

Dharmesh R Das
Customer #: 000000
870-530-2669
803 E Lakeshore Dr
Jonesboro, AR 72401-

Cashier: TJGeror
Station: TJGEROR

OFFICIAL RECEIPT

Receipt Date 07/30/2026 08:06 AM
Receipt Print Date 07/30/2026

Receipt # 00278942
Batch # 00130.07.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	142.35
Detail:	
01-000-0150-00	
Proof of Publication My Place Hotel	142.35
Total	142.35
Payment Information:	
Credit Car 5621	142.35
Change	0.00

My Place Hotel
Customer #: 000000

,

Cashier: ALCooksey
Station: COCHAA0070

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

07/30/26 8:06 AM

TERM ID: *****705 ***1
CHIP READ INSERT
CARD TYPE: VISA
AID LABEL: CHASE VISA
AID: A0000000031010
ACCT #: ************5621

CREDIT SALE

REF #: 1648128570 TRAN #: 0662
AUTH #: 08786G

DESCRIPTION: _____

AMOUNT USD $142.35

APPROVED

X _____
DAS/KISHAN

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

ARQC: C9D51CDCBBD446EB
TVR : 0080008000
TSI : E800

MERCHANT COPY

Text File

File Number: ORD-26:020

Agenda Date: **Version:** 1 **Status:** Second Reading

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

AN ORDINANCE AMENDING APPENDIX 7 OF THE STORMWATER DRAINAGE DESIGN MANUAL

WHEREAS, the City Council adopted The Stormwater Drainage Design Manual on December 18, 2008 (ORD-08:099);

WHEREAS, Appendix 7, ADEEQ Permit No. ARR150000 of the Stormwater Drainage Manual, will expire on October 31, 2026 and an updated version for adoption has been provided by ADEEQ.

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

Section 1. That Appendix 7, ADEEQ Permit No. ARR150000 of the Stormwater Drainage Design Manual, is replaced in its entirety with an updated copy of the permit (attached).

Section 2: That the Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to adopt the above referenced amendment to the Stormwater Drainage Design Manual.

AUTHORIZATION TO DISCHARGE STORMWATER UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM AND THE ARKANSAS WATER AND AIR POLLUTION CONTROL ACT

In compliance with the provisions of the Arkansas Water and Air Pollution Control Act (Ark. Code Ann. 8-4-101 et seq.) and the Clean Water Act (33 U.S.C. 1251 et seq.), an

Operator of Facilities with Stormwater Discharges Associated with Construction Activity

is authorized to discharge to all receiving waters except as stated in Part I.B.11 (Exclusions).

For large construction sites that are eligible for coverage under this Construction General Permit (CGP), the Arkansas Department of Energy and Environment - Division of Environmental Quality (DEQ), Office of Water Quality will provide a Notice of Coverage (NOC) with a tracking permit number that starts with ARR15 and a copy of the permit to the facility. The cover letter includes DEQ's determination that a facility is covered under the CGP and may specify alternate requirements outlined in the permit.

Small construction sites eligible for coverage under this CGP will be considered to have automatic coverage under this CGP and shall follow the permit requirements outlined in Part I.B.6.

Effective Date: November 1, 2026

Expiration Date: October 31, 2031



Stacie R. Wassell
Deputy Director, Office of Water Quality
Arkansas Department of Energy and Environment
Division of Environmental Quality

January 6, 2026
Issue Date

PART I
PERMIT REQUIREMENTS

Information in **Part I** is organized as follows:

Section A: Definitions with Included Commentary
Section B: Coverage Under this Permit:

1. Permitted Area
2. Eligibility
3. Responsibilities of the Operator
4. Where to Submit
5. Requirements for Qualifying Local Program (QLP)
6. Requirements for Coverage
7. Notice of Intent (NOI) Requirements
8. Posting Notice of Coverage (NOC)
9. Applicable Federal, State, or Local Requirements
10. Allowable Non-Stormwater Discharges
11. Limitations on Coverage (Exclusions)
12. Short Term Activity Authorization (STAA)
13. Effluent Limitation Guidelines (ELG)
14. Natural Buffer Zones
15. Waivers from Permit Coverage
16. Notice of Termination (NOT)
17. Responsibilities of the Operator of a Larger Common Plan of Development or Sale
18. Change in Operator
19. Late Notifications
20. Failure to Notify
21. Maintenance
22. Releases in Excess of Reportable Quantities
23. Attainment of Water Quality Standards After Authorization
24. Requiring an Individual Permit

SECTION A: DEFINITIONS WITH INCLUDED COMMENTARY

1. **"PC&EC"** means the Arkansas Pollution Control and Ecology Commission.

2. **"Automatic Coverage"** means the method of coverage for a small construction site.

3. **"Best Management Practices (BMPs)"** means the schedules of activities, prohibitions of practices, maintenance procedures, and other management practices aimed at preventing or reducing the discharge of pollutants into waters of the state. BMPs also include treatment requirements, operational procedures, and measures designed to control construction site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage areas. According to the EPA BMP manual, the use of hay bales in concentrated flow areas is not recommended as a BMP.

4. **"Cognizant Official"** means a duly authorized representative, as defined in Part II.B.9.B.

5. **"Commencement of Construction Activities"** means the initial disturbance of soils (or breaking ground) associated with clearing, grading, excavating, or other construction-related activities (e.g., grubbing, stockpiling of fill material or placement of raw materials on-site).

6. **"Contaminant"** means a substance that, when entering an MS4, waters of the state, or waters of the United States, may cause or contribute to a violation of Arkansas water quality standards.

7. **"Construction Activities"** means the earth-disturbing activities, such as clearing, grading, and excavation of land, along with other construction–related activities (e.g., stockpiling of fill material or placement of raw materials on-site) that could lead to the generation of pollutants.

8. **"Construction Site"** means the area where one or more land-disturbing construction activities occur that, in total, will disturb one (1) acre or more of land. This includes areas that are part of a larger common plan of development or sale, where smaller areas of less than one acre may have multiple, separate, and distinct land-disturbing construction activities occurring at different times and on different schedules, but under one plan, such that the total disturbed area is one (1) acre or more.

9. **"Construction Support Activity"** means construction-related activity that directly supports the construction activity and involves earth disturbance of pollutant-generating activities of its own. This can include, but is not limited to, activities associated with concrete or asphalt batch plants, equipment staging yards, materials storage areas, excavated material disposal areas, and borrow areas.

10. **"CWA"** means the Clean Water Act or the Federal Water Pollution Control Act.

11. **"Department"** means the Arkansas Department of Energy and Environment.

12. **"DEQ"** or **"Division"** means the Arkansas Department of Energy and Environment – Division of Environmental Quality. The Division is the governing authority for the National Pollutant Discharge Elimination System (NPDES) program in the state of Arkansas.

13. "Detention Basin" means an area where excess stormwater is temporarily stored or held and then slowly drains as water levels in the receiving channel recede. In essence, the water in a detention basin is detained until there is sufficient capacity in the receiving channel.

14. "Director" means the Director of the Division of Environmental Quality, or a designated representative.

15. "Discharge" when used without qualification, means the "discharge of a pollutant".

16. "Disturbed Area" means the total area of the site where any construction activity is expected to disturb the ground surface. This includes any activity that could increase the rate of erosion, such as clearing, grubbing, grading, excavation, demolition activities, haul roads, or areas used for staging. Also included are stockpiles of topsoil, fill material, and any other stockpiles with the potential to create additional runoff.

17. "Drainageway" means an open linear depression, either constructed or natural, that functions to collect and drain surface water.

18. "Duly Authorized Representative" means a representative of the Responsible Official meeting the requirements specified in Part II.B.9.B.

19. "Eligible" means meeting the necessary qualifications to receive authorization for stormwater discharge under this general permit.

20. "Erosion" means the process by which the land's surface is worn away by the action of wind, water, ice, or gravity.

21. "ERW" means Extraordinary Resource Water, in accordance with PC&EC Rule 2, now codified at 8 CAR Part 21.

22. "ESW" means Ecologically Sensitive Waterbodies, in accordance with PC&EC Rule 2, now codified at 8 CAR Part 21.

23. "Facility" or **"Activity"** means any NPDES "point source" or any other facility or activity (including land and appurtenances) that is subject to regulation under the NPDES program.

24. "Final Stabilization" means

A. All soil-disturbing activities at the site have been completed, and one of the following criteria is met:

    1) A uniform perennial vegetative cover (i.e., evenly distributed and without large bare areas) with a density of 80% or more of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or
    2) Equivalent permanent stabilization measures (e.g., riprap or gabions) have been employed.

B. When background native vegetation covers less than 100% of the ground (e.g., in arid areas or on beaches),

the 80% coverage criteria is adjusted as follows: if the native vegetation covers 50% of the ground, then 80% of 50% (0.80 x 0.50 = 0.40) would require a total cover of 40% final stabilization. In the case of a beach with no natural vegetation, no stabilization is required.

C. For individual lots in residential construction, final stabilization means that either:

1) The homebuilder has completed final stabilization as specified above, or
2) The homebuilder has established temporary stabilization, including perimeter controls for an individual lot, prior to occupation of the home by the homeowner and has informed the homeowner of the need for, and benefits of, final stabilization.

D. For construction projects on land used for agricultural purposes (e.g., pipelines across crop or rangeland, or staging areas for highway construction), final stabilization may be achieved by returning the disturbed land to its pre-construction agricultural use. Areas that were disturbed and not previously used for agricultural activities, such as buffer strips immediately adjacent to "waters of the state," and areas which are otherwise not being returned to their pre-construction agricultural use, shall meet the final stabilization criteria in A, B**,** or C above.

25. "Grading Activities" as used in this CGP, means actions that disturb the surface layer of the ground to change the contour, surface drainage pattern, or any other slope characteristics of the land without significantly adding or removing on-site rock, soil, or other materials. This can include demolition, excavation, and filling.

26. "Impaired Water" means a waterbody listed in the current, approved Arkansas 303(d) list.

27. "Infrastructure" means streets, drainage systems, curbs, utilities, and related facilities.

28. "Landscaping" means the enhancement of the natural beauty of a piece of land (e.g., the entrance to a subdivision) through plantings or alterations to the contours of the ground.

29. "Large Construction Site" means a construction site where activities such as clearing, grading, and excavation occur, and the total land disturbance is five (5) or more acres. Large construction activity also includes disturbances of less than five (5) acres that are part of a larger common plan of development or sale, where the larger plan will ultimately disturb five (5) or more acres. See Part I.B.15 for partial waivers.

30. "Larger Common Plan of Development or Sale" means a contiguous area (sharing a boundary or edge; adjacent; touching) where multiple distinct construction activities may occur at different times and on different schedules under one (1) plan. Such a plan might consist of many small projects (e.g., a common plan for a residential subdivision that lays out streets, house lots, and areas for parks, schools, and commercial development that the developer plans to build or sell to others for development). All these areas remain part of the common plan of development or sale.

The following items can be used as guidance for determining what may or may not be considered a "Common Plan of Development or Sale." The "plan" in a common plan of development or sale is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary

signs, lot stakes, surveyor markings, etc.) indicating that construction activities may occur on a specific plot. The applicant shall still meet the definition of operator to be required to obtain permit coverage, regardless of the acreage personally disturbed.

If a smaller project (i.e., less than 1 acre) is part of a larger common plan of development or sale (e.g., building a residential home on a ½-acre lot in a 40-acre subdivision or establishing a fast-food restaurant on a ¾-acre pad that is part of a 20-acre retail center), permit coverage is required.

31. "Losing Stream Segment" means a stream segment that begins at the point of existing or proposed discharge and extends two (2) miles downstream, contributing thirty percent (30%) or more of its flow at a 7Q10 flow or one (1) cfs, whichever is greater, through natural processes such as permeable subsoil or cavernous bedrock into an aquifer.

32. "Natural Buffer" means an area of undisturbed natural cover surrounding waters of the state, for purposes of this permit. Natural cover includes vegetation, exposed rock, or barren ground that exists prior to the commencement of construction activities at the site.

33. "NOC" means Notice of Coverage.

34. "NOI" means a Notice of Intent to be covered by this permit.

35. "NOT" means a Notice of Termination.

36. "NSW" means a Natural and Scenic Waterways, in accordance with PC&EC Rule 2, now codified at 8 CAR Part 21.

37. "Operator/Permittee" for the purpose of this CGP and in the context of stormwater associated with construction activity, means any person(s), an individual, association, partnership, corporation, municipality, state or federal agency, associated with a construction project that has financial and operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; additionally, the Division may require any person(s), an individual, association, partnership, corporation, municipality, state or federal agency, associated with a construction project that has day-to-day operational control of those activities at a project that are necessary to ensure compliance with the permit conditions to be named as a co-permittee.

In addition, for purposes of this CGP and determining who is an operator, ''owner'' refers to the party that owns the structure being built. Ownership of the land where construction is occurring does not necessarily imply the property owner is an operator (e.g., a landowner whose property is being disturbed by construction of a gas pipeline or a landowner who allows a mining company to remove dirt, shale, clay, sand, gravel, etc. from a portion of his property). Likewise, if the erection of a structure has been contracted for, but possession of the title or lease to the land or structure is not to occur until after construction, the would-be owner may not be considered an operator (e.g., having a house built by a residential homebuilder).

38. "Outfall" means a point source where stormwater leaves the construction site.

39. "Owner" means the owner or operator of any "facility or activity" subject to regulation under the NPDES program. For the purposes of this CGP and determining who is an operator, "owner" also refers to the party that owns the structure being built. Ownership of the land where construction is occurring does not necessarily imply that the property owner is an operator (e.g., a landowner whose property is being disturbed by the construction of a gas pipeline). Likewise, if the erection of a structure has been contracted, but possession of the title or lease to the land or structure is not to occur until after construction, the prospective owner may not be considered an operator (e.g., having a house built by a residential homebuilder).

40. "Physically Interconnected" means that one municipal separate storm sewer system (MS4) is connected to a second municipal separate storm sewer system in a manner that allows for direct discharges into the second system.

41. "Point Source" means any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel, or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

42. "Qualifying Local Program" means a municipal program for stormwater discharges associated with construction sites that has formally been approved by DEQ.

43. "Qualified Personnel" means a person knowledgeable in the principles and practice of erosion and sediment controls, possessing the skills to assess conditions at the construction site that could impact stormwater quality and evaluate the effectiveness of any sediment and erosion Best Management Practices implemented to manage the quality of stormwater discharges from the construction activity.

44. "Regulated Small Municipal Separate Storm Sewer Systems" means all municipal separate storm sewer systems (MS4s) that are either:

A. Located within the boundaries of an urban area with a population of 50,000 or more as determined by the 2000 through the latest Decennial Census by the Bureau of Census; or
B. Owned or operated by a municipality other than those described in paragraph A that serve a jurisdiction with a population, according to the latest decennial census, of at least 10,000 persons and with a population density of at least 1,000 people per square mile meeting one (1) of the criteria as listed in ARR040000 Part I.2.A.b(1) – (3); or
C. Owned or operated by a municipality other than those described in paragraphs A and B that contributes substantially to the pollutant loadings of a "physically interconnected" MS4;
D. Operators of small MS4s which have previously been covered under a permit for discharge from their MS4 based on the 2000 through the latest Censuses shall reapply for permit coverage.

Please see Part I.2.A.a. – e. Regulated Small Municipal Separate Storm Sewer Systems General Permit for the complete list of eligible MS4 operators.

45. "Responsible Official" means the authorized representative, as defined in Part II.B.9.A.

46. "Retention Basin" means a basin designed to hold stormwater from a rain event, allowing the water to infiltrate through the bottom of the basin. A retention basin stores stormwater on a more permanent basis; in fact, water often remains in a retention basin indefinitely, except for the volume lost to evaporation and the volume absorbed into the soil. This differs significantly from a detention basin, which typically drains after the peak of the storm flow has passed, sometimes while it is still raining.

47. "Runoff Coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.

48. "Sediment" means the material that settles to the bottom of a liquid.

49. "Sediment Basin" means a basin designed to retain water from a 10-year, 24-hour storm event for a minimum of 24 hours, allowing sediment to settle out of the water.

50. "Small Construction Site" means a construction site where activities, including clearing, grading, and excavating, result in the disturbance of one (1) or more acres but less than five (5) acres of land. Small construction activity also includes disturbances of less than one (1) acre that are part of a larger common plan of development or sale, where the larger plan will ultimately disturb between one (1) and five (5) acres. Small construction activity does not include routine maintenance performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

51. "Stormwater" means runoff from rainfall, snowmelt, surface runoff, and drainage.

52. "Stormwater Discharge Associated with Construction Activity" means the discharge of runoff from any conveyance used for collecting and conveying stormwater that is directly related to construction activity.

53. "Stormwater Pollution Prevention Plan (SWPPP or SWP3)" means a plan that includes site map(s), an identification of construction/contractor, the stormwater team, activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants.

54. "Stormwater Team" means the group of individuals responsible for overseeing the development and modification of the SWPPP, as well as ensuring compliance with all permit requirements. All members of the Stormwater Team must be identified in the SWPPP.

55. "Temporary Sediment Controls" means the controls installed to manage sediment runoff from a site during construction activities. These may include silt fencing, rock check dams, and similar controls.

56. "Total Maximum Daily Load" or **"TMDL"** means the sum of the individual wasteload allocations (WLAs) for point sources and load allocations (LAs) for non-point sources and natural background. If the receiving water has only one point source discharger, the TMDL is the sum of that point source's WLA, plus the LAs for any non-point sources of pollution and natural background sources, including tributaries or adjacent segments. TMDLs can be expressed in terms of mass per time, toxicity, or other appropriate measures.

57. "Uncontaminated" means that the water does not exceed the water quality standards set forth in PC&EC Rule 2, now codified at 8 CAR Part 21, and does not contain a harmful quantity of any substance.

58. "Waters of the State" means all streams, lakes, marshes, ponds, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, which are contained within, flow through, or border upon this state or any portion of the state.

SECTION B: COVERAGE UNDER THIS CGP

Introduction

This CGP authorizes stormwater discharges from both large and small construction activities that result in a total land disturbance of equal to one (1) acre or more, as well as from activities that disturb less than one (1) acre when they are part of a larger common plan of development or sale that will ultimately disturb one (1) acre or more. Additionally, this CGP authorizes stormwater discharges from any other construction activities designated by DEQ, based on their potential to contribute to violations of water quality standards or significantly contribute pollutants to waters of the state.

This CGP replaces the permit issued in 2021. The goal of this CGP is to minimize the discharge of stormwater pollutants from construction activities into waters of the state. Operators are required to read and understand the conditions of the CGP. A copy of the CGP is available on DEQ website at https://www.adeq.state.ar.us/water/permits/npdes/stormwater/. A hard copy can also be obtained by contacting DEQ's General Stormwater Permits Section at 501-683-0962.

1. **Permitted Area.** If a large or small construction activity is located within the State of Arkansas, the operator may be eligible to obtain coverage under this CGP.

2. **Eligibility.** CGP eligibility is limited to authorized discharges from large and small construction activities, or as otherwise designated by DEQ. This CGP includes eligibility restrictions, as well as conditions and requirements. Operators shall meet the requirements of either Part I.B.6.A or Part I.B.6.B to be eligible for coverage under this CGP. In such cases, operators shall continue to satisfy these eligibility provisions to maintain permit authorization. If operators fail to meet the requirements for eligibility, any resulting discharges will be considered unpermitted. Conversely, if operators are eligible for coverage under this CGP but do not comply with the requirements, they will be in violation of the CGP for otherwise eligible discharges and in violation of the CWA provision to obtain permit coverage to discharge pollutants in waters of the state.

   A. This CGP authorizes discharges from large construction activities as defined in Part I.A.29 (40 C.F.R.§ 122.26(b)(14)(x)) and small construction activities as defined in Part I.A.50 (40 C.F.R.§ 122.26(b)(15)(i)-(ii)), in accordance with the Construction and Development Effluent Limitation Guidelines at 40 C.F.R. Part 450.

   B. This CGP also authorizes stormwater discharges from construction support activities (e.g., concrete or asphalt batch plants, concrete truck washout (in accordance with Part I.B.13.E.1), equipment staging yards, materials storage areas, excavated material disposal areas, or stockpiles of topsoil, borrow areas), provided:

      1) The construction support activity is directly related to a specific construction site that is required to have NPDES permit coverage for discharges of stormwater associated with construction activity.
      2) The construction support activity is not a commercial operation, does not serve multiple unrelated construction projects, and does not continue to operate beyond the completion of the construction activity it supports.

3) Pollutant discharges from construction support activity areas are minimized in compliance with the conditions of this CGP.
4) Discharges from the construction support activity areas are identified in a Stormwater Pollution Prevention Plan (SWPPP) that outlines appropriate controls and measures for the off-site construction areas.

C. Other activities may be considered for this CGP at the discretion of the Director as defined in 40 C.F.R. § 122.26(b)(15)(ii).

3. Responsibilities of the Operator. All Permittees with financial and operational control (see Part I.A.37) are responsible for compliance with all applicable terms and conditions of this CGP as they relate to their activities on the construction site, including off-site construction support activities. This includes the protection of endangered species and the implementation of BMPs and other controls required by the SWPPP. Receipt of this CGP does not relieve any operator of the responsibility to comply with any other applicable federal, state, or local statutes, ordinances, rules, or regulations.

4. Where to Submit. The operator shall submit a complete and signed Notice of Intent (NOI) and SWPPP to DEQ through SEEK, which can be found on the following website: https://seek.ee.arkansas.gov/ext/ncore/external/home.

A. The operator shall submit the application fee to DEQ through SEEK or mail the SEEK payment voucher with a check (ensure the SEEK Submission ID is listed on the check) to the following address:

Division of Environmental Quality
ATTN: Fiscal
5301 Northshore Drive
North Little Rock, AR 72118-5317

Note: A Notice of Coverage (NOC) CANNOT be issued until payment is received by DEQ.

B. Waivers from electronic reporting may be granted based on one of the following conditions:

1) The operational headquarters are located in a geographic area (e.g., zip code or census tract) identified as underserved for broadband internet access in the most recent report from the Federal Communications Commission;
2) Available computer access or capability is limited; or
3) The operator is a member of a religious community that chooses not to use certain modern technologies, as per 40 C.F.R. § 127.15(c)(1).

C. To apply for a waiver from electronic reporting, the operator shall submit the required information outlined in 40 C.F.R. § 127.15(b)(2). A waiver for electronic submission can be obtained by contacting DEQ at 501-682-5876.

D. If DEQ grants a waiver to use a paper NOI and the operator chooses to use it, the operator **shall** use the forms approved by DEQ.

5. **Requirements for Qualifying Local Program (QLP).** DEQ reviews and approves QLPs to ensure they meet or exceed both state and federal requirements outlined in this CGP and 40 C.F.R. § 122.44(s). DEQ will review each QLP at least every five (5) years for recertification. If DEQ approves a QLP, its requirements shall, at the minimum, meet DEQ's standards, including all templates and forms. This CGP may be modified to add new QLPs or modify existing ones at DEQ's discretion. Any public notice or other costs incurred by the permit modification for adding or modifying a QLP will be paid by the QLP.

   If a small construction site falls within the jurisdiction of a QLP, the operator is authorized to discharge stormwater associated with construction activity under the QLP's permit requirements only.

6. **Requirements for Coverage.**

   A. *Small Construction Sites*. An operator of a small construction site is considered to have automatic coverage under this CGP and may discharge without submitting to DEQ an NOI, SWPPP, or fee, provided the following conditions are met:

      1) A completed Notice of Coverage (NOC) shall be posted at the site prior to the commencement of construction and shall remain posted until final stabilization is achieved;
      2) A SWPPP shall be prepared in accordance with this permit and good engineering practices, as described in PC&EC Rule 6.203(B), now codified at 8 CAR § 25-203(2). The SWPPP shall be completed prior to posting the NOC, implemented upon commencement of construction activities, and the most recent version shall be maintained at the construction site;
      3) All conditions set forth in this CGP shall be followed; and
      4) The operator is responsible for ensuring the site remains in compliance with any updates or changes to this CGP by either contacting DEQ or reviewing DEQ website:

         https://www.adeq.state.ar.us/water/permits/npdes/stormwater/

   B. *Large Construction Sites*. An operator of a large construction site discharging under this CGP shall submit the following items at least ten (10) business days before the commencement of construction activities:

      1) A complete NOI in accordance with the requirements of Part I.B.7 of this permit.
      2) A complete SWPPP in accordance with the requirements of Part II.A of this permit.
      3) An initial permit fee shall accompany the NOI, as required under the provisions of PC&EC Rule 9, now codified in 8 CAR Part 12. Subsequent annual fees will be billed by DEQ until the operator submits a Notice of Termination (NOT) to request termination of coverage and DEQ approves the NOT. Failure to remit the required initial permit fee is grounds for the Director to deny coverage under this CGP. Failure to remit the required annual fees is grounds for the Director to revoke coverage under this CGP.

   C. Modification of CGP Coverage to Include Additional Acreage. Any request to increase the total acreage of a construction site shall be accompanied by a $200 permit modification fee and an updated SWPPP. However, if the request is only to increase the disturbed acreage without changing the total site acreage, the request shall be accompanied by an updated SWPPP, and a $200 permit modification fee is not

required. The operator shall submit a Modification Form to DEQ through SEEK, which can be accessed at the following website:

https://seek.ee.arkansas.gov/ext/ncore/external/home

Note: Each newly disturbed area shall obtain new permit coverage or be added to an existing permit through an additional acreage request. Coverage for disturbed acreage does not automatically transfer to different areas of the property.

D. Recertifications. Permittees wishing to continue coverage under this general permit shall submit a Recertification NOI (see Part I.B.4 for where to submit) up to one hundred eighty (180) days prior to the expiration date, but no later than thirty (30) days prior to the expiration date. No additional fee is required to be submitted along with the Recertification NOI. Permittees covered under the prior CGP shall update their SWPPP to align with Part II.A.4 by the effective date of this CGP and maintain a current SWPPP on site as required by Part II.A.3.

7. Notice of Intent (NOI) Requirements.

A. *NOI Form*. Operators of large construction sites who intend to seek coverage for stormwater discharges under this CGP shall submit a complete and accurate NOI form through the SEEK system (at https://seek.ee.arkansas.gov/ext/ncore/external/home) at least ten (10) business days prior to the desired coverage date. If a waiver is granted in accordance with Part I.B.4.D, the requirement for electronic submission may be lifted.

If the NOI is incomplete, DEQ will notify the applicant of the deficiencies via email or phone within ten (10) business days of receiving the NOI. If no notification of deficiencies is received within ten (10) business days, the NOI is considered complete. If the applicant does not provide the required information within the deadline set by DEQ, the NOI, fee, and SWPPP will be returned to the applicant.

B. *Contents of the NOI.* The NOI form shall include, at a minimum, the following information:

1) Operator (Permittee) Information: Name, mailing address, telephone number, and email address.
2) Entity Type: Specify if the operator is a federal, state, private, public, corporate, or other type of entity.
3) Invoice Mailing Information: Name, mailing address, and telephone for billing purposes.
4) Project Construction Site Information:
   a. Project name;
   b. County;
   c. Site address;
   d. Contact person;
   e. Directions to the site;
   f. Latitude and longitude for the entrance of the site (or endpoints for a linear project, in decimal degrees);
   g. Estimated construction start and completion dates, including the final stabilization date;
   h. Total project acreage and the acreage to be disturbed by the operator submitting the NOI;
   i. Project type (e.g., subdivision, shopping center, or school);
   j. Whether the project is part of a larger common plan of development or sale; and
   k. Whether the submittal is in response to an inspection.
5) Discharge Information: Name of the receiving stream, ultimate receiving stream, and name of the MS4 (if applicable).
6) Certification Statement: A signed certification by a qualified signatory person in accordance with 40 C.F.R. § 122.22, as referenced in PC&EC Rule 6.104, now codified at 8 CAR § 25-104.
7) Certificate of Good Standing: A Certificate of Good Standing from the Arkansas Secretary of State and from the state of origin if the corporation is registered in Arkansas as a foreign entity.
8) Stormwater Pollution Prevention Plan (SWPPP) Location: The location where the SWPPP will be maintained.
9) NAICS and SIC Codes: The North American Industry Classification System (NAICS) and Standard Industrial Classification (SIC) codes for the operator.

C. *Notice of Coverage (NOC).* Unless notified otherwise by the Director, operators who submit a complete NOI and SWPPP in accordance with this CGP are authorized to discharge stormwater from the construction sites under the terms and conditions of this permit, beginning ten (10) business days after the date the NOI is deemed complete by DEQ. **This date may differ from the original submission date if revisions or additional information are required**.

If the NOC has not been received by the permittee after ten (10) business days from the date the NOI is deemed complete by DEQ, the NOI may be posted at the site in place of the NOC until the NOC is received. Upon review of the NOI and other available information, the Director may deny coverage under this CGP and require the submittal of an application for an individual NPDES permit.

8. Posting Notice of Coverage (NOC).

A. *Automatic Coverage Sites.* The NOC for small construction sites, as defined in Part I.A.50, shall be obtained from DEQ's Stormwater website:

https://www.adeq.state.ar.us/water/permits/npdes/stormwater/

The NOC shall be posted at the site before construction begins. Additionally, a copy of the latest signed and certified SWPPP shall be available at the construction site in accordance with Part II.A.2.A and Part II.A.2.D before construction begins.

B. *NOC Posting Requirements for Large Construction Sites.* For large construction sites, the NOC shall be obtained from DEQ only after the permittee has submitted a complete NOI, paid the permit fee, and provided a complete SWPPP to DEQ for review and coverage approval. The NOC must be posted at the construction site prior to the beginning of construction activities.

C. *Linear Projects*. For linear construction projects (e.g., pipelines or highways), the notice shall be posted in a publicly accessible location near the area where construction is actively underway. The posting shall be moved as necessary to remain near active construction zones.

Please note that this CGP does not grant the public any right to enter or trespass on a construction site for any reason, including for inspection purposes, nor does it require the permittee to allow public access to the site.

9. Applicable Federal, State or Local Requirements. The operator shall ensure that all stormwater controls implemented at the site comply with all applicable federal, state, and local requirements. Additionally, any operator following approved local erosion and sediment control plans, grading plans, local stormwater permits, or stormwater management plans shall submit signed copies of the NOI to the relevant local agency or authority upon request.

10. Allowable Non-Stormwater Discharges.

A. The following non-stormwater discharges associated with construction activities may be authorized under this CGP, provided they are appropriately managed. All non-stormwater discharges shall be addressed in the SWPPP, and measures to minimize or eliminate these discharges should be taken where reasonably possible:

1) Emergency Fire-fighting activities;
2) Fire hydrant flushing;
3) Water used for vehicle and equipment washing (where no detergents, soaps, solvents, or other chemicals are used) or dust control BMPs in accordance with Part II.A.4.J.2;
4) Potable water, including uncontaminated waterline flushing;
5) Uncontaminated landscape irrigation;
6) Uncontaminated routine building external wash-down without detergents, soaps, solvents, or other chemicals;
7) Uncontaminated pavement wash water where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been cleaned up) with no detergents, soaps, solvents, or other chemicals;
8) Uncontaminated air conditioning or compressor condensate;
9) Uncontaminated spring water, excavation dewatering, and uncontaminated groundwater (in accordance with Part I.B.13.C of this permit);

10) Foundation or footing drains, where flows are not contaminated with process materials such as solvents or contaminated groundwater (in accordance with Part I.B.13.C of this permit).

11. Limitations on Coverage (Exclusions).

General Applicability. The following conditions apply to all discharges evaluated under this section. A discharge is considered to occur into a waterbody when stormwater runoff from the permitted site, either directly or through a conveyance system such as a ditch, swale, or storm drain, ultimately flows to that waterbody under normal hydrologic conditions. For discharges that enter a storm sewer system prior to leaving the site, the discharge point is where the stormwater from that system first enters a receiving waterbody.

For purposes of evaluating potential impacts, DEQ identifies the first receiving waterbody and reviews all waters within one (1) mile, or more on a case-by-case basis, downstream of the stormwater discharge points to determine whether any are listed as impaired (303(d)), designated as Sensitive Waters, or subject to a Total Maximum Daily Load (TMDL) or similar water quality programs. The one-mile distance is measured along the receiving stream's flow path under normal conditions.

Stormwater discharges from construction activities are not covered by this CGP when any of the following conditions apply:

A. *Post-Construction Discharge.* Stormwater discharges from construction sites or off-site construction support activities that occur after the completion of construction, once the site has reached final stabilization and the permit is terminated.

B. *Discharges Mixed with Non-Stormwater.* Stormwater discharges combined with non-stormwater sources, except those allowed in Part I.B.10 and listed in the SWPPP with appropriate controls.

C. *Discharges Covered by Another Permit.* Construction stormwater discharges already covered by another active permit. Upon expiration of an individual or alternative general permit, this CGP may apply if there were no numeric effluent limitations for such discharges.

D. *Discharges into Receiving Waters with an Approved TMDL.* Discharges into receiving waters with an EPA-approved Total Maximum Daily Load (TMDL) allocation are ineligible for this CGP unless the permittee develops and certifies a SWPPP consistent with the TMDL assumptions and requirements. To qualify for permit coverage, operators shall:

1) Incorporate applicable conditions into their SWPPP for their discharge to ensure all assumptions and requirements in the TMDL are addressed in the SWPPP within established timelines.
2) Incorporate specific numeric allocations established in the TMDL into their SWPPP with required steps taken to achieve compliance and implement necessary steps to meet the numeric allocations.
3) Incorporate quarterly monitoring if the facility is assigned specific numeric limits. Quarterly monitoring data shall be submitted to DEQ to show compliance with the Waste Load Allocation established in the TMDL.

DEQ will review the SWPPP for consistency with the TMDL, and additional BMPs may be required if

the project discharges into a TMDL-assigned receiving stream. For information on final TMDLs issued by DEQ, visit the following website: https://www.adeq.state.ar.us/water/planning/integrated/tmdl/.

E. *Discharges into Impaired Receiving Waters (303(d) List).* For stormwater discharges into waters listed as impaired under Section 303(d) of the Clean Water Act, permittees shall incorporate additional BMPs into their SWPPP to protect water quality. DEQ will review the SWPPP, and if the project discharges into an impaired waterbody, DEQ may require additional BMPs. For information on impaired waters (303(d) List), visit the following website: https://www.adeq.state.ar.us/water/planning/integrated/.

F. *Discharges into an Extraordinary Resource Water (ERW), Natural and Scenic Waterway (NSW), or Ecologically Sensitive Waterbody (ESW).* Construction site discharges located within the watershed of an Outstanding Resource Water, as defined by PC&EC Rule 2.203, now codified in 8 CAR Part 21-203, including ERWs, NSWs, or ESWs, are not eligible for coverage under this CGP unless the permittee develops and certifies a SWPPP that includes additional BMPs to prevent, to the maximum extent possible, exposure of pollutants to precipitation and stormwater that could impact water quality. For this CGP, an Outstanding Resource Water's watershed will be identified by the United States Geological Survey's twelve (12)-digit Hydrological Unit Code (HUC). DEQ will review this information and, if the site discharges to an ERW, NSW, or ESW, may impose additional requirements.

G. *Discharges into Areas of the State with Potential Losing Stream and/or Sensitive Aquatic Species.* Discharges from construction sites located within the watershed of a potential losing stream and/or sensitive aquatic species native to the area are ineligible for permit coverage unless the permittee develops and certifies a SWPPP with additional BMPs to prevent, to the maximum extent possible, exposure of pollutants to precipitation and stormwater that could impact water quality. In accordance with Part I.B.3, the permittee is responsible for avoiding activities which may harm endangered species or create risks to their habitats. DEQ will review this information and, if the site discharges to an area with potential losing stream or sensitive aquatic species, may impose additional requirements.

12. **Short Term Activity Authorization (STAA).** A Short Term Activity Authorization (STAA) from DEQ is required for any work conducted in waters of the state under Rule 2.305, now codified in 8 CAR Part 21-305. This authorization applies to in-stream activities with potential to exceed water quality standards, including but not limited to gravel removal, bridge or crossing repair/maintenance, bank stabilization, debris removal, culvert replacement, flood control projects, and stream relocation. Activities in Waters of the United States may also require a Section 404 permit from the U.S. Army Corps of Engineers. This CGP does not authorize any activity under a STAA, Individual 401 Certification, or Section 404 permit. Applications for a STAA or Individual 401 Certification should be submitted through SEEK (or successor system) at: https://seek.ee.arkansas.gov/ext/ncore/external/home or in the form and manner prescribed by DEQ.

Questions regarding the applicability of a STAA or Individual 401 Certification can be directed to DEQ's NPDES Permits line at (501) 682-5876.

The SWPPP shall be updated to include a copy of the STAA letter (and Individual 401 Certification, if needed) upon receipt. Re-submission of the SWPPP is not required unless specifically requested by DEQ.

13. Effluent Limitation Guidelines (ELG). Except as provided in 40 CFR 125.30 through 125.32, any point source subject to this ELG shall, at a minimum, achieve the following effluent limitations representing the degree of reduction attainable through application of the best practicable control technology currently available (BPT):

A. *Erosion and Sediment Controls.* Permittees shall design, install, and maintain effective erosion and sediment controls to minimize pollutant discharges. At a minimum, these controls shall:

1) Control stormwater volume and velocity to minimize soil erosion and pollutant discharges;
2) Control stormwater discharges, including peak flowrates and total stormwater volume, to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points;
3) Minimize the amount of soil exposed during construction activities;
4) Minimize disturbances of steep slopes;
5) Minimize sediment discharges from the site. The design, installation, and maintenance of erosion and sediment controls shall consider factors such as the amount, frequency, intensity, and duration of precipitation; the nature of resulting stormwater runoff; and the range of soil characteristics, including the range of soil particle size expected on the site;
6) Establish and maintain natural buffers around waters of the state, direct stormwater to vegetated areas, and maximize stormwater infiltration to lower pollutant discharges, unless infeasible;
7) Minimize soil compaction; however, soil compaction is permissible where the intended function of a specific area of the site necessitates it be compacted; and
8) Preserve topsoil, unless it is infeasible, or the intended function of a specific area requires disturbing or removing it.

B. *Soil Stabilization.* Stabilization of disturbed areas shall be initiated immediately, unless weather conditions prevent such action, whenever any clearing, grading, excavating, or other earth-disturbing activities have permanently ceased on any portion of the site, or temporarily ceased and will not resume for more than fourteen (14) calendar days.

In arid, semiarid, and drought-stricken areas where immediate vegetative stabilization is infeasible, alternative stabilization measures shall be employed as specified by the permitting authority. Stabilization shall be completed within fourteen (14) calendar days.

In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remains disturbed.

C. *Dewatering.* Discharges from dewatering activities, including those from dewatering of trenches and excavations, are prohibited unless managed with appropriate controls. These discharges must be free of visible turbidity and managed to minimize the discharge of pollutants to waters of the state. If trench or groundwater contains sediment, it shall pass through a sediment settling pond or another equally effective sediment control device before being discharged from the construction site.

Alternatively, sediment may be removed through settling in place or by dewatering into a sump pit, filter bag, or comparable practice. Avoid placing dewatering controls, such as pumped water filter bags, on steep slopes, as they may not function effectively and could cause erosion or instability. Groundwater

dewatering that does not contain sediment or other pollutants is not required to be treated before discharge. However, care shall be taken to ensure that groundwater does not become pollutant-laden by traversing over disturbed soils or other sources of pollutants.

1) Turbidity Benchmark Monitoring for Dewatering Discharges into Impaired or Sensitive Waters: For construction sites discharging dewatering water into receiving waters impaired by sediment or sediment-related parameters, the following turbidity benchmark monitoring requirements shall be followed. All compliance measures shall be documented in the SWPPP.

   The turbidity benchmark threshold is an indicator that dewatering controls may require adjustments to maintain water quality. Exceeding this benchmark does not constitute a permit violation. However, failure to implement corrective actions in response to exceedances may result in a permit violation.

   Note: If multiple permittees are present on a single site, they may coordinate monitoring efforts to avoid duplicate sampling. Any such arrangements shall be clearly described in the SWPPP. Despite these coordinated efforts, each permittee is individually responsible for ensuring compliance.

   a. Turbidity Monitoring Requirements
      i. Sampling Frequency: Collect at least one turbidity sample from each dewatering discharge on any day a discharge occurs.
      ii. Sampling Location: Samples shall be taken at each discharge point, after water has been treated by installed controls and before discharging offsite.
      iii. Representative Sampling: Samples shall accurately represent the daily dewatering discharge. For purposes of this general permit, this means that samples are collected under normal operating conditions.
      iv. Test Methods: An approved method listed in 40 C.F.R. Part 136 shall be used. Use a turbidity meter approved and calibrated to measure in nephelometric turbidity units (NTUs). The turbidity meter shall be calibrated daily according to the manufacturer's instructions.

   b. Turbidity Benchmark
      i. Benchmark Threshold: The turbidity benchmark for this permit is 50 NTUs (referred to as the "standard 50 NTU benchmark"). However, the permittee may request an alternate benchmark, if needed.
      ii. Requesting an Alternate Benchmark: If the turbidity standard for the receiving water exceeds 50 NTUs, the permittee may request a higher benchmark threshold by submitting the following to the Director:
         - *Current Standard*: Include the turbidity water quality standard for your receiving water, along with the relevant source or citation.
         - *Natural/Background Levels*: If required, provide data on natural or background turbidity levels for your receiving water, using reliable sources (e.g., federal, state, tribal, or local government data) and any site-specific data collected.

   DEQ will review alternate benchmark requests. DEQ may approve, deny, or extend the review period to examine additional supporting data. Until approval is granted, the standard 50 NTU benchmark remains in effect, and corrective actions are required for any exceedances.

D. *Pollution Prevention Measures.* Permittees shall design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, these measures shall:

1) Minimize pollutant discharges from equipment, vehicle washing, wheel wash water, and other wash waters. Wash waters shall be treated in a sediment basin or other BMPs that provide equivalent or better treatment before discharge.
2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other onsite materials to precipitation and stormwater. Exposure minimization is not required in cases where such exposure will not result in a discharge of pollutants or where the specific material or product poses little risk of stormwater contamination (e.g., final products and materials intended for outdoor use).
3) Minimize pollutant discharges from spills and leaks and implement effective chemical spill and leak prevention and response procedures.

E. *Prohibited discharges.* The following discharges are strictly prohibited:

1) Concrete Washout Wastewater: Wastewater resulting from the washout of concrete, unless managed by appropriate controls.
2) Construction Material Wastewater: Wastewater from the washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials.
3) Pollutants from Vehicle and Equipment Maintenance: Fuels, oils, or other pollutants used in the operation and maintenance of vehicles and equipment.
4) Washing Agents: Soaps, solvents, or detergents used for vehicle washing, equipment washing, or external building washdowns.
5) Toxic or Hazardous Substances: Any toxic or hazardous substances resulting from a spill or release.

F. *Surface Outlets.* When discharging water from basins and impoundments, use outlet structures that withdraw water from the surface, unless it is infeasible to do so.

14. Natural Buffer Zones. A natural buffer zone, as described below, shall be maintained at all times to direct stormwater to vegetated areas to maximize infiltration and reduce pollutant discharges, unless infeasible. Exceptions from this requirement for areas such as water crossings, limited water access, and restoration of the buffer are allowed if the permittee fully documents in the SWPPP the circumstances and reasons for the buffer zone encroachment. Additionally, this requirement is not intended to interfere with any other ordinance, rule or regulation, statute or other provision of law.

A. For construction projects involving construction activities or construction support activities, the SWPPP shall establish a natural buffer zone of at least twenty-five (25) feet, measured horizontally from the top of the bank to the disturbed area, from any waters of the state.

B. DEQ will require a natural buffer zone of at least fifty (50) feet, measured horizontally from the top of the bank to the disturbed area, from established TMDL waterbodies, streams listed on the 303(d) list, Extraordinary Resource Waters (ERWs), Ecologically Sensitive Waterbodies (ESWs), Natural and Scenic

Waterways (NSWs), or any other areas as determined by the Director.

C. Linear projects will be evaluated individually by DEQ to determine appropriate natural buffer zone setbacks.

15. Waivers from Permit Coverage. The Director may waive the applicable requirements of this CGP for stormwater discharges from construction activities under the terms and conditions specified in this section.

A. Waiver Applicability and Coverage. In accordance with 40 C.F.R. § 122.26(b)(15)(i), operators of small construction activities may apply for and receive a waiver from the requirements to obtain this CGP.

B. No Stormwater Leaving the Site. A permit is not required if all stormwater generated by the construction activity is fully captured on-site during any storm event, from initiation of construction activities until final stabilization, and is either allowed to evaporate, infiltrate into the ground, or be used for irrigation. Any discharge of stormwater from a small or large construction site without permit coverage is a violation of the CWA's prohibition against discharging pollutants to waters of the state without a permit.

C. TMDL Waivers. This waiver is available for small construction activities with automatic coverage if DEQ has established or approved a TMDL that addresses the pollutants of concern. DEQ must determine that additional controls on stormwater discharges from small construction activities are not required to protect water quality. The pollutants of concern include sediment (such as total suspended solids, turbidity, or siltation) and any other pollutants identified as causes of impairment for any waterbody receiving discharges from the construction activity. The operator shall certify to the Director that construction activity will occur and that stormwater discharges take place within the drainage area covered by the TMDL or an equivalent analysis. Information on approved TMDLs is available on DEQ's website:

https://www.adeq.state.ar.us/water/planning/integrated/tmdl/

16. Notice of Termination (NOT). When all construction activities that disturbed soil are complete and the site has reached final stabilization (defined as 100% stabilization with a density of 80% or greater, or as defined in Part I.A.24.B for sites where background native vegetation covers less than 100% of the ground), the operator may submit a complete Notice of Termination (NOT) to the Director through SEEK. Final stabilization, elimination of stormwater discharges associated with construction activity, and removal and proper disposal of all temporary sediment controls shall also be achieved for all construction support activities authorized under this CGP. This submission is permitted only if all stormwater discharges from both construction activities and construction support activities authorized by this CGP have been eliminated, and all temporary sediment controls have been removed and properly disposed. Along with the NOT, the operator shall submit photographs that represent the entire site for review.

Final stabilization is not required if the land is returned to its pre-construction agriculture use. Supporting photos documenting this condition shall be submitted with the NOT. Operators of small construction sites are not required to submit NOTs. However, final stabilization is still required on all sites. If an NOT is not submitted upon project completion, the operator will be responsible for annual fees in accordance with Part I.B.6.B.3.

Note: While geotextile mesh can be used in the final stabilization process, it does not constitute final stabilization.

17. <u>Responsibilities of the Operator of a Larger Common Plan of Development or Sale</u>.

A. The operator is ultimately responsible for managing runoff from the perimeter of the entire development. Regardless of the cause of the runoff, the operator shall ensure that adequate overall controls are implemented throughout the development.

B. The operator shall not terminate the permit coverage until the following conditions have been met:

1) All construction activities, including landscaping and lot development, have been completed; and
2) All lots are sold and developed.

The following exceptions to this requirement may apply:

a. At the discretion of the Director, coverage may be terminated if less than 100% of the lots are sold and developed;
b. Coverage may be terminated if twenty-four (24) months have passed without any construction activity, separating it from the larger common plan; or
c. Coverage may be terminated if all lots are developed and there are no temporary common controls for subdivision outfalls (e.g., sediment basins, large sediment traps, or check dams).

3) If lots are sold and subsequently re-sold to a third party, each operator shall obtain permit coverage while they own the lots. The second owner is responsible for obtaining the same certification from the third owner (i.e., the certification will pass from owner to owner).

C. The operator shall not terminate permit coverage until all individual lot operators within the larger common plan of development or sale have been notified of their permitting requirements under this CGP. In this case, signed certification statements from each individual lot operator shall be maintained in the SWPPP for the larger common plan. A copy of these signed certifications shall be submitted to DEQ along with the NOT. The certification shall be as follows:

> "I, _____, operator of an individual lot #_____, block #_____ of _____ subdivision, certify under penalty of law that I was notified by the operator of the larger common plan of the stormwater permitting requirements for my construction site(s). I understand prior to commencement of any construction activity I shall prepare and comply with a SWPPP and post the Construction Site Notice. I understand that prior to the sale of this lot to another party; I shall notify the new owner of DEQ requirements and obtain this certification from the new owner."
>
> Signature _____

D. The following examples are provided for clarification:

1) Evaluation of Remaining Acreage: If a small portion of the original common plan of development remains undeveloped and there has been a period of more than 24 months without ongoing construction activities (i.e., all areas are either undisturbed or have been finally stabilized), operators may re-evaluate the original project based on the remaining acreage. If between one (1) and five (5) acres remain for the original common plan, coverage under the large permit may not be required, but operators shall comply with the terms and conditions for Small Construction Sites in the CGP. If less than one (1) acre remains, the individual project may be treated as less than one-acre development, and no permit would be required.
2) Long-Range Master Plans: If operators have a long-range master plan where some portions are conceptual rather than specific, and future construction activities will occur over an extended period (i.e., more than 24 months), operators may consider the conceptual phases as separate common plans, provided the construction periods for physically interconnected phases do not overlap.
3) Discrete Construction Projects: Where discrete construction projects within a larger common plan are located ¼ mile or more apart, and the area between the projects remains undisturbed, each individual project can be treated as a separate plan of development or sale. However, any interconnecting road, pipeline, or utility project that is part of the same common plan cannot be concurrently disturbed. For example, if an interconnecting access road or pipeline is under construction simultaneously, they would generally be considered part of a single common plan for permitting purposes.
4) Selling Lots to Multi-Lot Builders: If the operator sells all the lots in the subdivision to one or more multi-lot builders, CGP coverage shall be obtained through one of the following options:

    a. Transfer the permit from the original operator to the new operator.
    b. Obtain a new, separate CGP coverage by the new operator.

    Note: If a new CGP coverage is required, it shall be obtained before terminating the original permit.

5) Retaining Ownership of Lots: If the operator retains ownership of any lots in the subdivision, they shall maintain permit coverage for those lots under the original permit. The operator shall modify the SWPPP to indicate which lots are owned and mark them on the site map. If one (1) or two (2) lots remain and the total acreage is less than five (5) acres, the original permit coverage may be terminated, and those lots could be covered as a small site.

18. **Change in Operator.** For stormwater discharges from large construction sites, when the operator changes – including instances where a new operator is added after the initial NOI has been submitted – the new operator shall ensure that a permit transfer form is submitted to DEQ at least two (2) weeks before beginning work at the site.

19. **Late Notifications.** A discharger shall still submit a NOI in accordance with this part, even after the deadlines specified in Part I.B.7 of this CGP. However, in such cases, the Director may initiate enforcement actions for failure to submit the NOI on time or for any unauthorized stormwater discharges associated with construction activity that occurred on or after the specified dates in this CGP.

20. **Failure to Notify.** An operator of a construction site who does not notify the Director of their intent to be covered under this CGP and who potentially discharges pollutants (sediment, debris, etc.) into waters of the state without an NPDES permit is in violation of the Arkansas Water and Air Pollution Control Act.

21. Maintenance. The determination of disturbance acreage typically excludes routine maintenance activities on existing roads, provided that the original line and grade, hydraulic capacity, or intended purpose of the road remains unchanged. Additionally, the paving of existing roads is not included in the disturbance calculation. Maintenance activities that return conditions to their original state are not regulated under this CGP, unless they involve clearing, grading, or excavating one or more acres of underlying or surrounding soil.

22. Attainment of Water Quality Standards After Authorization

A. The permittee shall select, install, implement, and maintain BMPs at the construction site and at the construction support activities off site that minimize pollutants in the discharge as necessary to meet applicable water quality standards. In general, except in situations explained below, the SWPPP shall be developed, implemented, and updated to be considered as stringent as necessary to ensure that the discharges do not cause, have the reasonable potential to cause, or contribute to an excursion above any applicable water quality standard.

B. At any time after authorization, DEQ may determine that the stormwater discharges may cause, have reasonable potential to cause, or contribute to an excursion above any applicable water quality standard. If such a determination is made, DEQ will require the permittee to:

1) Develop a supplemental BMP action plan describing SWPPP modifications to adequately address the identified water quality concerns and submit valid and verifiable data and information that are representative of ambient conditions and indicate that the receiving water is attaining water quality standards; or

2) Cease discharges of pollutants from construction activity and submit an individual permit application.

C. All written responses required under this part shall include a signed certification (Part II.B.10).

23. Releases in Excess of Reportable Quantities.

A. Hazardous substances or oil discharges in stormwater from a facility shall be prevented or minimized in accordance with the facility's SWPPP. This CGP does not waive reporting obligations as required under 40 C.F.R. Part 110, 40 C.F.R. Part 117 and 40 C.F.R. Part 302. If a release of hazardous substances or oil equal to or exceeding reporting quantities established under either 40 C.F.R. Part 110, 40 C.F.R. Part 117, or 40 C.F.R. Part 302, occurs within a twenty-four (24) hour period, the following actions are required:

1) Immediate Notification: The person in charge of the facility shall notify the National Response Center (NRC) at 800-424-8802 in line with 40 C.F.R. Part 110, 40 C.F.R. Part 117, or 40 C.F.R. Part 302 upon learning of the discharge.
2) Written Report: Within five (5) calendar days of discovering the release, the operator shall submit a written report to DEQ, including a description of the release (type, estimated amount), the release date, and the circumstances leading to it, along with actions being taken as specified in Part II.B.6 of this CGP.

3) SWPPP Update: The SWPPP shall be updated within fourteen (14) calendar days of the release to include:

   a. A description and circumstances of the release; and
   b. The date of the release.

4) Preventative Review: The SWPPP shall be reviewed and modified, if necessary, to identify measures to prevent and respond to future releases.

B. *Spills*. This CGP does not allow for the discharge of hazardous substances or oil resulting from any on-site spills.

24. Requiring an Individual Permit.

The Director has the authority to require any entity eligible for CGP coverage to apply for an individual permit. Additionally, interested parties may request individual permit consideration, based on criteria in 40 C.F.R. § 122.28(b)(3).

If an operator does not promptly respond to requests for information or fails to engage in the permitting process, DEQ may terminate CGP coverage.

Operators currently covered by the CGP may choose to apply for an NPDES individual permit. To do so, they shall submit an application to DEQ with supporting reasons. Once a final individual NPDES permit is issued, the operator shall submit an NOT to request termination of the CGP coverage. Termination of coverage will occur no earlier than the effective date of the individual permit. Until then, the CGP remains fully applicable to the facility.

PART II
STANDARD CONDITIONS

Information in **Part II** is organized as follows:

Section A: Stormwater Pollution Prevention Plans (SWPPP):

1. Deadlines for Plan Preparation and Compliance
2. Signature, SWPPP, Inspection Reports, and Notice of Coverage (NOC)
3. Keeping SWPPP Current
4. Contents of the Stormwater Pollution Prevention Plan
5. Plan Certification

Section B: Standard Permit Conditions:

1. Retention of Records
2. Duty to Comply
3. Penalties for Violations of Permit Conditions
4. Continuance of the General Permit
5. Need to Halt or Reduce Activity Not a Defense
6. Duty to Mitigate
7. Duty to Provide Information
8. Other Information
9. Signatory Requirements
10. Certification
11. Penalties for Falsification of Reports
12. Penalties for Tampering
13. Oil and Hazardous Substance Liability
14. Property Rights
15. Severability
16. Transfers
17. Proper Operation and Maintenance
18. Inspection and Entry
19. Permit Actions
20. Re-Opener Clause
21. Local Requirements
22. Applicable Federal, State Requirements

SECTION A: STORMWATER POLLUTION PREVENTION PLANS (SWPPP)

Before obtaining CGP coverage, the operator shall develop a SWPPP following the order outlined in Part II.A.4 and Part II.A.5. The standard DEQ format is available on DEQ's website: https://www.adeq.state.ar.us/water/permits/npdes/stormwater/. Other formats may be used if pre-approved by DEQ. The SWPPP shall be implemented from the start of construction activities until final stabilization is complete, with updates as determined necessary by the operator or regulatory officials. The SWPPP shall be prepared by qualified personnel using sound engineering practices and shall:

- Identify potential pollution sources that could impact stormwater quality from the construction site and off-site construction support activities;
- Identify, describe, and ensure implementation of BMPs focused on initial site stabilization to reduce pollutants in stormwater discharges from the construction site and off-site construction support activities;
- Be specific to the construction site's activities;
- Ensure compliance with permit conditions; and
- Identify the Stormwater Team responsible for overseeing and managing SWPPP implementation.

1. Deadlines for Plan Preparation and Compliance.

A. *Automatic Coverage Sites.*

1) The SWPPP shall be completed before obtaining CGP coverage and beginning construction activities, with updates as needed. Submittal of the NOI, permit fee, and SWPPP is not required for automatic coverage sites.
2) All conditions in Part II.A shall be adhered to, and the NOC shall be posted on-site before beginning construction activities.
3) A copy of the SWPPP shall be accessible at the construction site as outlined in Part II.A.2 prior to beginning construction activities.

B. *Large Construction Sites.*

1) The SWPPP, along with an NOI and the initial permit fee, shall be completed and submitted for review at least ten (10) business days before construction activities begin.
2) Updates to the SWPPP during construction are required as outlined in Part I.B.6.C or as directed by the Director.

C. *Existing Permittees.*

Permittees covered under the prior CGP shall update their SWPPP to align with Part II.A.4 by the effective date of this CGP.

2. Signature, SWPPP, Inspection Reports and Notice of Coverage (NOC).

A. The SWPPP and all inspection reports shall be signed by the responsible official or a duly authorized representative as specified in Part II.B.9. A physical copy of the SWPPP shall be maintained on-site during regular business hours (8:00 A.M. – 5:00 P.M.) and made readily available to site personnel and inspectors. Inspection reports may be prepared, signed, and retained electronically, rather than in paper form, provided

the records are:

1) In a format that can be read in a similar manner as a paper record;
2) Legally dependable with no less evidentiary value than their paper equivalent; and
3) Immediately accessible to the inspector during an on-site inspection to the same extent as a paper copy stored at the site would be.

Inspections shall be conducted as outlined in Part II.A.4.N.

B. Upon request, the operator shall provide the SWPPP and inspection reports to the Director, EPA, or relevant state or local agencies reviewing sediment control, erosion, grading, or stormwater management plans. For stormwater discharges into an MS4 under an NPDES permit, these documents shall also be made available to the municipal operator, defined as the city, town, county, or other public entity that owns or operates the MS4 receiving the discharge. For purposes of this paragraph, local agencies refer to state, county, or municipal departments or commissions that have regulatory or review authority related to sediment control, erosion, grading, or stormwater management.

C. The Director or their authorized representative may inform the operator if the SWPPP does not meet one or more minimum permit requirements. Within seven (7) business days of receiving such notice (or as otherwise specified by the Director or authorized representative), the operator shall implement the necessary changes to the SWPPP and submit written certification confirming the updates. DEQ may request re-submittal of the SWPPP to ensure compliance and may take enforcement action for periods during which the operator was operating under a non-compliant SWPPP.

D. The NOC shall be posted near the main entrance of the construction site where it is visible to the public and shall indicate the SWPPP location. If the SWPPP location changes, the NOC shall be updated to reflect the new SWPPP location.

3. <u>Keeping the SWPPP Current</u>. The operator shall update the SWPPP within seven (7) business days whenever there is a change in site design, construction, operation, or maintenance that may significantly impact the potential for pollutant discharge to waters of the state, if not previously covered in the SWPPP. Additionally, modifications to the SWPPP are required if inspections, monitoring (if required), or investigations by the operator, or any local, state, or federal officials reveal that discharges are contributing to water quality violations or if the SWPPP is found to be ineffective in eliminating or significantly minimizing pollutants from stormwater discharges. These modifications to the SWPPP shall be done within seven (7) business days.

4. <u>Contents of the SWPPP</u>. The SWPPP shall include the following items:

A. *<u>Site Description</u>*.

1) Project Overview: Describe the type of construction activity and intended post-construction use (e.g., residential subdivision, shopping mall).
2) Sequence of Activity: Outline the planned sequence of major soil-disturbing activities (e.g., grubbing, excavation, grading, infrastructure installation).
3) Area Estimates: Provide total site area, including off-site borrow/fill areas, and estimate area expected to be disturbed by excavation, grading or similar activities.
4) Runoff and Soil Data: Include pre- and post-construction runoff coefficients and any existing soil or

discharge quality data.

B. *Stormwater Team*. The SWPPP shall identify all parties (e.g., general contractors, landscapers, project designers, inspectors) responsible for overseeing and managing all activities related to stormwater management and compliance, as detailed in this CGP. The Stormwater Team shall consist of personnel assigned to specific responsibilities critical to the effective design, installation, maintenance, and repair of stormwater controls, including pollution prevention measures that help mitigate environmental impacts.

The Stormwater Team shall include the following key personnel:

1) Design Personnel: Those responsible for the design of stormwater controls (including pollution prevention controls).
2) Chemical Handling Personnel: Personnel handling the application and storage of treatment chemicals (if applicable).
3) Inspection Personnel: Personnel designated to perform inspections, as required in Part II.A.4.N of this CGP.
4) Maintenance and Corrective Action Personnel: Team members responsible for the installation, maintenance, repair, and implementation of corrective actions related to stormwater controls, as outlined in Part II.A.3.

The SWPPP shall identify all Stormwater Team personnel and areas of responsibility for each.

C. *Receiving Waters*. The SWPPP shall provide a clear description of the nearest receiving water(s). If the discharge is to an MS4, include the name of the operator of the MS4. The SWPP shall identify the ultimate receiving water(s).

D. *Documentation of Permit Eligibility Related to the 303(d) list and Total Maximum Daily Loads (TMDL)*. The SWPPP shall include information on whether stormwater discharges from the site enter a waterbody listed on the most recent 303(d) list, or one with an approved TMDL, or both. If applicable, the SWPPP shall address the following:

1) Identification of Pollutants: Specify the pollutants addressed by the 303(d) list or TMDL, particularly noting if sediment or related parameters (e.g., total suspended solids, turbidity, or siltation) are included.
2) Operator Discharge Identification: Clarify whether the operator's discharge is specifically or generally identified on the 303(d) list or related assumptions and allocations identified in the TMDL.
3) Consistency Measures: Detail the measures taken by the operator to ensure that pollutant discharges from the site align with the assumptions and allocations of the TMDL.

If DEQ identifies during the review process that the proposed project will discharge to a receiving water that is on the most recent 303(d) list or with an approved TMDL, DEQ may request the applicant to incorporate additional BMPs into the SWPPP.

E. *Documentation of Permit Eligibility Related to Discharges into an ERW, NSW, or ESW.* The SWPPP shall include information on whether the construction site is located within a watershed of an ERW, ESW, or NSW. If the site is located within such a watershed, the SWPPP may need to implement additional BMPs for these areas. These practices shall be considered during site activities and incorporated into the construction site SWPPP to ensure ongoing protection of water resources.

F. *Documentation of Permit Eligibility Related to Potential Losing Stream and/or Sensitive Aquatic Species Native to These Areas*. The SWPPP shall document whether the construction site is located within the watershed of a potential losing stream or an area with sensitive aquatic species native to such environments. If the site is within a watershed of a potential losing stream and/or an area with sensitive aquatic species, the SWPPP may need to incorporate BMPs specific for these areas. These practices shall be applied and reviewed throughout site activities with SWPPP updates made as necessary to protect water resources effectively.

G. *Attainment of Water Quality Standards After Authorization*.

1) The permittee shall comply with Part I.B.22; and
2) The SWPPP shall include a signed certification (Part II.B.10) for attainment of water quality standards after authorization.

H. *Site Map Requirements*. The SWPPP shall include a legible, to-scale site map (or multiple maps, as needed) that identifies the following details at a minimum for effective stormwater and pollution control:

1) Pre-construction Topography: Show a topographic view of the site before construction begins.
2) Stormwater Flow Direction: Use arrows to indicate stormwater flow direction, including approximate slopes anticipated after grading.
3) Areas of Soil Disturbance: Delineate areas of soil disturbance and areas that will not be disturbed with regards to construction activities and construction off-site support activities covered by the permit.
4) BMPs: Indicate the locations of all major structural and nonstructural controls identified in the SWPPP.
5) Construction Entrance and Exits: Indicate the location of the main entrance and exit of the construction site.
6) Stabilization Locations: Identify areas expected for stabilization practices.
7) Construction Support Areas: Show locations for off-site construction support activities (e.g., materials, waste, borrow areas, and equipment storage areas).
8) Concrete Wash-out Areas: Indicate the location of concrete wash-out areas on the site.
9) Waters of the State and Buffers: Identify the location(s) of waters of the state, associated natural buffer boundaries, and available floodplain and floodway boundaries located onsite or directly adjacent to the project area.
10) Stormwater Discharge Points: Identify the locations where stormwater is discharged into waters of the state or a MS4.
11) Off-site Stormwater Discharges: Continuously update locations where stormwater is discharged off-site.
12) Final Stabilization Areas: Indicate areas where final stabilization is complete and no further construction-phase permit requirements are needed.
13) Map Legend: Include a legend to clarify symbols and labels used for erosion and sediment BMPs on the site map or detail sheet.
14) Storm Drain Inlet Locations: Mark any storm drain inlets on-site and in the immediate site vicinity.

I. *Stormwater Controls*. Each SWPPP shall include a comprehensive description of the stormwater controls and measures to be installed and managed at the construction site. The plan shall clearly identify each construction activity as described in the project description, the specific BMPs associated with these activities, and the schedule for implementing each measure during the construction process. Install

perimeter controls after the initial clearing and grubbing required for their placement but before further clearing and grubbing of remaining site areas. Perimeter controls shall be actively maintained until final stabilization of all site areas above them is complete. All temporary controls shall be removed and disposed of properly once final stabilization is achieved.

The SWPPP shall address the following minimum components for control implementation:

1) Initial Site Stabilization, Erosion and Sediment Controls, and BMPs: The permittee shall design, install, implement, and maintain effective erosion and sediment controls to minimize pollutant discharge. At a minimum, the SWPPP shall address the following controls and BMPs:

    a. Disturbance Limitations: For larger common plans of development or sale, only areas needed for initial street, drainage, and utility construction (such as borrow pits or parking areas) may be disturbed initially. Further areas may only be disturbed once initial areas are stabilized.
    b. Retention of Sediment On-Site: Erosion and sediment controls, such as site stabilization and check dams, shall be designed to retain sediment on-site to the extent practicable.
    c. Proper Installation and Maintenance: All BMPs shall be properly selected, installed, and maintained in accordance with the manufacturer's specifications, good engineering practices, and construction practices. If inspections or other information indicates a control is ineffective or improperly used, the permittee shall modify or replace the control as needed.
    d. Removal of Off-Site Sediment: Any sediment that escapes the construction site shall be removed before the next business day to minimize off-site impacts (e.g., sediment in the street could enter storm sewers with the next rain or pose a safety hazard to public street users). This permit does not give the authority to trespass onto other property; therefore, the permittee shall obtain permission from neighboring landowners for off-site sediment removal.
    e. Sediment Trap/Pond Maintenance: Remove sediment from sediment traps or sedimentation ponds when design capacity is reduced by 50%.
    f. Pollutant Source Prevention: Construction debris, litter, and chemicals exposed to precipitation and stormwater shall be prevented from becoming pollutant sources (e.g., screened outfalls should be cleaned daily).
    g. Off-Site Support Activity Compliance: Construction support activities (e.g., material storage areas, soil stockpiles, borrow areas) used exclusively by the permitted project are part of the project and shall be addressed in the SWPPP.

2) Stabilization Practices: The SWPPP shall include at least the following information on stabilization practices:

    a. Description and Schedule: Provide a description of initial, interim, and permanent stabilization practices, along with a schedule specific to the site for implementing these practices. The plan shall ensure that existing vegetation is preserved where attainable and that disturbed areas are stabilized promptly. Stabilization practices may include methods such as mulching, temporary and permanent seeding, geotextiles, sod stabilization, natural buffer strips, tree protection, preservation of mature vegetation, or other suitable measures.

    b. Natural Buffer Areas: DEQ requires a natural buffer zone between the top of the stream bank and any disturbed areas. The SWPPP shall describe the approach to maintaining this buffer. For construction sites involving clearing and grading, at least a twenty-five (25) foot natural buffer from any named or unnamed streams, creeks, rivers, lakes, or other water bodies is required. A

minimum fifty (50) foot buffer is required for TMDL waterbodies, 303(d)-listed waters, ERWs, ESWs, NSWs, or as specified by the Director. If work shall occur within the recommended buffer, documentation shall be provided in the SWPPP, including alternate methods used to reduce pollutant discharges, and the SWPPP shall include documentation that the area was stabilized as soon as possible. Exceptions for water crossings, limited water access, or buffer restoration are allowed but shall be documented in the SWPPP, including reasoning for encroachment. Above-grade clearing without soil disturbance in the buffer zone does not need to meet buffer zone requirements.

Note: This requirement is not intended to interfere with any other ordinance, rule, regulation, statute, or other provision of law.

c. Records of Stabilization: A record of the dates when grading activities, temporary or permanent cessation of construction activities in specific site areas, and the initiation of stabilization measures shall be included in the plan.

d. Stabilization Deadlines After Temporary Cessation: Stabilization measures shall be initiated as soon as practicable in site areas where construction activities have temporarily ceased but shall be initiated within fourteen (14) calendar days. Exceptions are:

(1) When snow cover prevents stabilization, measures shall begin as soon as practicable.

(2) In arid, semiarid, and drought-affected areas where vegetative stabilization is infeasible, alternative stabilization methods shall be used as specified by the permitting authority.

e. Stabilization Deadline After Permanent Cessation: Stabilization shall begin immediately in areas where construction activities have permanently ceased. Exceptions are:

(1) If snow cover prevents immediate stabilization, measures should begin as soon as conditions allow.

(2) In arid, semiarid, and drought-affected areas, alternative stabilization measures shall be employed if vegetative stabilization is impractical, as directed by the permitting authority.

3) Structural Practices: The SWPPP shall include a description of structural practices aimed at diverting flows from exposed soils, storing flows, or otherwise limiting runoff and the discharge of pollutants from exposed areas. Structural practices should be placed on upland soils to the extent feasible, and their installation may be subject to Section 404 of the Clean Water Act. Common practices may include:

- Silt fences (installed and maintained)
- Earthen dikes (to prevent run-on)
- Drainage swales (to prevent run-on)
- Check dams
- Subsurface drains
- Pipe slope drains
- Storm drain inlet protection
- Rock outlet protection

- Sediment traps
- Reinforced soil retaining systems
- Gabions
- Temporary or permanent sediment basins

Note: A combination of erosion and sediment BMPs is recommended to maximize pollutant removal. Check dams, sediment traps, and sediment basins shall have adequate spillway cross-sectional area and reinforcement.

a. Sediment Basins:

(1) For Common Drainage Locations of Ten (10) Acres or More:

(a) A temporary or permanent sediment basin shall be provided where attainable to serve areas draining ten (10) or more acres to a common point. The basin's storage capacity shall be the smaller of:

(i) 3,600 cubic feet per acre, or
(ii) A volume based on the runoff from a 10-year, 24-hour storm.

(b) The basin's outlet shall be designed to drain within twenty-four (24) to seventy-two (72) hours, with twenty-four (24) hours providing adequate settling and seventy-two (72) hours mitigating vector control concerns. As a rule of thumb, design one square foot per acre for a spillway. If a pipe outlet is used, an emergency spillway is required.

(c) In evaluating attainability to install a sediment basin, factors such as soil conditions, slope, and available area should be considered. If a sediment basin is unattainable, provide an explanation in the SWPPP, and use smaller sediment basins, sediment traps, natural buffer strips, or other effective controls as required for all side and downslope boundaries.

(d) The SWPPP shall include plans for sediment basin removal or final use.

(2) For areas draining less than ten (10) acres, sediment traps, silt fences, or similar sediment controls are required for side and downslope boundaries unless a sediment basin is provided in accordance with Part II.A.4.I.3.a(1)(a)(i) and (ii). The basin's outlet should be designed to drain within twenty-four (24) to seventy-two (72) hours, with twenty-four (24) hours providing adequate settling and seventy-two (72) hours mitigating vector control concerns. As a rule of thumb, design one square foot per acre for a spillway. If a pipe outlet is used, an emergency spillway is required. The Director may require a sediment basin at their discretion to protect state waters.

b. Velocity Dissipation Devices:

Velocity dissipation devices (e.g., rip rap or check dams) shall be installed at discharge points, within concentrated flow areas serving two (2) or more acres, and along any outfall channel. These controls reduce flow velocity to prevent erosion, protecting the natural physical and biological characteristics of the receiving water.

Note: Avoid using hay bales in concentrated flow areas, as they are ineffective for this purpose.

J. *Other Controls*.

1) Prohibition on Discharges**:** No solid materials, including building materials, shall be discharged to waters of the state or off-site areas, in accordance with Part I.B.13.D.2 of the CGP.
2) Minimizing Off-Site Vehicle Tracking and Dust: Operators shall minimize off-site vehicle tracking of sediment as well as dust generation throughout the construction site and from all on-site and off-site construction support activities. This may be achieved through measures such as stabilized construction entrances and exits, vehicle tire washing, regular sweeping of paved surfaces, and other appropriate dust control practices.
3) Alternative for Small Lots: For lots smaller than one (1) acre, additional measures, such as daily street sweeping, may be used alongside a stabilized construction entrance. This may allow for a shorter construction entrance.
4) Compliance with Waste Disposal Regulations: The SWPPP shall ensure compliance with all applicable state or local regulations regarding waste disposal, as well as temporary and permanent sanitary sewer or septic systems.
5) Concrete Waste Control: Discharge of liquid concrete waste to waters of the state is prohibited. If on-site concrete washout occurs, controls shall be in place to prevent discharge of concrete washout waters.
6) Contaminant Control from Storage Areas: Discharge of contaminants from fuel storage, hazardous waste storage, or truck wash areas to waters of the state or off-site is prohibited. Methods for protecting these areas shall be identified and implemented, and these areas shall not be located near any waterbody on or near the project.

K. *Non-Stormwater Discharges*. Sources of non-stormwater, as listed in Part I.B.10 of this CGP, that combine with stormwater discharges associated with construction activity shall be identified in the SWPPP. This list shall detail site-specific non-stormwater discharge sources.

L. *Post-Construction Stormwater Management*. The operator shall provide a description of measures to be installed during construction to control pollutants in stormwater discharges occurring after construction is complete. Structural measures shall be placed on upland soils to the degree practicable. The installation of these devices may be subject to Section 404 of the Clean Water Act. This CGP addresses only the installation of stormwater management measures, not the ongoing operation or maintenance of these structures post-construction, after the site has reached final stabilization.

However, post-construction stormwater BMPs that discharge pollutants from a point source upon construction completion may require authorization under a separate DEQ NPDES permit. Potential practices include but are not limited to:

- Onsite infiltration of runoff
- Flow attenuation using open vegetated swales and natural depressions
- Stormwater retention structures
- Stormwater detention structures (e.g., wet ponds)
- Sequential systems combining several of these practices

Where feasible, stormwater management controls should be designed and installed to achieve at least eighty percent (80%) removal of total suspended solids from post-construction flows exceeding

predevelopment levels. If this goal cannot be met, the operator shall provide justification for excluding each listed practice based on site-specific conditions.

M. *Applicable State or Local Programs*. The SWPPP shall be updated as necessary to incorporate any revisions to applicable federal, state, or local regulations that impact the stormwater controls implemented at the site.

N. *Inspections*. Inspections shall be conducted by qualified personnel designated by the operator. These inspections shall cover all areas of the site disturbed by construction activities, as well as any off-site construction support activities exposed to precipitation and stormwater. Inspectors are responsible for identifying evidence of pollutants entering the stormwater conveyance system or potential risks thereof. All stormwater BMPs shall be observed to verify proper installation, operation, and maintenance. Inspectors shall evaluate discharge locations to determine the effectiveness of stormwater BMPs in preventing significant impacts to waters of the state or off-site, where accessible. If discharge locations are inaccessible, nearby downstream locations should be inspected as practicable. Areas where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.

Inspections may not be required if the remaining lot(s) within a larger common plan of development or sale disturb less than one acre of land. Furthermore, inspections may not be required for a completed section of a linear project if final stabilization has been achieved for that section.

The operator may reduce the frequency of inspections to twice per month, with no more than 14 calendar days between inspections, for the first month following completion of final stabilization in any portion of the site. After this initial month, inspections for that portion of the site may be further reduced to once per month until permit coverage is terminated. If construction activity resumes in any portion of the site where inspection frequency has been reduced, the inspection schedule shall immediately revert to the frequency required under this section. The operator must document in the SWPPP the beginning and ending dates of each period when the reduced inspection frequency applies.

Stabilized areas of the project shall be documented in the SWPPP and site map, including the date of stabilization. The operator shall ensure that no sediment leaves the stabilized lot(s). If this assurance cannot be provided, inspections shall continue.

1) Inspection Frequency: Inspections shall be conducted according to one of the following schedules, which shall be specified in the SWPPP:

    a. At least once every seven (7) calendar days, or
    b. At least once every fourteen (14) calendar days and within twenty-four (24) hours of the end of a storm event of 0.25 inches or greater. The operator shall measure rainfall by either a properly maintained rain gauge installed on-site, a weather station located within one (1) mile of the site, or a weather reporting system that provides site-specific rainfall data from radar summaries. For any 24-hour period during which 0.25 inches or more of rainfall occurs, the total rainfall measured or reported shall be recorded in accordance with the inspection requirements. The location of the rain gauge, address of the weather station, or weather reporting system used shall be included with the SWPPP.

2) Inspection Form: The DEQ inspection form should be used for all inspections. The inspection form shall include all stormwater controls being implemented onsite, as well as those related to construction support activities off-site. The DEQ inspection form can be found on DEQ website: https://www.adeq.state.ar.us/water/permits/npdes/stormwater/. The inspection form shall be completed within 24 hours of the inspection.

   If a different form is used, it shall contain, at a minimum, the following information:

   a. Inspector Name and Title
   b. Date of Inspection
   c. Amount of Rainfall and Days Since Last Rain Event (only applicable to Part II.A.4.N.1.b)
   d. Approximate Beginning and Duration of the Storm Event
   e. Description of Any Discharges Observed During Inspection
   f. Locations of Discharges of Sediment or Other Pollutants
   g. Locations of BMPs Needing Maintenance or Where Maintenance Was Performed
   h. Condition of BMPs (indicating if they are in working order, whether maintenance is required, including scheduled and completed dates)
   i. Locations Requiring Additional Controls
   j. Location and Dates of Major Construction Activities (beginning, occurring, or ceasing)
   k. Signature of the responsible official or duly authorized representative (in accordance with Part II.B.9)

   Additional information may be added to the inspection report at the permittee's discretion.

3) Inspection Records: Each inspection report shall be retained as part of the SWPPP for a minimum of three (3) years from the date the NOT letter is signed by DEQ. Each report shall be signed and include a certification statement in accordance with Part II.B.9 and Part II.B.10.

4) Winter Conditions: Inspections are not required at construction sites or construction support activities located off-site when snow cover exists over the entire site for an extended period, and melting conditions are absent. However, if runoff occurs from the site during this time, melting conditions will be considered present, and the inspection waiver will not apply. Regular inspections, as specified in this CGP, are required at all other times. If winter conditions hinder compliance with the permit, documentation of the start and end dates of these conditions shall be included in the SWPPP.

5) Adverse Weather Conditions: Adverse weather conditions are those that pose danger or create inaccessibility for personnel, such as local flooding, high winds, electrical storms, or extended frozen conditions. When such conditions prevent site inspections, they shall be conducted as soon as it is safe and feasible to do so. If these conditions hinder compliance with the permit, documentation of the start and end dates of the adverse weather shall be included in the SWPPP.

O. *Maintenance*. The SWPPP shall include a description of procedures to maintain vegetation, erosion and sediment BMPs, and other protective measures in good and effective operating condition. Any necessary repairs identified during inspections shall be completed, when practicable, before the next storm event and no later than three (3) business days from the time of discovery, unless otherwise directed by state or local officials. If it is infeasible to complete the installation or repair within the 3-day timeframe, you must document in your records the reason for the delay, along with a schedule for completing the work and making the stormwater control(s) operational as soon as feasible. Where these actions result in changes to

any stormwater controls or procedures documented in your SWPPP, you must modify your SWPPP accordingly. If conditions do not allow for the use of large equipment, a longer timeframe may be permitted, provided that the delay is thoroughly documented on the inspection form.

Maintenance for manufactured controls shall adhere to the manufacturer's specifications. For non-manufactured controls (e.g., check dams and sediment traps), maintenance is required when 50% of the treatment capacity remains.

P. *Training Requirements*.

1) Stormwater Team Training: Before construction activities begin, all stormwater team members shall ensure they understand the permit requirements and their specific responsibilities. These responsibilities include the elements and requirements of the SWPPP and the general permit, including:

   a. CGP requirements and deadlines for installing, maintaining, and removing stormwater controls, including site stabilization.

   b. Onsite locations of all stormwater controls and proper methods for maintaining these controls.

   c. Site-specific pollution prevention procedures required by the permit.

   d. Inspection protocols, detailing when and how inspections should be conducted, how to record findings, and the appropriate corrective actions to address any deficiencies.

   Applicable training shall be led by a knowledgeable and qualified trainer. While formal training sessions provided by universities or third-party organizations are optional, they are recommended for qualified trainers. The permittee is ultimately responsible for verifying that the training content is comprehensive and enables personnel to effectively implement the permit requirements.

   The SWPPP shall identify periodic dates for such training for all personnel, and records of training shall be maintained with the SWPPP. Training records that are maintained electronically (e.g., database or digital recordkeeping system) do not need to be physically included with the SWPPP but shall be readily accessible upon request.

2) Inspector Training: Personnel responsible for conducting site inspections shall meet at least one of the specific qualifications to be recognized as a "qualified person." The qualification requirements are as follows:

   a. EPA Training Completion: Individuals shall successfully complete the EPA construction inspection course specifically developed for EPA's 2022 CGP and pass the associated exam to obtain an understanding of the key areas identified at 2.b. below. This course can be taken online on the EPA's website at https://www.epa.gov/npdes/construction-inspection-training-course .

   b. Valid Construction Inspection Certification: Alternatively, individuals may hold a current construction inspection certification or license from an accredited program covering the following key areas:

      i. Erosion and Sediment Control: Core principles and practices for managing erosion, sediment control, and pollution prevention at construction sites.

ii. Installation and Maintenance: Proper methods for installing and maintaining erosion and sediment controls and pollution prevention measures.
iii. Inspection Procedures: Standard procedures for conducting inspections and completing required reports and documentation.

Note: If any of these topics are not covered in a non-EPA certification program, supplementary training with the EPA course is recommended to ensure comprehensive coverage.

5. **Plan Certification.** The SWPPP Certification shall be signed by either the responsible official or the duly authorized representative identified on the NOI. All documents required by the permit and any additional information requested by the Director shall also be signed by the operator or a duly authorized representative of the operator (refer to Part II.B.10 below for certification details).

SECTION B: STANDARD PERMIT CONDITIONS

1. **Retention of Records.**

   A. The operator shall retain records of all Stormwater Pollution Prevention Plans, all inspection reports required by this permit, and records of all data used to complete the NOI to be covered by this permit for a period of at least three (3) years from the date the NOT letter is signed by DEQ. This period may be extended by request of the Director at any time.

   B. The operator shall retain a signed copy of the SWPPP and inspection reports required by this permit at the construction site from the date of project initiation to the date of final stabilization.

2. **Duty to Comply.** The operator shall comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the federal Clean Water Act and the Arkansas Water and Air Pollution Control Act and is grounds for: enforcement action; permit termination, revocation and re-issuance, or modification; or denial of a permit renewal application.

3. **Penalties for Violations of Permit Conditions.** The Arkansas Water and Air Pollution Control Act (Ark. Code Ann. § 8-4-101 et seq.) provides that any person who violates any provisions of a permit issued under the Act shall be guilty of a misdemeanor and upon conviction thereof shall be subject to imprisonment for not more than one (1) year, or a criminal penalty of not more than twenty-five thousand dollars ($25,000) or by both such fine and imprisonment for each day of such violation. Any person who violates any provision of a permit issued under the Act may also be subject to civil penalty in such amount as the court shall find appropriate, not to exceed ten thousand dollars ($10,000) for each day of such violation. The fact that any such violation may constitute a misdemeanor shall not be a bar to the maintenance of such civil action. Any person that purposely, knowingly, or recklessly causes pollution of the water of the state in a manner not otherwise permitted by law and thereby places another person in imminent danger of death or serious bodily injury shall be guilty of a felony and shall be subject to imprisonment, a fine not more than two hundred fifty thousand dollars ($250,000), or both such fine and imprisonment.

4. **Continuance of the General Permit.** Permittees wishing to continue coverage under this general permit shall submit a Renewal NOI (see Part I.B.4 for where to submit documentation) up to one hundred eighty (180) days prior to the expiration date, but no later than thirty (30) days prior to the expiration date. No additional fee is required to be submitted along with the Renewal NOI.

   An expired general permit continues in force and effect until a new general permit is issued. If this permit is not reissued or replaced prior to the expiration date, it will be administratively continued in accordance with Ark. Code Ann. § 8-4-203(m) and remain in force and effect. If a permittee was granted permit coverage prior to the expiration date, the permittee will remain covered by the continued permit until the earliest of:

   A. The effective date of the re-issuance or replacement of this permit and a timely submittal of a renewal NOI by the operator; or

   B. The operator's submittal and DEQ approval of a NOT; or

   C. Issuance and effectiveness of an individual permit for the project's discharges and completion of item B of this section (see Part I.B.24); or

D. A formal permit decision by DEQ to not reissue this general permit, at which time operators shall seek coverage under an alternative permit (see Part I.B.24).

Small site operators are responsible for ensuring that the site is in compliance with any changes or updates of this general permit by reviewing DEQ's website at:

https://www.adeq.state.ar.us/water/permits/npdes/stormwater/

Small site operators shall update their SWPPP by the effective date of this CGP and maintain a current SWPPP on site as required by Part II.A.3.

5. **Need to Halt or Reduce Activity Not a Defense.** It shall not be a defense for an operator in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. **Duty to Mitigate.** The operator shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

7. **Duty to Provide Information.** The operator shall furnish to the Director, an authorized representative of the Director, the EPA, a State, or local agency reviewing sediment and erosion plans, grading plans, or stormwater management plans, or in the case of a stormwater discharge associated with industrial activity which discharges through an MS4 with an NPDES permit, to the municipal operator of the system, within a reasonable time, any information which is requested to determine compliance with this permit.

8. **Other Information.** When the operator becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the NOI or in any other report to the Director, he or she shall promptly submit such facts or information.

9. **Signatory Requirements.** All NOIs, reports, or information submitted to the Director shall be signed and certified by the operator.

A. All NOIs shall be signed as follows:

1) For a corporation: by a responsible corporate officer. For purposes of this section, a responsible corporate officer means:

a. A president, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

b. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to ensure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or

delegated to the manager in accordance with corporate procedures.

2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively;

3) For a municipality, state, federal or other public agency: by either a principal executive or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes:

   a. The chief executive officer of the agency; or

   b. A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

B. All reports required by the permit and other information requested by the Director shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

1) The authorization is made in writing by a person described above and submitted to the Director;

2) The authorization specifies either an individual or a person having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility, or position of equivalent responsibility for environmental matters for the company (a duly authorized representative may thus be either a named individual or any individual occupying a named position); and

3) Changes to authorization. If an authorization under this Part is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the above requirements shall be submitted to the Director prior to or together with any reports, information, or applications to be signed by an authorized representative.

10. Certification. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Note: For this permit only, "this document" refers to the Stormwater Pollution Prevention Plan, "attachments" refers to the site map and inspection forms, and "system" is referencing the project site.

11. Penalties for Falsification of Reports. The Arkansas Water and Air Pollution Control Act provides that any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan or other document filed or required to be maintained under this permit shall be subject to civil penalties as specified in Part II.B.3 of this permit and/or criminal penalties under the authority of the Arkansas Water and Air Pollution Control Act (Ark. Code Ann. § 8-4-101 et seq.).

12. **Penalties for Tampering.** The Arkansas Water and Air Pollution Control Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under the Act shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to imprisonment for not more than one (1) year or a fine of not more than twenty-five thousand dollars ($25,000), or by both such fine and imprisonment.

13. **Oil and Hazardous Substance Liability.** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the operator from any responsibilities, liabilities, or penalties to which the operator is or may be subject under Section 311 of the Clean Water Act or Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

14. **Property Rights.** The issuance of this permit does not convey any property rights of any sort or any exclusive privileges, nor does it authorize any injury to private property, any invasion of personal rights, or any infringement of federal, state, or local laws or regulations.

15. **Severability.** The provisions of this permit are severable. If any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provisions to other circumstances and the remainder of this permit shall not be affected thereby.

16. **Transfers.** This permit is not transferable to any person except after notice to the Director. A transfer form shall be submitted to DEQ as required by this permit.

17. **Proper Operation and Maintenance.** The operator shall, at all times:

    A. Properly operate and maintain all systems of treatment and control (and related appurtenances) that are installed or used by the operator to achieve compliance with the conditions of this permit. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by an operator only when the operation is necessary to achieve compliance with the conditions of the permit.
    B. Provide an adequate operating staff that is duly qualified to carry out operation, inspection, maintenance, and testing functions required to ensure compliance with the conditions of this permit.

18. **Inspection and Entry.** The operator shall allow the Director, the EPA, or an authorized representative, or, in the case of a construction site that discharges to a municipal separate storm sewer, an authorized representative of the municipal operator of the separate sewer system receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to:

    A. Enter upon the operator's premises where a regulated facility or activity is located or conducted, or where records shall be kept under the conditions of this permit;
    B. Have access to and copy, at reasonable times, any records that shall be kept under the conditions of this permit;
    C. Inspect at reasonable times any facilities or equipment, including monitoring and control equipment and practices or operations regulated or required by the permit;
    D. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the CWA, any substances or parameters at any location on the permitted property.

19. **Permit Actions.** This permit may be modified, revoked, and reissued, or terminated for any cause including, but not limited to, the following:

A. Violation of any terms or conditions of this permit;
B. Obtaining this permit by misrepresentation or failure to fully disclose all relevant facts;
C. A change in any conditions that requires either a temporary or permanent reduction or elimination of the authorized discharge;
D. A determination that the permitted activity endangers human health or the environment and can only be regulated to acceptable levels by permit modification or termination; or
E. Failure of the operator to comply with the provisions of PC&EC Rule 9 (Fee Rule), now codified at 8 CAR Part 12. Failure to promptly remit all required fees shall be grounds for the Director to initiate action to terminate this permit under the provisions of 40 C.F.R. § 122.64 and § 124.5(d), as adopted by reference in PC&EC Rule 6, and the provisions of PC&EC Rule 8, now codified at 8 CAR Parts 25 and 11, respectively.

20. Re-Opener Clause.

A. If there is evidence indicating potential or realized impacts on water quality due to any stormwater discharge associated with industrial activity covered by this permit, the operator of such discharge may be required to obtain an individual permit or an alternative general permit in accordance with Part I.B.24 of this permit, or the permit may be modified to include different limitations and/or requirements.

B. Permit modification or revocation will be conducted in accordance with the provisions of 40 C.F.R. § 122.62, § 122.63, § 122.64 and § 124.5, as adopted by reference in PC&EC Rule 6, now codified in 8 CAR Part 25.

21. Local Requirements. All dischargers shall comply with the lawful requirements of municipalities, counties, drainage districts, and other local agencies regarding any discharges of stormwater to storm drain systems or other water sources under their jurisdiction, including applicable requirements in municipal stormwater management programs developed to comply with DEQ permits. Dischargers shall comply with local stormwater management requirements, policies, or guidelines including erosion and sediment control.

22. Applicable Federal, State, or local Requirements. Permittees are responsible for compliance with all applicable terms and conditions of this permit. Receipt of this permit does not relieve any operator of the responsibility to comply with any other applicable federal, state or local statute, ordinance policy, or regulation. Nothing in this permit shall be construed to preclude the institution of any legal or enforcement actions or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable federal, state, or local law, rule, or regulation.

23. Monitoring and Reporting. Samples and measurements collected for monitoring purposes shall be representative of the volume and characteristics of the monitored discharge activity. Permittees shall retain all monitoring information for a minimum of three (3) years from the date the permittee's authorization under this permit is terminated. This retention period may be extended upon request of the Director at any time.

Records of monitoring information must include, at a minimum:

1) Name and model of equipment;
2) Calibration date and time;
3) The individual who performed the calibration(s);
4) The date, exact place, time, and methods of sampling or measurements;
5) The individual(s) who performed the sampling or measurements;

6) The date(s) analyses were performed;
7) The individual(s) who performed the analyses;
8) The analytical techniques or methods used;
9) The measurements and results of such analyses; and
10) The chain of custody that records the sequence of custody, control, transfer, analysis, and measurement of the analyses.

Operators shall also retain all calibration and maintenance records for monitoring equipment, all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and any records or data used to prepare the NOI or other permit application materials.

Text File

File Number: ORD-26:022

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CHANGE IN ZONING BOUNDARIES FROM C-3 GENERAL COMMERCIAL DISTRICT TO RM-12 LUO MULTI FAMILY RESIDENTIAL DISTRICT WITH LIMITED USE OVERLAY FOR PROPERTY LOCATED AT 2038 NORTH CHURCH STREET, JONESBORO, ARKANSAS, AS REQUESTED BY NK & SONS INVESTMENT

WHEREAS, the owners of certain real property located at 2038 North Church Street, Jonesboro, Arkansas, have filed a request to rezone said property from C-3 General Commercial District to RM-12 LUO Multi Family Residential District with Limited Use Overlay; and

WHEREAS, the Metropolitan Area Planning Commission has reviewed said request and, after due consideration, has recommended approval of the proposed rezoning; and

WHEREAS, the proposed rezoning with conditions is deemed appropriate for the orderly growth and development of the City; and

WHEREAS, the City Council finds that the requested zoning change promotes the public health, safety, and welfare of the citizens of Jonesboro;

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

SECTION 1. Chapter 117, Article III of the Code of Ordinances of the City of Jonesboro, Arkansas, be amended so as to change the zoning classification of the following described property:

FROM: **C-3 General Commercial District**
TO: **RM-12 LUO Multi Family Residential District with Limited Use Overlay**

For the following described property:

A REPLAT OF LOTS 2 AND 3 OF T.B. HEATH SUBDIVISION OF THE WEST 15 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 4 EAST AS SHOWN BY PLAT RECORDED IN BOOK 48

AT PAGE 254 IN THE CIRCUIT CLERK'S OFFICE, CRAIGHEAD COUNTY COURTHOUSE, JONESBORO, ARKANSAS. ALONG WITH A PART OF 8 OF T.B. HEATH SUBDIVISION OF THE WEST 15 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECITON 7, TOWNSHIP 14 NORTH, RANGE 4 EAST AS SHOWN BY PLAT RECORDED IN BOOK 487 AT PAGE 254, IN THE CIRCUIT CLERK'S OFFICE, CRAIGHEAD OUNTY COURTHOUSE, JONESBORO, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 OF SAID T.B. HEATH SUBDIVISION, THENCE SOUTH 89º28'41" EAST 3.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89º28'41" EAST 313.10 FEET; THENCE NORTH 00º06'56" EAST 200.74 FEET; THENCE SOUTH 89º37'48" WEST 308.43 FEET; THENCH SOUTH 01º28'52" EAST 195.96 FEET TO THE POINT OF BEGINNING. HAVING A COMBINED AREA OF 61,629.8 SQUARE FEET, 1.42 ACRES MORE OR LESS.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. The rezoning of this property shall adhere to the following conditions:

1. That the proposed site plan shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed and approved by the Planning Department prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. The Limited Use Overlay shall limit multi-family development to a total of twelve (12) units on the property.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: _____ Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: 2038 N. Church Street

Side of Street: East between _____ _____

Quarter: _____ Section: 7 Township: 14 Range: 04

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

SITE INFORMATION:

Existing Zoning: C-3 Proposed Zoning: RM 16

Size of site (square feet and acres): 61,629.8 ft/sq; 1.41 ac Street frontage (feet): 195.96

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: Hwy 141 minor arterial; Daybreak is collector

Does public water serve the site? __yes___

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? _____

Use of adjoining properties:

North C3

South C3, R3

East C3 R3

West C3

Physical characteristics of the site: Property is vacant (dilapidated structures)

Characteristics of the neighborhood: mixed commercial and R3

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

Revised 08-Nov. 17

REZONING INFORMATION:

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

(1). How was the property zoned when the current owner purchased it?

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?

(3). If rezoned, how would the property be developed and used?

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?*

(6). How would the proposed rezoning be the public interest and benefit the community?

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

(10). How long has the property remained vacant?

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

(12). If the rezoning is approved, when would development or redevelopment begin?

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

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

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

Name: NK & Sons Investments
Address: 2500 Alexander Ste B
City, State: Jonesboro ZIP AR
Telephone: 870 938 0288
Facsimile: _____
Signature: _____ attorney for owner

Deed: *Please attach a copy of the deed for the subject property.*

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

Name: _____
Address: _____
City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: _____

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

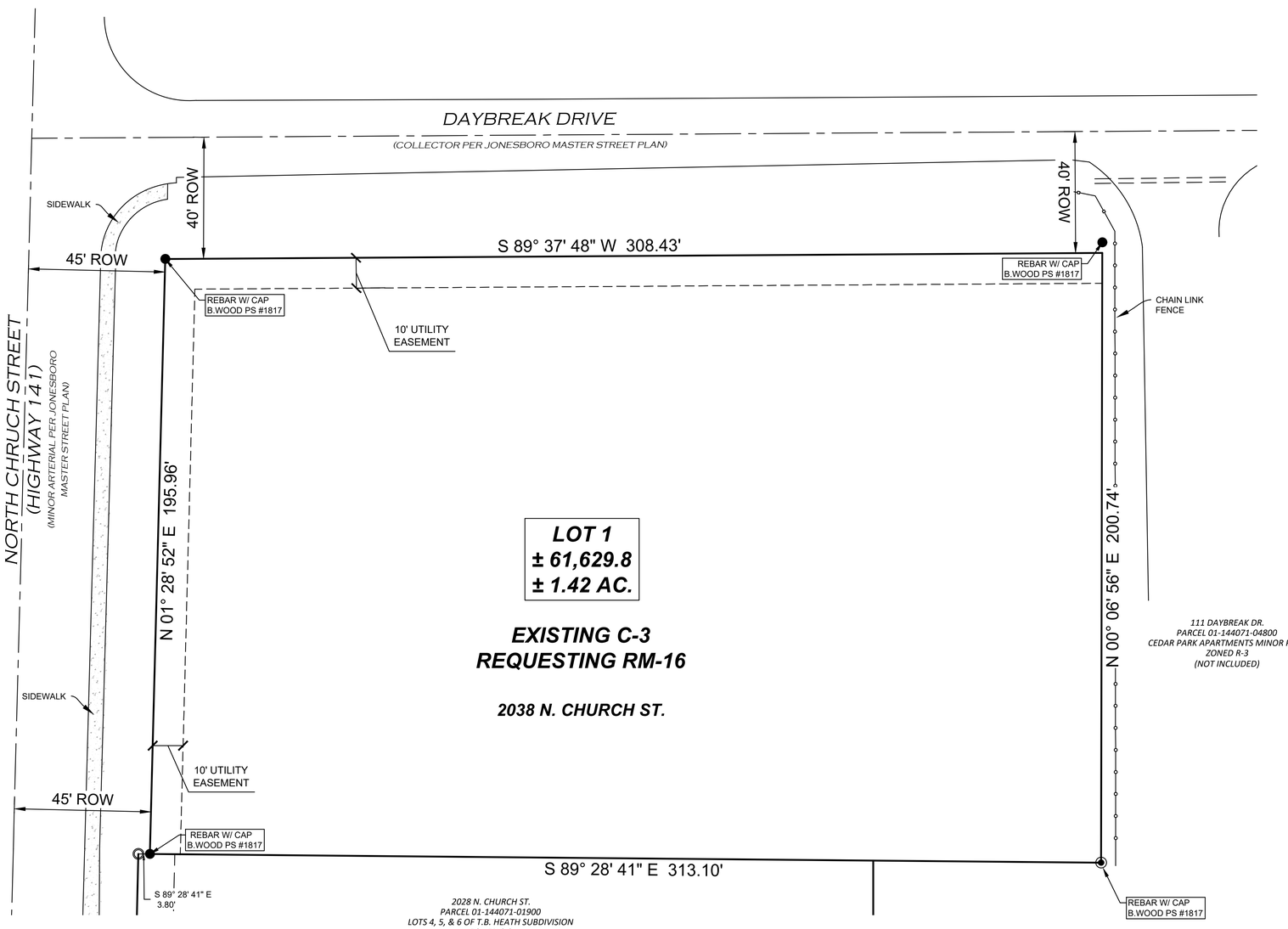
NORTH

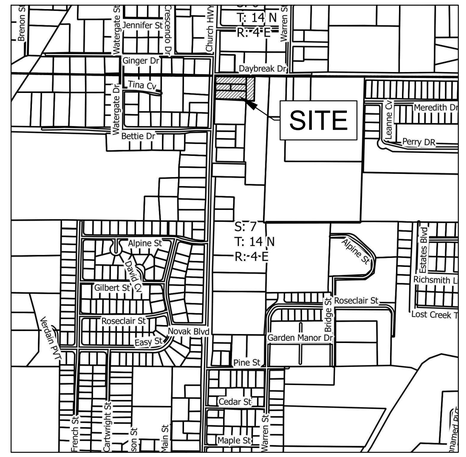
BASIS OF BEARINGS:
ARKANSAS STATE PLANE
GRID NORTH ZONE (0301)

0 20' 40'
SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. ANY UTILITIES SHOWN HEREON ARE BASED SOLELY ON SURFACE EVIDENCE, UTILITY APPURTENANCES, MARKINGS, UTILITY COMPANY MAPS AND INFORMATION AVAILABLE AT THE TIME OF THE FIELD SURVEY. THE LOCATIONS SHOWN REPRESENT CONDITIONS AS OBSERVED ON THE DATE OF SURVEY AND ARE APPROXIMATE. THIS SURVEY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, ACCURACY, HORIZONTAL OR VERTICAL LOCATION, OR EXISTENCE OF ANY UNDERGROUND UTILITIES NOT OBSERVED. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO CONTACT UTILITY COMPANIES AND THE ONE CALL SYSTEM PRIOR TO EXCAVATION.
3. THE PROPERTY DOES NOT LIE IN THE 100-YEAR SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM): PANEL NO. 05031C0252D, EFFECTIVE DATE 09/26/2024.
4. THE FOLLOWING DOCUMENTS WERE USED AS REFERENCES FOR THIS SURVEY:
   a. PLAT - NK & SONS INVESTMENTS CHURCH STREET REPLAT, CRAIGHEAD CIRCUIT CLERK, BOOK 'D' PAGE 16 (DOCUMENT #2026R-004461), DATED 03/05/2026.
   b. PLAT - T.B. HEATH SUBDIVISION, CRAIGHEAD CIRCUIT CLERK, BOOK 48, PAGE 254, DATED 06/23/1948.
   c. PLAT - CEDAR PARK APARTMENTS MINOR PLAT, CRAIGHEAD CIRCUIT CLERK PLAT BOOK 'C', PAGE 155, DATED 04/28/2004.
   d. PLAT - CHRIS HINDS REPLAT, CRAIGHEAD CIRCUIT CLERK, PLAT BOOK 'C', PAGE 94, DATED 06/27/2000.
   e. SURVEY - LOTS 4, 5, & 6 OF T.B. HEATH SUBDIVISION, BY B. WOOD PS #1817, DATED 05/23/2022.
   f. DEED - COGGINS TO HARVEY,COFIELD, BOYD, CRAIGHEAD CIRCUIT CLERK, DOCUMENT #2025R-015422, DATED 08/13/2025.
   g. DEED - DEMENT FAMILY TRUST TO KASSEN LIVING TRUST, CRAIGHEAD CIRCUIT CLERK, DOCUMENT #2025R-019103, DATED 10/06/2025.





VICINITY MAP
SCALE: 1" =1000'

LEGEND

- FOUND IRON PIPE (AS NOTED)
- FOUND REBAR (AS NOTED)
- SET 1/2" REBAR W/ B. WOOD P.S. # 1817 CAP
- CALCULATED CORNER
- 1 — LOT TO BE EXTINGUISHED
- 1R — LOT NUMBER OF NEW LOT
- BOUNDARY LINE
- EASEMENT LINE
- ROAD CENTERLINE
- LOT TO BE EXTINGUISHED
- OE — OVERHEAD ELECTRIC LINE
- POWER POLE

REC. RECORD DISTANCE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
N.T.S. NOT TO SCALE

EXISTING C-3 ZONING

REQUESTED RM-16 ZONING

DESCRIPTION:

LOT 1 OF NK & SONS INVESTMENTS CHURCH STREET REPLAT AS SHOWN BY PLAT RECORDED IN PLAT BOOK D PAGE 16, IN THE CRAIGHEAD COUNTY CIRCUIT CLERK OFFICE, CRAIGHEAD COUNTY COURTHOUSE, JONESBORO ARKANSAS.

OWNER'S CERTIFICATION

WE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND HAVE CAUSED SAME TO BE SURVEYED AND REQUEST A REZONING OF SAID PROPERTY FROM **C-3** TO **RM-16** .

PRINTED NAME: _____ PRINTED NAME: _____
SIGNATURE: _____ SIGNATURE: _____
TITLE: _____ TITLE: _____

SURVEYOR'S CERTIFICATION :

I, BRANDON G. WOOD, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS".
BRANDON G. WOOD, P.S. # 1817

BRANDON G. WOOD
ARKANSAS SURVEYOR
1817

LICENSED PROFESSIONAL ENGINEER
STATE OF ARKANSAS
No. 1817
SIGNATURE
BRANDON G. WOOD
REGISTERED LAND SURVEYOR

REZONING PLAT
EXISTING C-3 , REQUESTING RM-16
LOT 1 OF NK & SONS INVESTMENTS CHURCH STREET REPLAT

2038 N. CHURCH ST., JONESBORO, CRAIGHEAD COUNTY, ARKANSAS
CLIENT: NK & SONS INVESTMENTS LLC

STATE CODE: 500-14N-04E-0-07-140-16-1817

DATE: 03/06/2026
REV:
DRAWN BY: BGW

BRANDON WOOD, P.E., P.S.
ENGINEERING & SURVEYING
112 CR 7625
BROOKLAND, AR 72417
PH: (870) 930-7504
FAX: (870) 972-6027
BWOOD@WOODENGR.COM
WWW.BWOODENGINEERING.COM

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City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-09

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 9, 2026

REQUEST: To consider a rezoning of 2038 N Church St

PURPOSE: A request to consider recommendation to Council for a rezoning from "C-3", General Commercial district to "RM-12" Multi Family Residential District

APPLICANT: **NK & Sons Investment**

LOCATION: **2038 N Church St**

SITE DESCRIPTION: **Total Size:** Approx. 1.41 Acre- 61,692.8 S.F.
Street Frontage: Approx. Church St and Daybreak Dr

Existing Development: Circa 2002, and 2003 this site was designed and approved as a subdivision.

Physical Characteristics of the Site: Vacant Lot

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-3
South	C-3 and R-3
East	C-3 and R-3
West	C-3

HISTORY:

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as Moderate Intensity Growth Sector

The Current/Future Land Use Map recommends this location as a **Moderate Intensity Residential**.

Moderate Intensity:

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

Typical Land Uses:

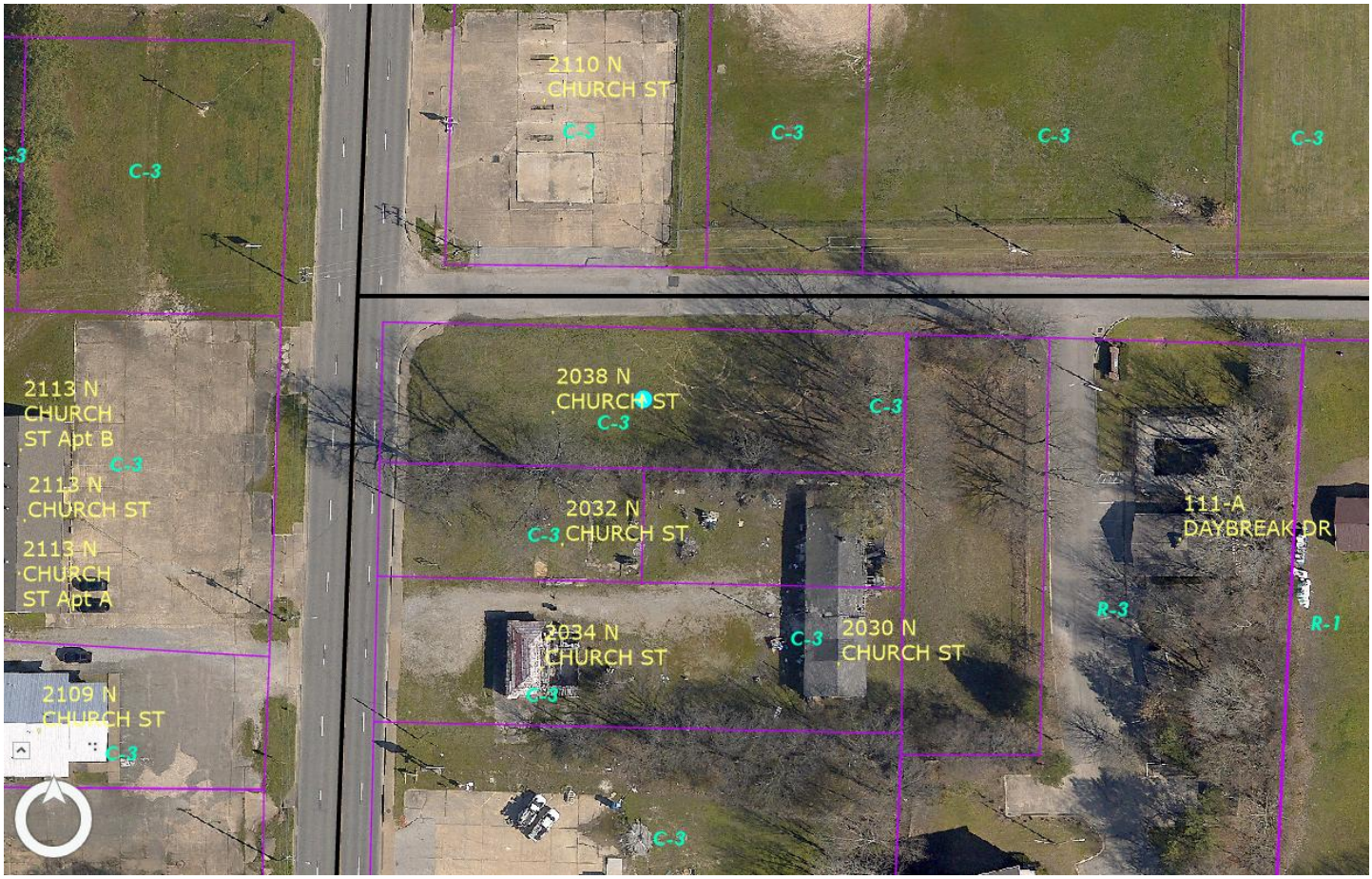
- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)

.


2110 N
CHURCH ST
C-3
2038 N
CHURCH ST
2113 N
CHURCH
ST Apt B
2113 N
CHURCH ST
2113 N
CHURCH
ST Apt A
2032 N
CHURCH ST
111-A
DAYBREAK DR
R-3
R-1
2034 N
CHURCH ST
2030 N
CHURCH ST
2109 N
CHURCH ST

Land Use Map

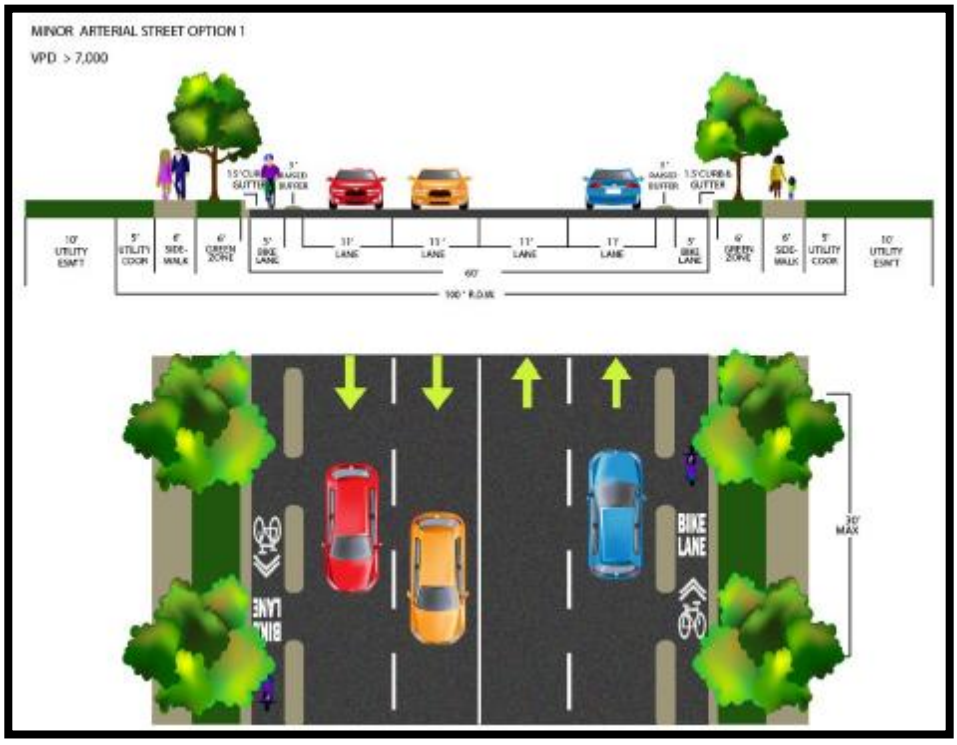
Master Street Plan/Transportation

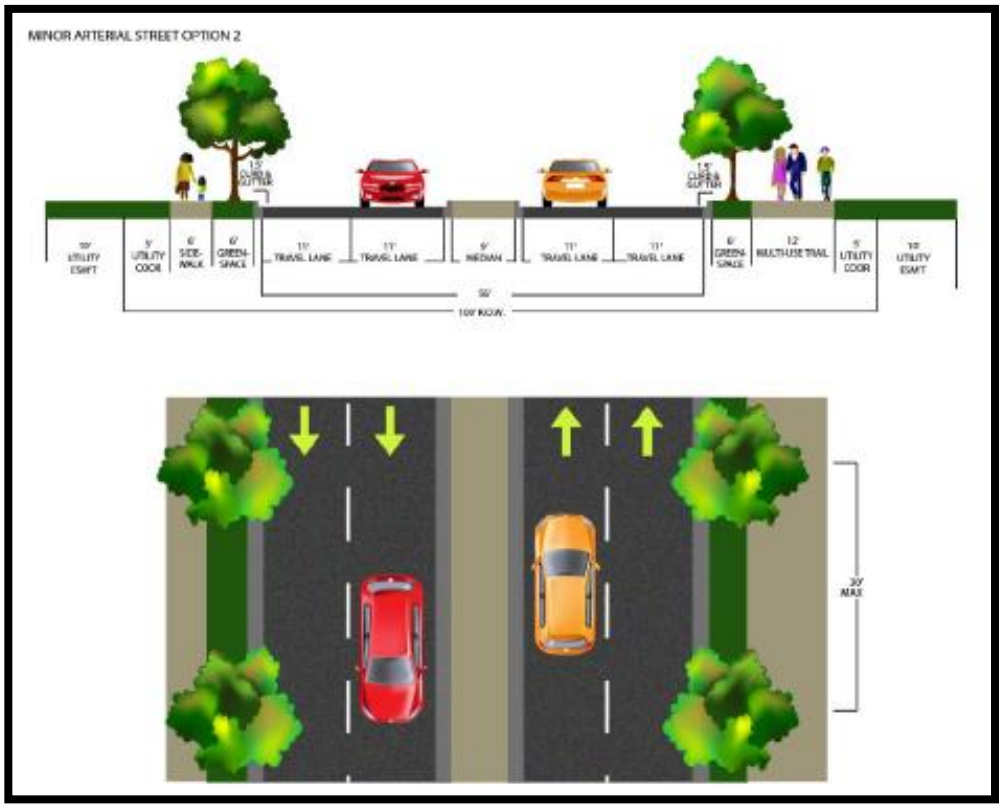
The subject property will be served by N Church St and Daybreak Dr. The Master Street Plan classifies N Church St as a Minor arterial and Daybreak Dr as Collector St.

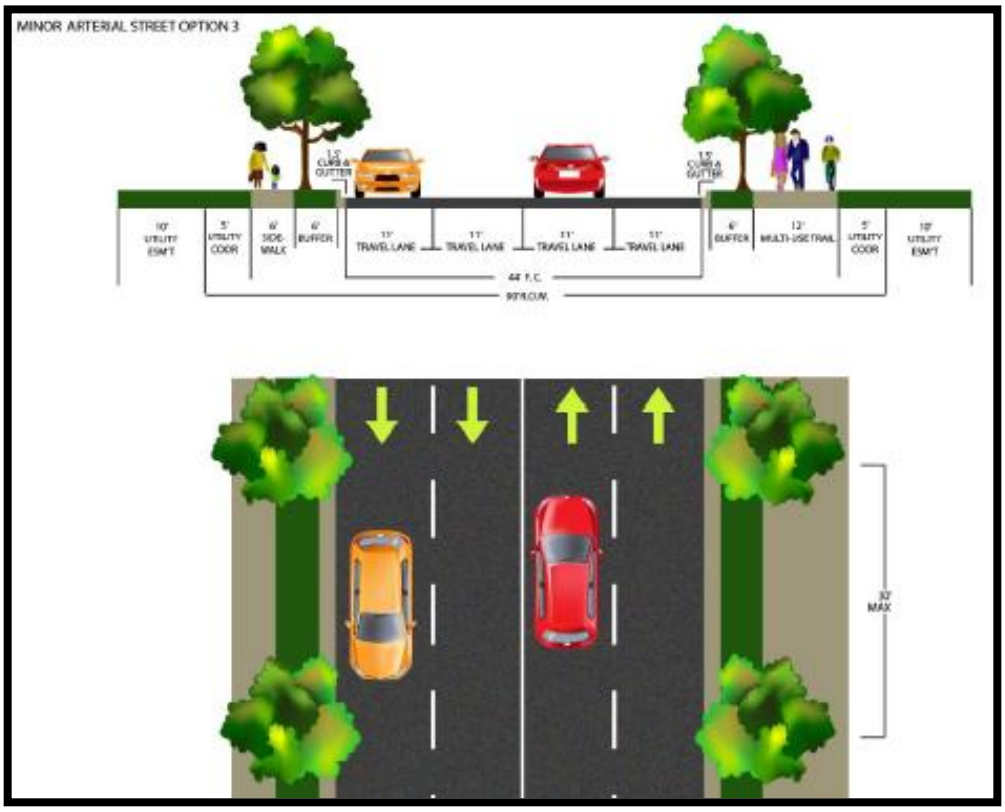
Minor Arterials function similarly to principal arterials, but operate under lower traffic volumes, serve trips of shorter distances, and provide a higher degree of property access than principal arterials.

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

DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



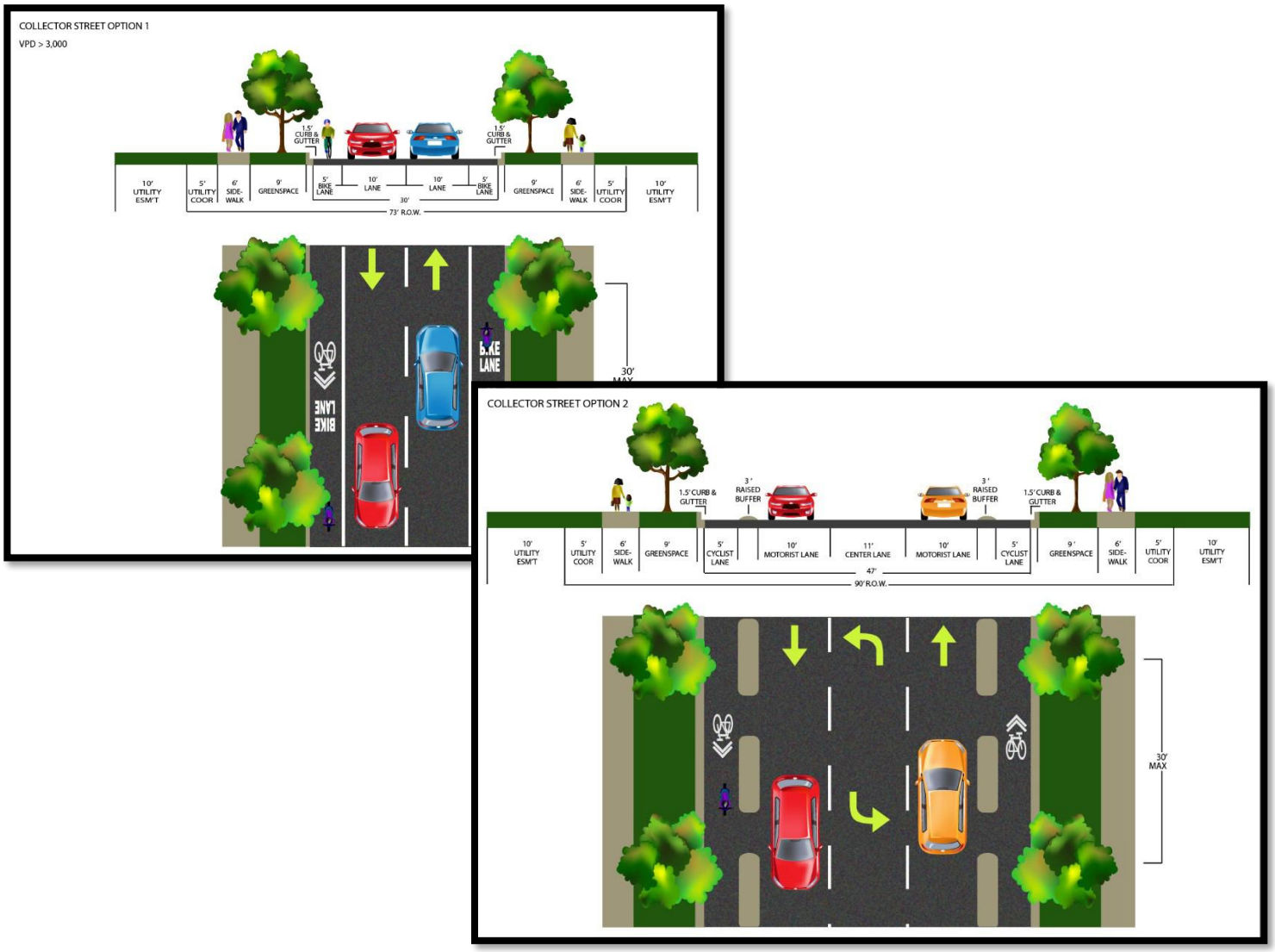

MINOR ARTERIAL STREET OPTION 2
10' UTILITY ESMT
5' UTILITY COOR
6' SIDE-WALK
6' GREEN-SPACE
11' TRAVEL LANE
11' TRAVEL LANE
6' MEDIAN
11' TRAVEL LANE
11' TRAVEL LANE
6' GREEN-SPACE
12' MULTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESMT
100' ROW
30' MAX


MINOR ARTERIAL STREET OPTION 3
10' UTILITY ESMT
5' UTILITY COOR
6' SIDE-WALK
6' BUFFER
11' TRAVEL LANE
11' TRAVEL LANE
11' TRAVEL LANE
11' TRAVEL LANE
6' BUFFER
12' MULTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESMT
44' F.C.
90' R.O.W.
32' MAX

Collectors provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

FUNCTION: A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



Approval Criteria- Chapter 117 - Amendments:

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

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

Staff Findings:

Applicant's Purpose
The proposed area is currently classified as "C-3", General Commercial district. The applicant is applying for a rezoning to allow RM-12 Multi Family Residential at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RM-16 as follows:

RM-16—Residential multifamily classification; 12 units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26-09 ; a request to rezone property from "C-3" General Commercial District to "RM-16" Multifamily residential district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

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Sample Motion:
I move that we place Case: RZ 26-09 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from from "C-3" General Commercial District to "RM-12" Multifamily residential district will be compatible and suitable with the zoning, uses, and character of the surrounding area except the adopted Land use plan.

NK & Sons Investments

2038 N. Church Street

Rezoning Information

1. How was the property zoned when the current owner purchased it?

C-3

2. What is the purpose of the proposed rezoning? Why is the rezoning necessary?

To achieve the highest and best use of the land.

3. If rezoned, how would the property be developed and used?

A gated multifamily community with security cameras, green space and play area.

4. What would be the density of intensity of development?

Approximately 22 units.

5. Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and Future land use plan?

Yes.

6. How would the proposed rezoning be in the public interest and benefit the community?

This project would bring greatly needed quality housing to a part of the city that would benefit greatly from such housing.

7. How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

The area is most commercial, with some multifamily and residential throughout. A quality project such as is proposed would blend seamlessly with the neighborhood.

8. Are there substantial reasons why the property cannot be used in accordance with existing zoning?

The proposed rezoning would fulfill the highest and best use of the property.

9. How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property?

The proposed project would be gated with security cameras with minimal impact on traffic, odor, noise, and light. Most of surrounding property is C-3 with more impact.

10. How long has the property remained vacant?

As long as applicant is aware.

11. What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police and emergency medical service?

The proposed project would include green space and a play area. The impact on city services would be minimal due to the size of the property and density permitted.

12. If the rezoning is approved, when would development or redevelopment begin?

Immediately.

13. How do neighbors feel about the proposed rezoning?

A neighborhood meeting was held on January 13, 2026. Minutes are attached.

MAPC Meeting June 23rd, 2026

1. Call to order

2. Roll Call

Present (8): Mitch Johnson, Stephanie Nelson, Kevin Bailey, Jeff Steiling, Jimmy Cooper, Jim Little, Dennis Zolper, Lonnie Roberts

Absent (1): Monroe Pointer

3. Approval of minutes

MIN-26:055 MINUTES June 9th, 2026 MAPC

A motion was made by Dennis Zolper, seconded by Stephanie Nelson, that the approval of the minutes be tabled until the July 14th, 2026 meeting.

Aye (8): Mitch Johnson, Stephanie Nelson, Kevin Bailey, Jeff Steiling, Jimmy Cooper, Jim Little, Dennis Zolper, Lonnie Roberts

Nay (0):

Absent (1): Monroe Pointer

4. Preliminary Subdivisions

5. Final Subdivisions

PP-26-09 **Final Subdivision: Savann Hills Subdivision Phase VI**

Lonnie Roberts (Chair): What was supposed to be the first item on the agenda, PP-26-09 has been pulled till a further date.

The Item has been Postponed until further notice.

6. Conditional Use

7. Rezonings

RZ-26-09 **Rezoning: 2038 N Church St**

The applicant NK & Sons Investments is requesting a rezoning of the property from C-3 General Commercial District to RM-12 Residential Multi-Family at 2038 N Church St

Lonnie Roberts (Chair): Do we have the proponent for this item tonight?

Jim Gramling (Proponent): Jim Gramling, Gramling Law Firm. So, this was originally RM-16. That says RM-12. So, let me back up just a second. We had a neighborhood meeting. Only one person showed up and he was in favor of the project, but then in the pre-meeting, there was some current concern expressed about density. So, we sort of went back to the drawing board and what we've come up with, is a proposal for RM-12, but with a limited use overlay that limits the property to 12 units. I think in RM-12 there could be 15 units if my math is right. So, the limited use overlay would limit it to 12 units.

Lonnie Roberts: For the entire 1.4 acres?

Jim Gramling: Yes, so the entire property, RM-12 but limited use overlay to limit it to 12 units. This property is currently zoned C-3. And there is some old property nearby with 18 units. So, I think the 12 units is a good compromise that would fit the property, still out to be a viable project, but I'm happy to answer any questions if anybody has any.

Lonnie Roberts: Alright, anybody have a question at this point?

Kevin Bailey (Commission): Question, I'll let Derrel talk, but I have a question for Derrel.

Lonnie Roberts: Okay, I'll open up for city's comments on this.

Derrel Smith (City Planner): Yes, we have reviewed it and we would recommend approval, it also meets 5 of the 6 planning criteria. It did not meet it for, it's a moderate intensity zone, which the most it allows is RM-8 which would allow 11 units per acre. So, we would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future, and the limited use overlay will limit this to 12 units total.

Lonnie Roberts: Okay, before we give commissioner comments, is there anybody here to make public comments on this? Okay, none seen, so I'll open up for commissioners. Questions of staff or the applicant?

Kevin Bailey: Derrel, if it was rezoned single-family, whatever residential zone that may be, for this acreage, how many single family home roundabout do you think would fit?

Lonnie Roberts: He's doing some calculations.

Derrel Smith: If you went to RS-4 it would be five, if you go to RS-6 it would be eight.

Kevin Bailey: Eight houses? Okay. That was my question.

Lonnie Roberts: Okay, any other questions, commissioners?

Kevin Bailey: I have one for Jim, so Jim if it was an RM-8 and be 11 units, would you all be willing to consider that? That way, it would, the rezoning would check all the boxes. That's you losing one complex.

Jim Gramling: Well that's, two things, number one, we had this issue when we were at RM-16, RM-12, it was 23 units and then 15 units and I'm not a builder but, according to my client, it is much better to have an even number of units then to have an odd number of units. So, if it's 11 it might end up being ten and you know, the second thing would be, there are items approved all the time that don't have every single box checked, and in this case, we're one unit away. RM-8 would be 11 units. We're just asking for 12 and you know, we've come down. Nobody in the neighborhood is objecting. I saw a news story where they interviewed two folks and one said, I don't want it because of traffic. Of course the C-3 is going to be, and the other said, yeah I think it would help the neighborhood. So, I would like to keep it at 12 for those reasons.

Lonnie Roberts: You don't have anymore? Any other commissioners have a question or comment? Are you ready to make a motion?

Jimmy Cooper (Commission): Cooper, and I make motion. I've lived in that area most of my life. That lot has basically sat there as a wooded lot. And I don't see any commercial thing moving too much in that direction north. So, I move we approve it.

Dennia Zolper (Commission): Zolper, second.

A motion was made by Jimmy Cooper, seconded by Dennis Zolper, that the matter be approved, and the motion was PASSED with the following vote:

> Aye (7): Mitch Johnson, Stephanie Nelson, Jeff Steiling, Kevin Bailey, Jimmy Cooper, Jim Little, Dennis Zolper

Nay (0)

Absent (1): Monroe Pointer

RZ-26-10 **Rezoning: 2911 Brown's Lane**

The applicant John Easley is requesting a rezoning of the property at 2911 Brown's Lane from R-3 Multi-Family Residential to C-3 General Commercial District

Lonnie Roberts (Chair): Do I have the proponent for this item?

John Easley (Proponent): John Easley, with Associated Engineering, on behalf of Halsey Real Estate. Asking for a rezoning on the old Lexington Place nursing home on Browns Lane. It's currently R-3 and it's the only residential in the area. We're asking for C-3.

Lonnie Roberts: Okay, city planner do you have the staff comments for this one?

Derrel Smith (City Planner): Yes, I do. It does meet all six of the criteria for rezonings. We would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay, and is there anyone here to give public comments regarding this applications? If not, I'll open up for commissioners, questions or comments? Or I'll take a motion.

Dennis Zolper (Commission): Zolper, make a motion to approve.

Lonnie Roberts: I have a motion to approve do I hear a second?

Jim Little (Commission): Little, second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved and the motion was PASSED with the following vote:

Aye (7): Mitch Johnson, Stephanie Nelson, Jeff Steiling, Kevin Bailey, Jimmy Cooper, Jim Little, Dennis Zolper

Nay (0)

Absent (1): Monroe Pointer

8. Miscellaneous Items

9. Staff Comments

10. Adjournment

Meeting was adjourned.

OFFICIAL RECEIPT

Receipt Date 07/14/2026 11:54 AM Receipt # 00278319
Receipt Print Date 07/14/2026 Batch # 00014.07.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	359.45
Detail:	
01-000-0150-00	
Rezoning 2038 N Church St - P	
roof of Publication	359.45
Total	359.45

Payment Information:

Check	1017	359.45
Change		0.00

NK & Sons Investment LLC
Customer #: 000000

3320 Flemon Rd
Jonesboro, AR 72404-

Cashier: TJGeror
Station: TJGEROR

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED AT 1400 SOUTHERN RIDGE BLVD. AS REQUESTED BY FISHER ARNOLD

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

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

FROM: **Residential R-1**
TO: **Commercial C3-LUO**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PART OF LOT 1 OF SOUTHERN OAKS, PHASE II TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SOUTHERN OAKS, PHASE II TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°06'49" EAST, ALONG THE NORTH LINE OF SAID LOT 1, 639.50 FEET; THENCE SOUTH 00°38'51" EAST, LEAVING SAID NORTH LINE, 605.31 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN RIDGE BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 75°12'17" WEST, 463.58 FEET TO A POINT ON A CURVE TO THE RIGHT; NORTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 75°24'22", A RADIUS OF 25.00 FEET, 32.90 FEET TO A POINT THAT BEARS NORTH 37°30'05" WEST, 30.58 FEET FROM THE LAST SAID POINT; NORTH 00°12'06" EAST, 28.58 FEET; NORTH 89°47'54" WEST, 60.00 FEET TO A POINT ON A CURVE TO THE RIGHT; SOUTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF

102°51'33", A RADIUS OF 25.00 FEET, 44.88 FEET TO A POINT THAT BEARS SOUTH 51°37'53" WEST, 39.09 FEET FROM THE LAST SAID POINT TO A POINT ON A CURVE TO THE LEFT; NORTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 04°25'04", A RADIUS OF 1240.00 FEET, 95.61 FEET TO A POINT THAT BEARS NORTH 79°08'53" WEST, 95.58 FEET FROM THE LAST SAID POINT TO THE WEST LINE OF LOT 1 OF SAID SOUTHERN OAKS, PHASE II; THENCE NORTH 00°39'49" EAST, ALONG SAID WEST LINE, 430. 24 FEET TO THE POINT OF BEGINNING, CONTAINING 7.56 ACRES (329,367 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.

SECTION III: THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, INSOFAR AS IT RELATES TO THE LANDS DESCRIBED HEREINABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.

FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

June 17, 2026

Mr. Derrel Smith
Director of Planning and Zoning
City of Jonesboro
300 S Church Street
Jonesboro, AR 72401

RE: REQUEST FOR REZONING
R-1 to C-3 L.U.O.
PART OF LOT 1 SOUTHERN OAKS PHASE II
JONESBORO, ARKANSAS

Dear Mr. Smith:

On behalf of Southern Hills Real Estate LLC we are pleased to submit this rezoning request. The subject property is located on the north side of Southern Ridge Blvd approximately 2,000 linear feet east of Southwest Drive. It is currently zoned R-1 and contains 7.56 Acres. We are proposing C-3 LUO General Commercial zoning for this property. Exhibit A contains the list of permitted uses for this Overlay. Please accept this application for rezoning based on the guidelines outlined in the Jonesboro Code of Ordinances. We are requesting this application for rezoning be heard at the regularly scheduled Metropolitan Area Planning Commission meeting on July 14, 2026 at 5:30PM.

Please see below the necessary information offering justification and explanation for the proposed rezoning as requested by the rezoning application. The explanations are numbered respective to the questions on the rezoning application.

1) The property was zoned R-1 at the time the current owner purchased it.

2) The purpose of this rezoning is to allow for continued commercial development necessary for and is consistent with the character of the growing neighborhood.

3) The property will be developed with limited commercial uses allowed for within the C-3 district, consistent with the Southern Hills Development, and permitted by the LUO request.

4) If the rezone is approved, the size and character of the commercial developments, which are unknown at this time, will be consistent with adjacent commercial developments and governed by the limits of this rezoning request.

5) The Land Use Plan depicts this area of land to be allocated for high intensity use; thus, the proposed zoning is consistent with the Land Use Plan.

404 Creath Avenue
Jonesboro, AR 72401
870.932.2019
Toll Free: 1.888.583.9724
www.fisherarnold.com

6) A rezone from R-1 to C3-LUO would allow for continued commercial growth to support the existing and developing residential homes in the area.

7) The surrounding area possesses existing commercial property located east and west of the respective property along Southern Ridge Blvd.

8) Due to the nature of the commercial growth potential along Southern Ridge Blvd, it is more economical to conform to the market's needs for additional commercial property- providing support for the existing and developing residential homes in the surrounding area.

9) A successful rezone of this property would not create any change in the normal and customary use of "nearby property".

10) The respective property has remained undeveloped. No existing structures exist.

11) If the property were to be rezoned, impact on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services would not be measurably different than the surrounding developments.

12) There is no known development for this parcel at this time.

13) A neighborhood meeting has not been held at this time.

14) Please see **Exhibit A** for Limit Use Overlay intended uses.

If there are any further questions or concerns, please do not hesitate to contact me.

Sincerely

Garrett Dunnam P.E.
Civil Engineer
FISHER ARNOLD
404 Creath Avenue | Jonesboro, AR 72401

EXHIBIT A

All items listed herein are uses permitted or conditional uses for C-3 General Commercial District:

Items marked out are not permitted uses relating to this limited use overlay.

Items highlighted in Green are Permitted uses relating to this limited use overlay.

~~Animal care, general~~

Animal care, limited

Automated teller machine

Bank or financial institution

~~Bed and breakfast~~

~~Carwash~~

~~Cemetery~~

Church

~~College or university~~

~~Communication tower~~

~~Convenience store~~

~~Day care, limited (family home)~~

Day care, general

~~Entertainment, adult~~

~~Funeral home~~

~~Golf course~~

Government service

~~Homeless shelter~~

~~Hospital~~

~~Hotel or motel~~

Library

~~Medical marijuana dispensary~~

Medical service/office

~~Museum~~

Nursing home

Office, general

~~Parking lot, commercial~~

Parks and recreation

~~Pawn shops~~

Pharmacy

~~Post office~~

~~Recreation/entertainment, indoor~~

~~Recreation/entertainment, outdoor~~

~~Recreational vehicle park~~

~~Restaurant, fast-food~~

Restaurant, general

Retail/service

~~Safety services~~

~~School, elementary, middle and high~~

~~Service station~~

~~Sign, off-premises*~~

~~Utility, major~~

~~Utility, minor~~

~~Vehicle and equipment sales~~

~~Vehicle repair, general~~

~~Vehicle repair, limited~~

~~Vocational school~~

~~Warehouse, residential (mini) storage~~

~~Freight terminal~~

~~Research services~~

~~Agriculture, animal~~

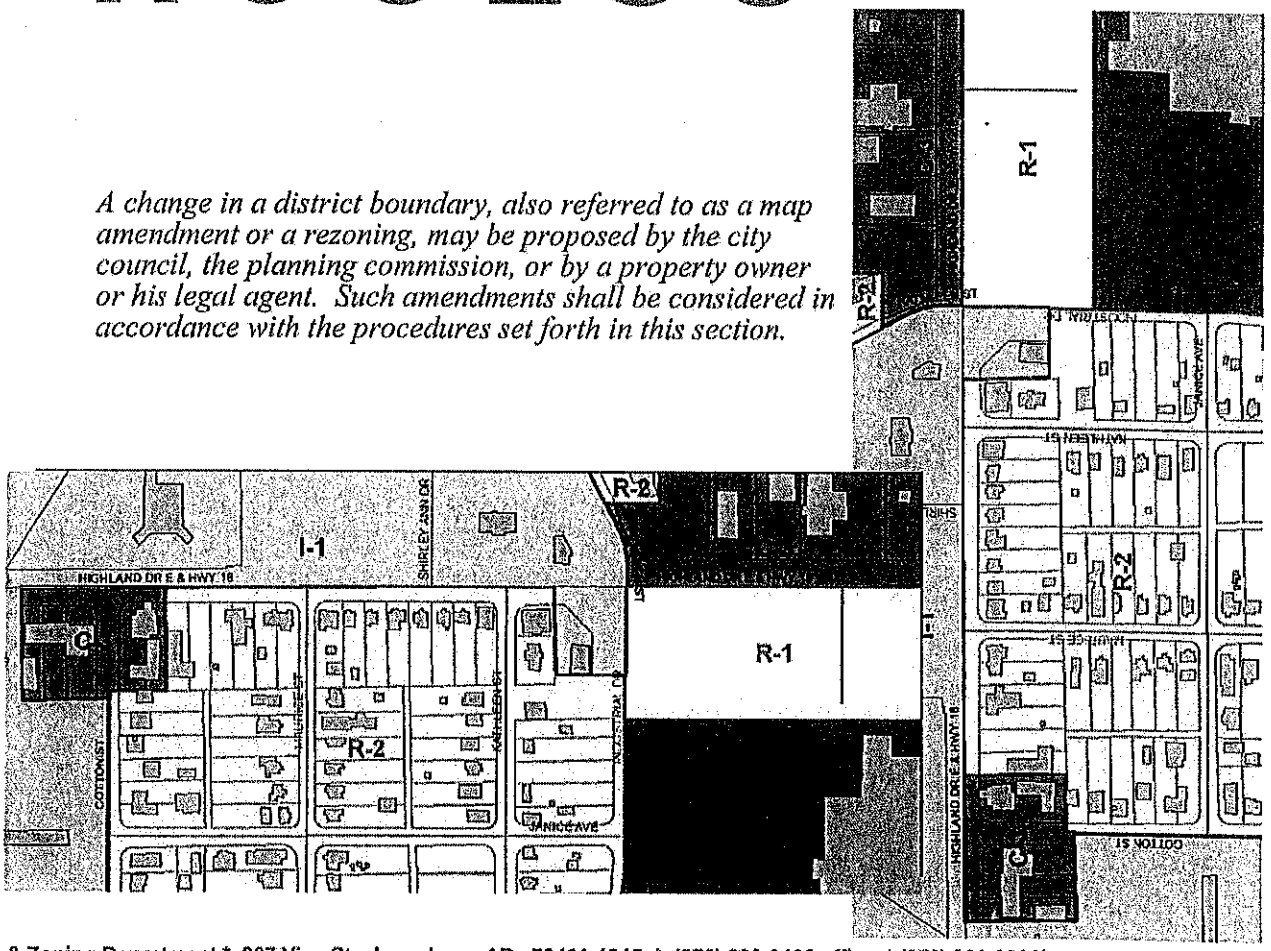
~~Agriculture, farmers market~~

Items listed herein reflect the current items for the C-3 District as described in the Use Table at the time of this rezoning request.

City of Jonesboro ARKANSAS

REZONING PROCESS

A change in a district boundary, also referred to as a map amendment or a rezoning, may be proposed by the city council, the planning commission, or by a property owner or his legal agent. Such amendments shall be considered in accordance with the procedures set forth in this section.



Amendments & Rezonings

14.44.05 Amendments. Two (2) types of amendments to this zoning ordinance are recognized; one being a revision in the textual provisions of the ordinance, and the other being a change of boundary in a zoning district.

(a) **Amendment to Text.** Amendments to the text may be initiated by the planning commission, the city council, or by the mayor. Proposed amendments shall be processed in accordance with the procedures set forth in this section.

(1) Notice. The City Planner shall be responsible for scheduling a public hearing before the planning commission. He shall prepare the content of a public notice, and ensure that the notice is published in a newspaper of general circulation with the city at least fifteen (15) days before the public hearing.

(2) Hearing and Recommendation by the Planning Commission. The planning commission shall conduct a public hearing on the proposed amendment, hearing both the proponents and opponents, if any. Following the public hearing, the commission shall determine its recommendation(s) regarding the proposed amendment, and make such known to the city council.

(3) Action by the City Council. After receiving the recommendation of the planning commission, the city council may approve the amendment as submitted; may approved a revised version they deem appropriate; refer it back to the planning commission for further study and consideration; table it; or deny it. If the city council action does not take place with six (6) months after the planning commissions public hearing, the amendment process must begin anew.

(b) **Change in District Boundary.** A change in a district boundary, also referred to as a map amendment or a rezoning, may be proposed by the city council, the planning commission, or by a property owner or his legal agent. Such amendments shall be considered in accordance with the procedures set forth in this section.

(1) Application Submittal. A complete application for change in district boundary or map amendment, hereafter referred to as a rezoning, shall be submitted to the city planner in a form established by him, along with the non-refundable processing fee (see attached fee schedule). Applications shall be filed by the 17th of the month in order to be placed on the planning commission agenda for the subsequent months meeting, which is held on the second Tuesday thereof. No application shall be processed until the city planner determines that the application is complete and the required fee has been paid.

(2) Notice. Promptly upon determining that the application if complete, the city planner shall schedule a public hearing date before the planning commission, notify the applicant of the hearing date, and provide at least

fifteen (15) days notice of the hearing in a newspaper of general circulation in the city. The notice shall indicate the time and place of the public hearing; give the general location and description of the property, such as the street address and acreage involved; describe the nature, scope and purpose of the application; and indicate where additional information about the application can be obtained.

The applicant shall (1) post notice on weatherproof signs provided by the City; (2) place the signs on the property that is the subject of the application at least ten (10) days before the public hearing; and (3) ensure that the signs remain continuously posted until a final decision is made by the city council. At least one (1) sign shall be posted by the applicant for each one hundred and fifty feet (150') of street frontage, up to a maximum of five (5) signs. Signs shall be placed along each abutting street in a manner that makes them clearly visible to neighboring residents, and passers-by. There shall be a minimum of one (1) sign along each abutting street.

(3) Hearing and Recommendation by the Planning Commission. The planning commission shall hold a public hearing on the proposed rezoning. At the conclusion of the hearing, and after deliberation, the commission shall recommend approval as submitted; may recommend approval of less area and/or of a lesser intense, but like classification than what was applied for; table with cause, not to exceed one time for consideration at the next meeting; or deny the application, and submit an accurate written summary of the proceedings to the city council.

(4) Hearing and Action by the City Council. After the planning commission recommends approval of an application, the applicant shall be responsible for preparing the appropriate ordinance and requesting that the City Clerk place it on the city council's agenda. Agenda item requests and all documentation shall be submitted in a form established by the City Clerk, and be accompanied by a publication fee prescribed by law.

If the planning commission does not recommend approval of an application, the city council may consider the matter after an appeal is filed by the property owner with the City Clerk, and a special public hearing is set and subsequently held. Applicant responsibility with regard filing documents with the City Clerk and paying said fee as described above is also applicable.

In considering an application for approval, whether on appeal or not, the city council may reduce the amount of land area included in the application, but not increase it; and may change the requested classification in whole or in part, to a less intense zoning district classification than was indicated in the planning commissions required public notice.

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

(a) Consistency of the proposal with the Comprehensive Plan.

(b) Consistency of the proposal with the purpose of this ordinance.

(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;

(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;

(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;

(f) Length of time the subject property has remained vacant as zone, as well as its zoning at the time of purchase by the applicant; and

(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets drainage, parks, open space, fire, police, and emergency medical services.

(6) Successive Applications. In the event that the city council denies an application for a rezoning, a similar application shall not be considered by the planning commission for six (6) months from the date of the denial by the city council, unless the planning commission, upon recommendation by the city planner, determines that there is a significant change in the size or scope of the project, or that conditions have changed in the area affected by the proposed rezoning.

14.44.06 Fees. Before any action shall be taken as provided in this ordinance, the applicant shall submit a fee with the application in accordance with the schedule below. Under no condition shall said sum or any part thereof be refunded for failure of said action to be approved by the city. See the attached and most current fee schedule in the appendix section.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: _____ Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: Southern Ridge Blvd, Jonesboro, Arkansas 72404

Side of Street: North between Southwest Drive and S. Culberhouse Road

Quarter: _____ Section: 36 Township: 14 Range: 03

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

SITE INFORMATION:

Existing Zoning: R-1 Proposed Zoning: C-3 LUO

Size of site (square feet and acres): (329,367 sq.ft) 7.56 acres Street frontage (feet): ≈675 feet

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: Southern Ridge Blvd is a recently constructed, 3-lane collector that connects Culberhouse Rd. to Southwest Dr.

Does public water serve the site? Yes.

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Public Sanitary Sewer is available to serve this site.

If not, how would sewer service be provided? _____

Use of adjoining properties:

North: Single Family Residential

South: Vacant Commerical C-3 LUO

East: Vacant Single Family Residential R-1 Zoned Property

West: Southern Hills Planned Development- PD-M Zoning

Physical characteristics of the site: Gentle uniform sloping topography, cleared property with established grass vegetation

Characteristics of the neighborhood: The area is experiencing strong commercial and residential growth due to the Southern Hills Development.

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

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

(1). How was the property zoned when the current owner purchased it? (see cover letter)

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?

(3). If rezoned, how would the property be developed and used?

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?*

(6). How would the proposed rezoning be the public interest and benefit the community?

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

(10). How long has the property remained vacant?

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

(12). If the rezoning is approved, when would development or redevelopment begin?

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.
(see EXHIBIT A)

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

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

Name: Southern Hills Real Estate, LLC
Address: 2505 Southwest Square
City, State: Jonesboro, AR ZIP 72401
Telephone:
Facsimile:
Signature:

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

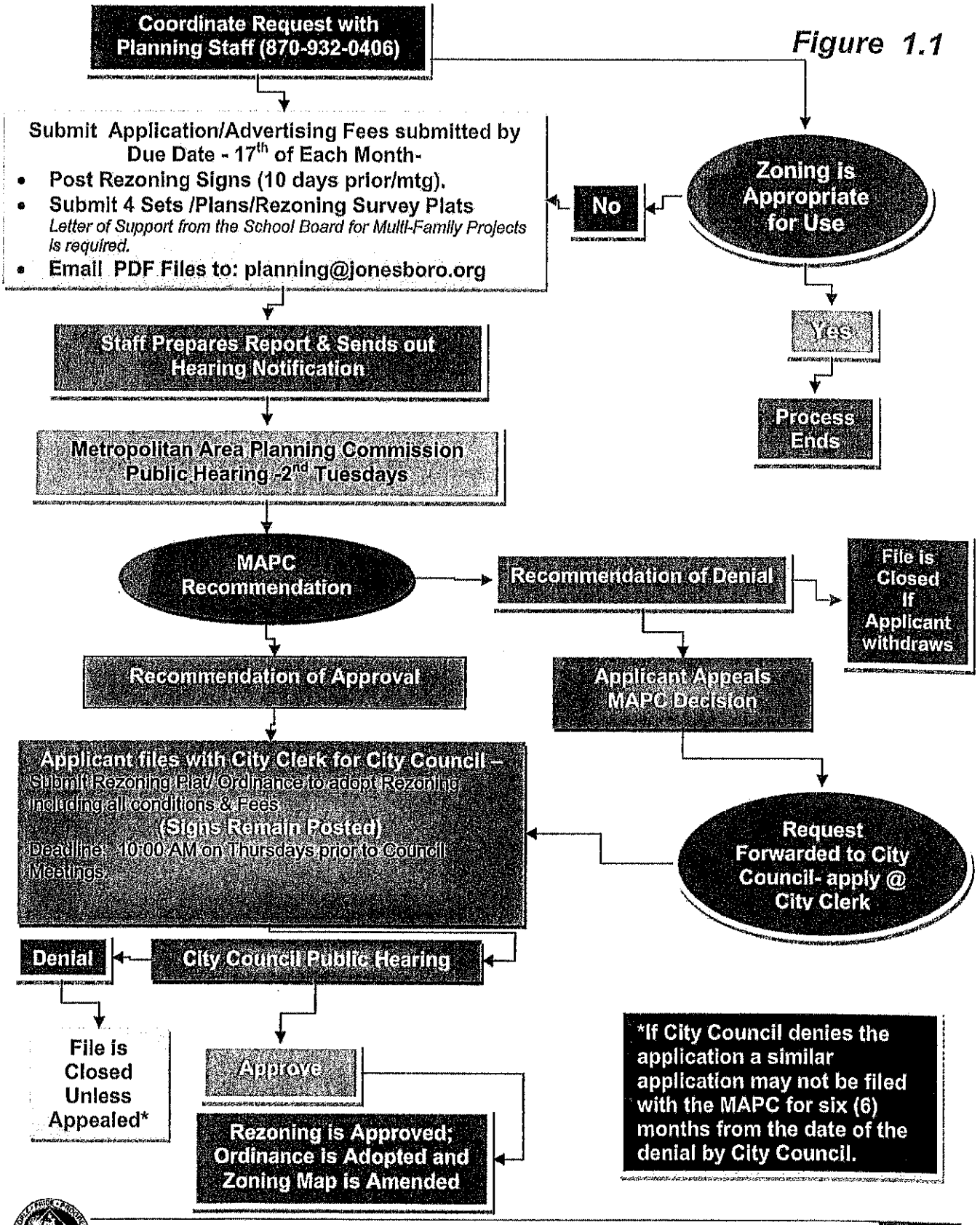
Name: FISHER ARNOLD, INC.
Address: 404 CREATH AVE.
City, State: JONESBORO, AR. ZIP
Telephone:
Facsimile:
Signature:

Deed: *Please attach a copy of the deed for the subject property.*

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

Rezoning Process

Figure 1.1



Planning

Single Family Residential Approvals - Planning Review

New Single Family Dwelling (per structure)	$50
New Multiple Family Dwellings (per plan submittal)	$100
Additions to Residential Dwellings (increase in footprint)	$25
Detached Buildings & Other Accessory or Temporary Structure	$25
Alterations or Repairs of Residential Dwelling	$25
Swimming pools (above or below ground)	$25
Walls, fences, decks, antenna towers & satellite dishes	$50
Multi-family Additions	$50
Multi-family Accessory Structures	$50
Multi- family Dwellings 5 units and above	$500

Commercial Building Permits - Planning Review

0 sq ft to 10,000 sq ft Commercial Building Area	$500
10,001 sq ft or more Commercial Building Area	$1,000
Interior alterations/repairs of commercial or industrial structures	$250
Awnings and Canopies	$250
Accessory buildings, walls, fences, decks	$250
Cellular towers/antenna & satellite (new)	$100
Cellular towers/antenna & satellite (existing)	$100
Parking Lots	$100
Landfill and Extractions (land use only)	$1,000
Gravel Mining	$1,000
Change of Use Certificate	$100
Commercial Storage Tanks	$250
Temporary Tents, Trailers & Structures	$250

Rezoning Fees

Base Fee +	$500

Special District Applications

Village Residential Overlay	$500
JMA-O Jonesboro Municipal Airport Overlay District	$500
Planned Development District	
Fee per stage (Preliminary, Final, Modifications)	$500

Board of Zoning Appeals Fees

Residential Appeal - Compatible Non-Conforming Use (BZA)	$200
Commercial Appeal - Compatible Non-Conforming Use (BZA)	$400
Conditional Use (MAPC)	$400

Subdivision Fees

Minor Plats & Replats (Administrative Approvals)

Base Fee	$400

Reviews requiring MAPC Approval

Subdivisions: 0 to 20 acres

Base Fee	$500
Per Lot Fee	$4
Subdivisions: Over 20 to 40 acres	$1,000
Subdivisions: Over 40 acres	$1,500

On/Off Premise Sign Permits

Bill Board Base Fee	$1,000
Construction Base Fee	$100
Ground Sign New Base Fee	$100
Wall & Awning Signs Base Fee	$100
Pole Sign Base Fee	$100
Marquee Sign Base Fee	$100
Monument Sign Base Fee	$100
Promotional Event Signs Base Fee	$100
Banners	$50

Mapping Services

Zoning Research Letter	$500
Zoning Letter (simple)	$50

Additional Fees Not being Charged

Multi-Family Dwelling Review (3rd submittal)	$1,000
Commercial/Industrial Review (3rd submittal)	$1,000

INSPECTIONS & PLANNING

FEES

THE CITY OF
JONESBORO

INSPECTIONS
300 S. Church St.
Jonesboro, AR 72401
870-933-4602

PLANNING
300 S. Church St.
Jonesboro, AR 72401
870-932-0406

www.jonesboro.org

Planning: RES-17 091
Inspections: RES-17 092

Inspections

Swimming Pool Elec Bond $50

Street Cut Permit $40

Storm Shelter $50

Residential Water Meter Permit $40

Residential Swimming Pool ..... Project Cost

Residential Storage ..... Project Cost

Residential Sprinkler Permit $60

Residential Single Family ..... Project Cost

Residential Sewer Stubout Permit $40

Residential Sewer Permit $40

Residential Sewer Connection & Street Cut $80

Reinspection Fee ..... R - $40 C - $100

Residential Plumbing ..... .05 sq ft

Residential HVAC ..... .05 sq ft

Residential Gas Test $40

Residential Electrical ..... .05 sq ft

Residential Electric Alteration $50

Residential Building - Duplex ..... Project Cost

Residential Alterations ..... $100 min.

Residential Additions ..... Project Cost

Re-Roofing Permit ..... R - $100 C - Project Cost

RElectrical Reconnect $50

Plumbing Changeout $40

Multi-family Building Permit ..... Project Cost

Multi Family Plumbing ..... 06 sq ft

Multi Family HVAC ..... 06 sq ft

Multi Family Electric ..... 06 sq ft

Mobile Vending Permit $40

HVAC C/O VentAHood ..... $40 C/a $55 C/O & Duct

Grading Permit ..... Engineering Fee

Fire Sprinkler Permit ..... $50 - Fire Dept.

Fire Alarm ..... $50 - Fire Dept.

Fence Permit ..... Planning Fee

Existing Structure CO $50

Driveway Permit ..... Engineering Fee

Demolition Permit ..... R - $100 C - $250

Communication Tower ..... Project Cost

Commercial Water Meter Permit $50

Commercial Temp Power $55

Commercial Storage ..... Project Cost

Commercial Sprinkler Permit $85

Commercial Signs ..... Project Cost

Commercial Sewer/Stubout $50

Commercial Sewer Connection & Street Cut $100

Commercial Plumbing ..... 07 sq ft

Commercial HVACR ..... 07 sq ft

Commercial Gas Test $50

Commercial Electric - Site Trailer $100

Commercial Electric Reconnect $55

Commercial Electric Alteration $55

Commercial Electric ..... 07 sq ft

Commercial Building Permit ..... Project Cost

Commercial Alterations ..... Project Cost

Commercial Additions ..... Project Cost

Canopy Permit $50

Backflow Permit ..... C - $50 R - $40

Temp Pole $55

Low Voltage ..... R - $50 C - $100

Temp Co ..... R - $50 C - $500

Foundation & Footing ..... 040,000 sq ft $50 10,001-+ sq ft $1,000

Tent Permit $50

Moving Permit $50

HVAC Duct Only $40

ENGINEERING & STREET DEPARTMENTS

FEES

THE CITY OF
JONESBORO

www.jonesboro.org

Engineering Dept: RES-17.089
Street Dept: RES-17.088

Engineering Fees

Driveway Permit *(per driveway)* $50
(includes one form inspection & one final inspection)

Driveway Re-Inspection Fee $30

Lane/Traffic Closure Permit:

One Traffic Lane Closure Permit $25

Street Closure (Collector) $100

Street Closure (Arterial) $200

Floodplain Development Permit ..... $100 per acre ($25 min.)

Drainage Alteration/Modification Permit $25
(plus $0.10 per linear ft. of drainage system modification/alteration)

Grading Permit ..... $100 per acre ($50 minimum)

Stormwater Management Plan Permit:

for subdivision ..... $1,000 minimum

additional lots over 10 ..... $100 per lot

for commercial site ..... $350 minimum

additional acres over 3.5 acres ..... $100 per acre

Stormwater Appeal Fee $200

Encroachment Permit $50

Residential Site Permit $25

Street Fees

Street Plate - 1st plate delivered *(up to 60 days)* $45
(includes one form inspection & one final inspection)

Each additional street plate delivered *(up to 60 days)* $15

Street Repair $200

Base Asphalt $30

Barricades (contractors - street cuts and repairs) $75/ea

Barricades (block parties, etc.) $10/ea

Cones $5/ea

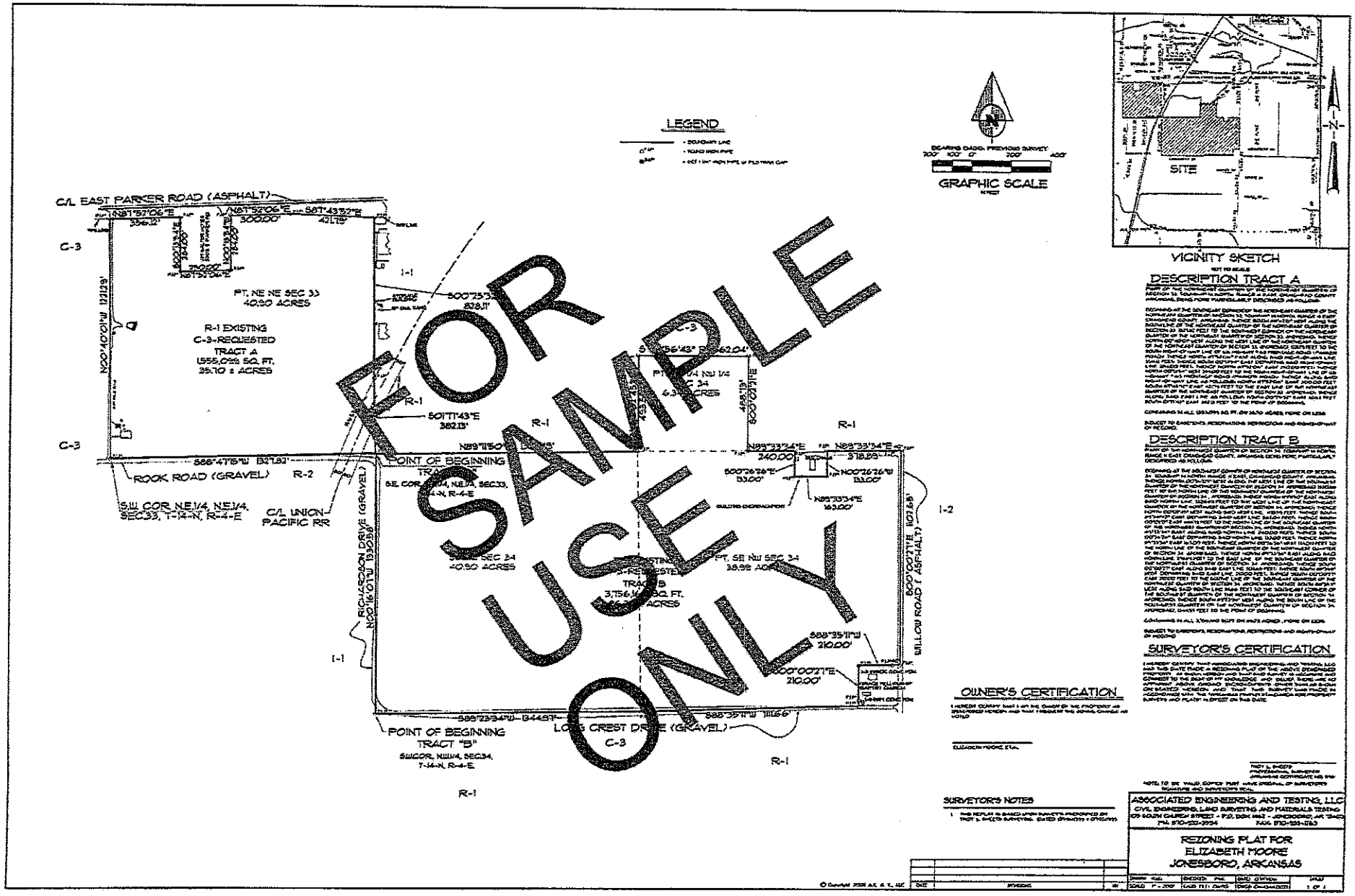
Replacement of Regulatory Sign & Post - *accidents, etc.* $150

Replacement of Street Identifier Sign & Post - *accidents, etc* $150

New Regulatory Sign & Post for Subdivisions $150

New Street Identifier Sign & Post for Subdivisions $250

Replacement for Damaged Sign Post - *accidents, etc* $50



DESCRIPTION TRACT A

DESCRIPTION TRACT B

SURVEYOR'S CERTIFICATION

OWNER'S CERTIFICATION

ELIZABETH MOORE ET AL

SURVEYOR'S NOTES

1. THIS REPLAT IS BASED UPON SURVEYS PERFORMED BY PRITT L. SHOTTS SURVEYING, DATED 07/14/1999 & 07/12/2019.

ASSOCIATED ENGINEERING AND TESTING, LLC
CIVIL ENGINEERING, LAND SURVEYING AND MATERIALS TESTING
629 SOUTH CULBEY STREET - P.O. BOX 1662 - JONESBORO, AR 72403
PH. 870-931-9994 FAX. 870-931-1263

REZONING PLAT FOR
ELIZABETH MOORE
JONESBORO, ARKANSAS

DRAWN: KAL | CHECKED: PLS | DATE: [illegible]
SCALE: 1" = 200' | FIELD BK.: [illegible] | PROJ. NO.: [illegible] | SHEET 1 OF 1

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City of Jonesboro ARKANSAS

Planning Charge Sheet

Residential Approvals – Planning Review (select all that apply) 01-0731:

- ☐ Single Family Dwelling
- ☐ Multiple Family Dwelling
- ☐ Detached/Accessory Bldg
- ☐ Single Family Additions
- ☐ Single Family Alterations
- ☐ Swimming Pools
- ☐ Walls, Fences, Decks Etc
- ☐ Multi Family Additions
- ☐ Multi Family Accessory Bldg

Commercial Approvals – Planning Review (select all that apply) 01-0732:

- ☐ Building _____Sqft.
- ☐ Interior Alterations/Repairs
- ☐ Awnings/Canopies
- ☐ Accessory Bldgs, etc.
- ☐ Parking Lots
- ☐ Landfill and Extraction
- ☐ Gravel Mining
- ☐ Change of Use
- ☐ Storage Tanks
- ☐ Temp Tents, Trailers & Structures

Residential Zoning Districts : (Zoning Map Amendments) 01-0516:

- ☐ Single Family Districts _____Acres
- ☐ Multi Family Districts _____Acres

Non-Residential Zoning Districts : (Zoning Map Amendments) 01-0516:

- ☐ Zoning Map Amendments _____Acres

Special District Applications 01-0516:

- ☐ Village Residential Overlay
- ☐ JMA-O, Jonesboro Municipal Overlay District
- ☐ Planned Development District _____ phase (preliminary, final, modification)

Board of Zoning Appeals Fee 01-0516:

- ☐ Residential
- ☐ Commercial
- ☐ Conditional Use
- ☐ Compatible Non-Conforming Use

Subdivision Planning Fees 01-0733:

- ☐ Minor Plats & Replats
- ☐ Reviews MAPC Approval: _____Lots _____Acres

On/Off-Premise Signage Permits – Planning Review 01-0734:

- ☐ Billboards
- ☐ High Rise Interstate _____faces
- ☐ Bulletin Board _____Sqft
- ☐ Construction Sign
- ☐ Ground Sign _____Sqft
- ☐ Wall & Awning _____Sqft
- ☐ Directional Sign _____Sqft
- ☐ Pole Sign _____Sqft
- ☐ Marquee Sign _____Sqft
- ☐ Promo Event
- ☐ Special Event Sign
- ☐ Grand Opening Sign
- ☐ Corner or Interior Parcel Sign _____Sqft Faces _____

Zoning Sign Deposit 01-0155: ☐ _____ Number of Signs

Mapping and Duplicating Services Per Page 01-0735:

- ☐ 8 ½" x 11" BW Copies
- ☐ 8 ½" x 11" Color Map
- ☐ Over Size Page
- ☐ Zoning Resolution
- ☐ Zoning Map 36"x50"
- ☐ Land Use (36"x44")
- ☐ 11"x17" Map
- ☐ Property Owner Search/Plat Map
- ☐ Zoning Certification Letter

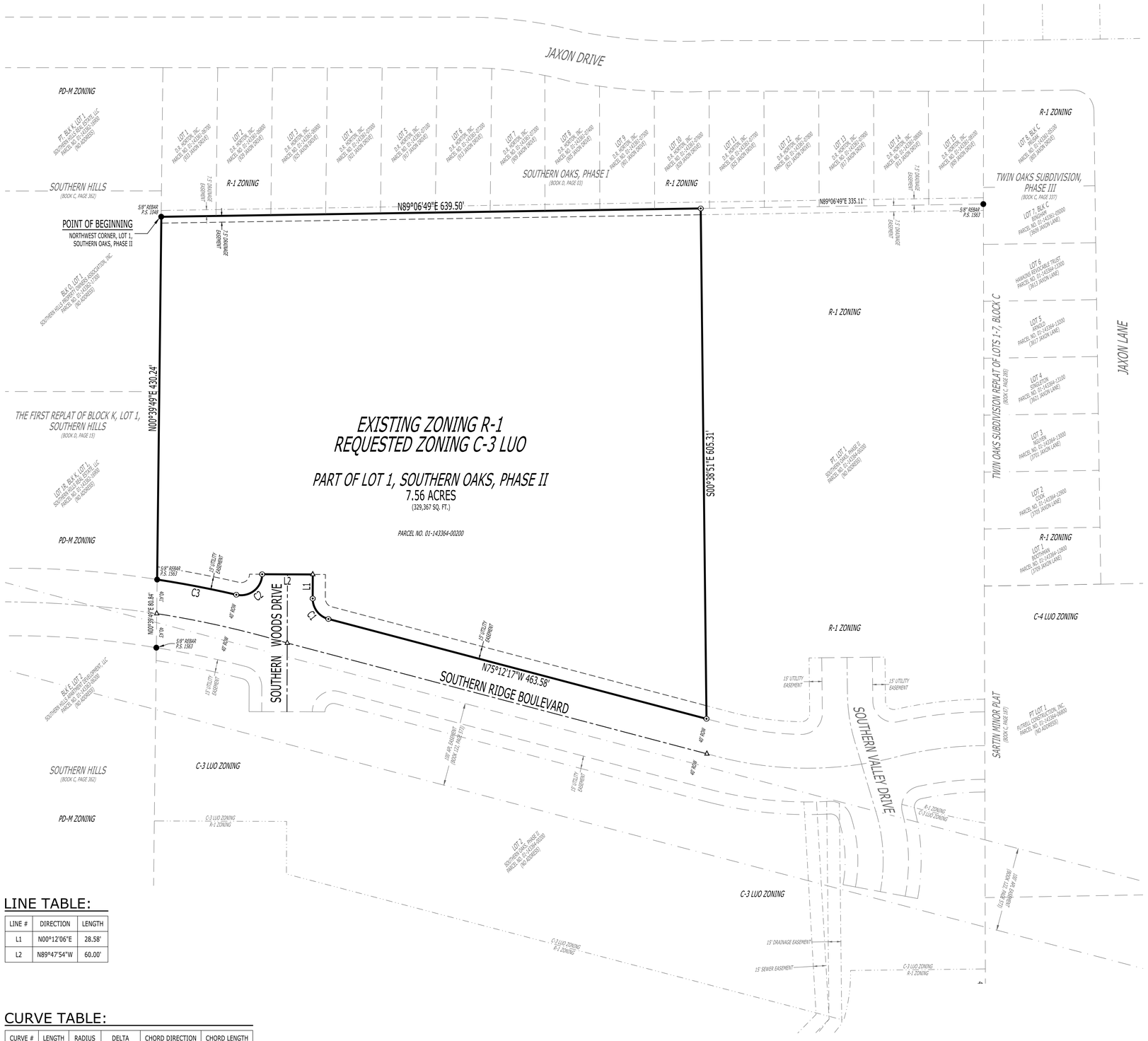
Total Pages _____

Description: _____ Total Amount Due: _____

Site: Address: _____ Tracking No.: _____

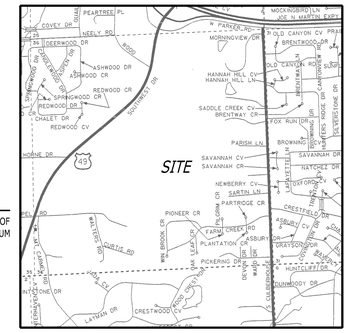
_____ _____ _____

Customer Customer # City Official Date



LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR W/ YELLOW PLASTIC CAP STAMPED "J. NEELY P.S. 1841" (OR AS NOTED)
- COMPUTED POINT (NOT MONUMENTED)
- BOUNDARY LINE



VICINITY MAP
(N.T.S)

ZONING NOTES:

1. CURRENT ZONING CLASSIFICATION PER CITY OF JONESBORO ZONING MAP: R-1, SINGLE-FAMILY, MEDIUM DENSITY DISTRICT.
2. R-1 ZONING RESTRICTIONS:
   - STREET SETBACK - 25'
   - SIDE SETBACK - 7.5'
   - REAR SETBACK - 25'
   - MAXIMUM HEIGHT LIMITATION - 35'
   - MAXIMUM LOT COVERAGE - 35%
3. PROPOSED ZONING CLASSIFICATION: C-3 LUO, GENERAL COMMERCIAL DISTRICT, LIMITED USE OVERLAY.
4. C-3 ZONING RESTRICTIONS:
   - STREET SETBACK - 25'
   - SIDE SETBACK - 10'
   - REAR SETBACK - 20'
   - MAXIMUM HEIGHT LIMITATION - 45'
   - MAXIMUM LOT COVERAGE - 60%
5. FOR MORE INFORMATION CONTACT THE CITY OF JONESBORO PLANNING AND ZONING DEPARTMENT @ (870) 932-0406.

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. BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID NORTH (0301).
3. THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
   - RECORD PLAT, FARM CREEK HOME SITES, SECOND ADDITION, BY TERRY G. BARE, P.S. 1048, RECORDED IN BOOK B, PAGE 56, DATED NOVEMBER 08, 1988.
   - RECORD PLAT, SARTIN MINOR PLAT, BY TROY L. SHEETS, P.S. 596, RECORDED IN BOOK B, PAGE 149, DATED JANUARY 15, 1996.
   - RECORD PLAT, SARTIN MINOR PLAT (SECOND MINOR PLAT), BY CLARENCE W. MCALISTER, P.S. 1303, RECORDED IN BOOK C, PAGE 187, DATED AUGUST 02, 2007.
   - CORRECTION PLAT OF SURVEY, BY CLARENCE W. MCALISTER, P.S. 1303, RECORDED IN BOOK C, PAGE 273, DATED JANUARY 25, 2017.
   - RECORD REPLAT, TWIN OAKS SUBDIVISION, REPLAT OF LOTS 1 THRU 7, BLOCK C, BY HERBERT C. HIME, P.S. 1142, RECORDED IN BOOK C, PAGE 285, DATED OCTOBER 25, 2017.
   - REZONING PLAT, BY MICHAEL A. DANIELS, P.S. 1563, DATED JANUARY 12, 2021.
   - RECORD PLAT, SOUTHERN HILLS, BY MICHAEL A. DANIELS, P.S. 1563, RECORDED IN BOOK C, PAGE 362, DATED MAY 05, 2021.
   - RECORD PLAT, SOUTHERN OAKS, PHASE I, BY MICHAEL A. DANIELS, P.S. 1563, RECORDED IN BOOK D, PAGE 03, DATED SEPTEMBER 21, 2023.
   - RECORD PLAT, SOUTHERN OAKS, PHASE II, BY JOSHUA J. NEELY, P.S. 1841, IN THE PROCESS OF BEING RECORDED.
4. THE SUBJECT PROPERTY LIES OUTSIDE THE 100 YEAR SPECIAL FLOOD HAZARD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP: PANEL NO. 05031C0261D, EFFECTIVE DATE SEPTEMBER 26, 2024.
5. BUILDINGS AND IMPROVEMENTS SURFACE AND/OR SUBSURFACE ON AND ADJACENT TO THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN ON THIS BOUNDARY SURVEY.
6. THE EXISTENCE AND/OR LOCATION OF UTILITY SERVICES TO THE SUBJECT PROPERTY ARE UNKNOWN AND ARE NOT SHOWN ON THIS BOUNDARY SURVEY.
7. FIELD WORK WAS COMPLETED ON JUNE 05, 2026.

LEGAL DESCRIPTION (AS-SURVEYED):

A PART OF LOT 1 OF SOUTHERN OAKS, PHASE II TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SOUTHERN OAKS, PHASE II TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°06'49" EAST, ALONG THE NORTH LINE OF SAID LOT 1, 639.50 FEET; THENCE SOUTH 00°38'51" EAST, LEAVING SAID NORTH LINE, 605.31 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN RIDGE BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 75°12'17" WEST, 463.58 FEET TO A POINT ON A CURVE TO THE RIGHT; NORTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 75°24'22", A RADIUS OF 25.00 FEET, 32.90 FEET TO A POINT THAT BEARS NORTH 37°30'05" WEST, 30.58 FEET FROM THE LAST SAID POINT; NORTH 00°12'06" EAST, 28.58 FEET; NORTH 89°47'54" WEST, 60.00 FEET TO A POINT ON A CURVE TO THE RIGHT; SOUTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 102°51'33", A RADIUS OF 25.00 FEET, 44.88 FEET TO A POINT THAT BEARS SOUTH 51°37'53" WEST, 39.09 FEET FROM THE LAST SAID POINT TO A POINT ON A CURVE TO THE LEFT; NORTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 04°25'04", A RADIUS OF 1240.00 FEET, 95.61 FEET TO A POINT THAT BEARS NORTH 79°08'53" WEST, 95.58 FEET FROM THE LAST SAID POINT TO THE WEST LINE OF LOT 1 OF SAID SOUTHERN OAKS, PHASE II; THENCE NORTH 00°39'49" EAST, ALONG SAID WEST LINE, 430.24 FEET TO THE POINT OF BEGINNING, CONTAINING 7.56 ACRES (329,367 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATION:

I, JOSHUA J. NEELY, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACT WAS SURVEYED UNDER MY DIRECT SUPERVISION.

LINE TABLE:

LINE #	DIRECTION	LENGTH
L1	N00°12'06"E	28.58'
L2	N89°47'54"W	60.00'

CURVE TABLE:

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	32.90'	25.00'	75°24'22"	N37°30'05"W	30.58'
C2	44.88'	25.00'	102°51'33"	S51°37'53"W	39.09'
C3	95.61'	1240.00'	04°25'04"	N79°08'53"W	95.58'

60 0 60 120
GRAPHIC SCALE 1" = 60'

BEARINGS BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

REZONING REQUEST

CLIENT: SOUTHERN HILLS REAL ESTATE, LLC

PART OF LOT 1 OF SOUTHERN OAKS, PHASE II,
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

RIDGE SURVEYING & CONSULTING PLLC
404 Creath Ave., Suite B
Jonesboro, AR 72401
870-203-9940
www.ridgesurveying.net

REVISIONS			
DESCRIPTION	BY	DATE	

DRAWING INFO	
DRAWN BY:	JJN
DATE:	06 / 12 / 2026
SCALE:	1" = 60'
JOB NO	24200.00R

CERTIFICATE OF AUTHORIZATION
RIDGE SURVEYING & CONSULTING PLLC
No. 2946
ARKANSAS

RIDGE SURVEYING & CONSULTING, PLLC.
ARKANSAS - 2946

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
P.S. 1841
SIGNATURE
JOSHUA J. NEELY
06/12/2026

JOSHUA J. NEELY - SURVEYOR
ARKANSAS - P.S. 1841

500-14N-03E-0-36-240-16-1841

FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

June 16, 2026

RE: REQUEST FOR REZONING: R-1 RESIDENTIAL TO C-3 L.U.O. GENERAL COMMERCIAL
PROPERTY LOCATION: SOUTHERN RIDGE BLVD.
PARCEL #: 01-143364-00200
JONESBORO, ARKANSAS

Dear Neighbor:

There is a rezoning requested for property in your neighborhood.

PUBLIC HEARING DATE: July 14, 2026

On behalf of the owner of the respective property, we would like to inform you of a rezoning request in your neighborhood. The subject property is located on Southern Ridge Blvd. for 7.56 +/- ac. to be rezoned from R-1 to C-3 Limited Use Overlay (LUO) General Commercial.

If the amendment to the zoning map request is approved, the C-3 LUO zoning will allow for additional commercial development consistent with the Southern Hills Planned Unit Development and will be governed by the limits of this rezoning request and the City of Jonesboro code of ordinances.

Please see attached, herein enclosed, the rezoning plat that was submitted to the City of Jonesboro Planning department and the City of Jonesboro Rezoning Property Owner Notification for more information.

If there are any further questions or concerns, please do not hesitate to contact me at 870.932.2019

Sincerely

Garrett Dunnam P.E.

404 Creath Avenue
Jonesboro, AR 72401
870.932.2019
Toll Free: 1.888.583.9724

CITY OF JONESBORO
REZONING PROPERTY OWNER NOTIFICATION

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1st Floor, Jonesboro, Arkansas, on:

TUESDAY, JULY 14, 2026 AT 5:30 PM

One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

REZONING REQUESTED BY: SOUTHERN HILLS REAL ESTATE, LLC
DATE: 6/17/2026
SUBJECT PROPERTY ADDRESS: SOUTHERN RIDGE BLVD. PARCEL # 01-143364-00200
DESCRIPTION OF REZONING REQUESTED:
REZONE REQUEST FROM R-1 RESIDENTIAL TO C-3 LIMITED USE OVERLAY

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning, unless so written by me to the Commission.

Printed Name of Property Adjacent Owner	(Signature) Date
Address	Phone

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

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City, State, ZIP+4®
MEMPHIS, TN 38125

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City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-11

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on July14, 2026

REQUEST: To consider a rezoning of 1400 Southern Ridge Blvd (Parcel #01-143364-00200)

PURPOSE: A request to consider recommendation to Council for a rezoning from "R-1", single family moderate intensity district, to "C-3 LUO"

APPLICANT: **Fisher Arnold Inc**

LOCATION: 1400 Southern Ridge Blvd

SITE DESCRIPTION: **Total Size:** Approx. 7.56 Acre- 329,367 S.F.
Street Frontage: Approx. 675 ft along Southern Ridge Blvd

Existing Development: Circa 2002, and 2003 this site was designed and approved as a subdivision.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 – Residential
South	C-3 LUO
East	R-1 Vacant Land
West	PD-M

HISTORY:

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as a **Moderate Intensity Residential**.

Moderate Intensity:

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

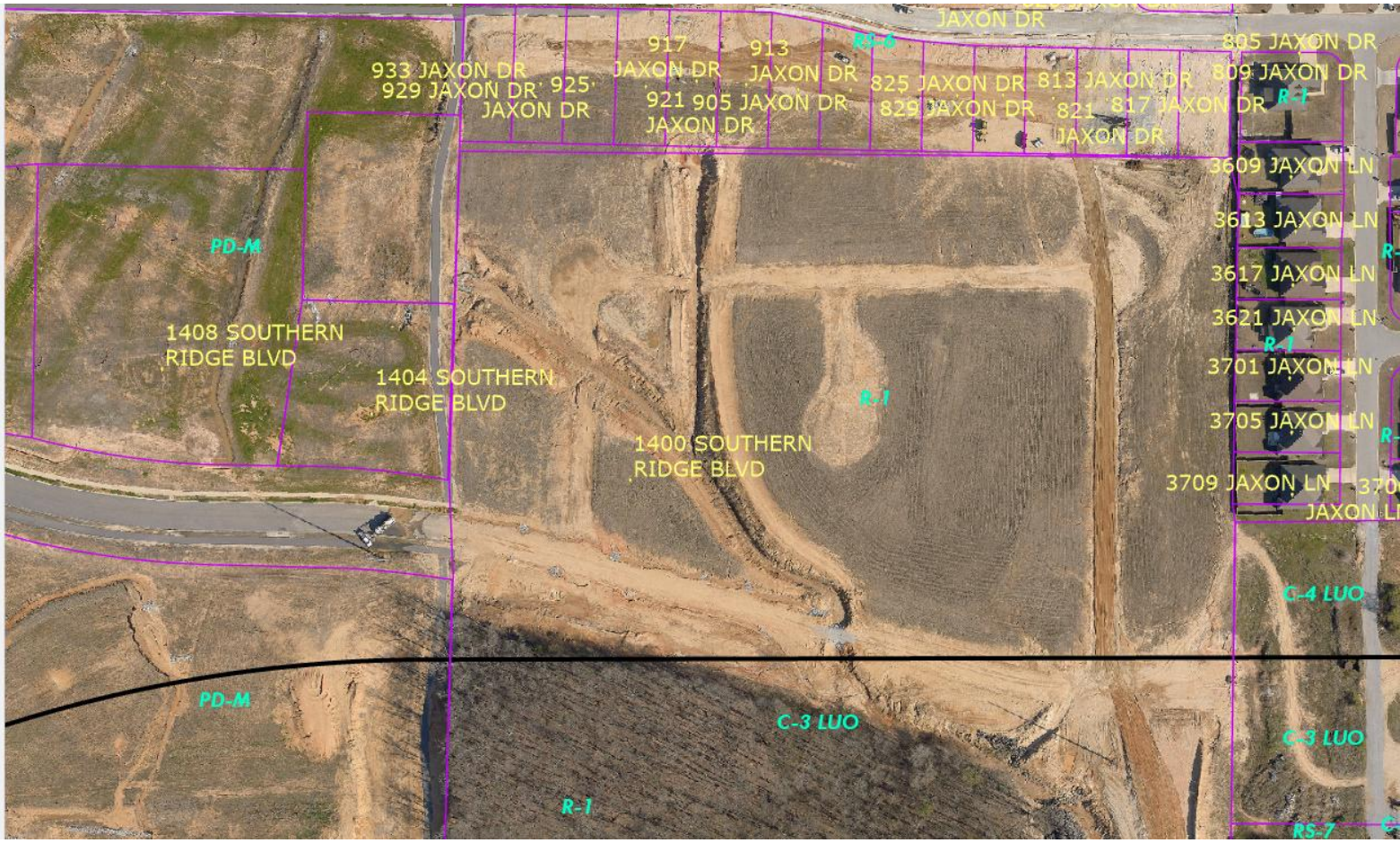
Typical Land Uses:

- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)


JAXON DR
917 JAXON DR
913 JAXON DR
RS-6
805 JAXON DR
809 JAXON DR
933 JAXON DR
929 JAXON DR
925 JAXON DR
921 JAXON DR
905 JAXON DR
825 JAXON DR
829 JAXON DR
813 JAXON DR
817 JAXON DR
821 JAXON DR
R-1
3609 JAXON LN
3613 JAXON LN
3617 JAXON LN
3621 JAXON LN
3701 JAXON LN
3705 JAXON LN
3709 JAXON LN
PD-M
1408 SOUTHERN RIDGE BLVD
1404 SOUTHERN RIDGE BLVD
1400 SOUTHERN RIDGE BLVD
C-4 LUO
C-3 LUO
RS-7

Land Use Map

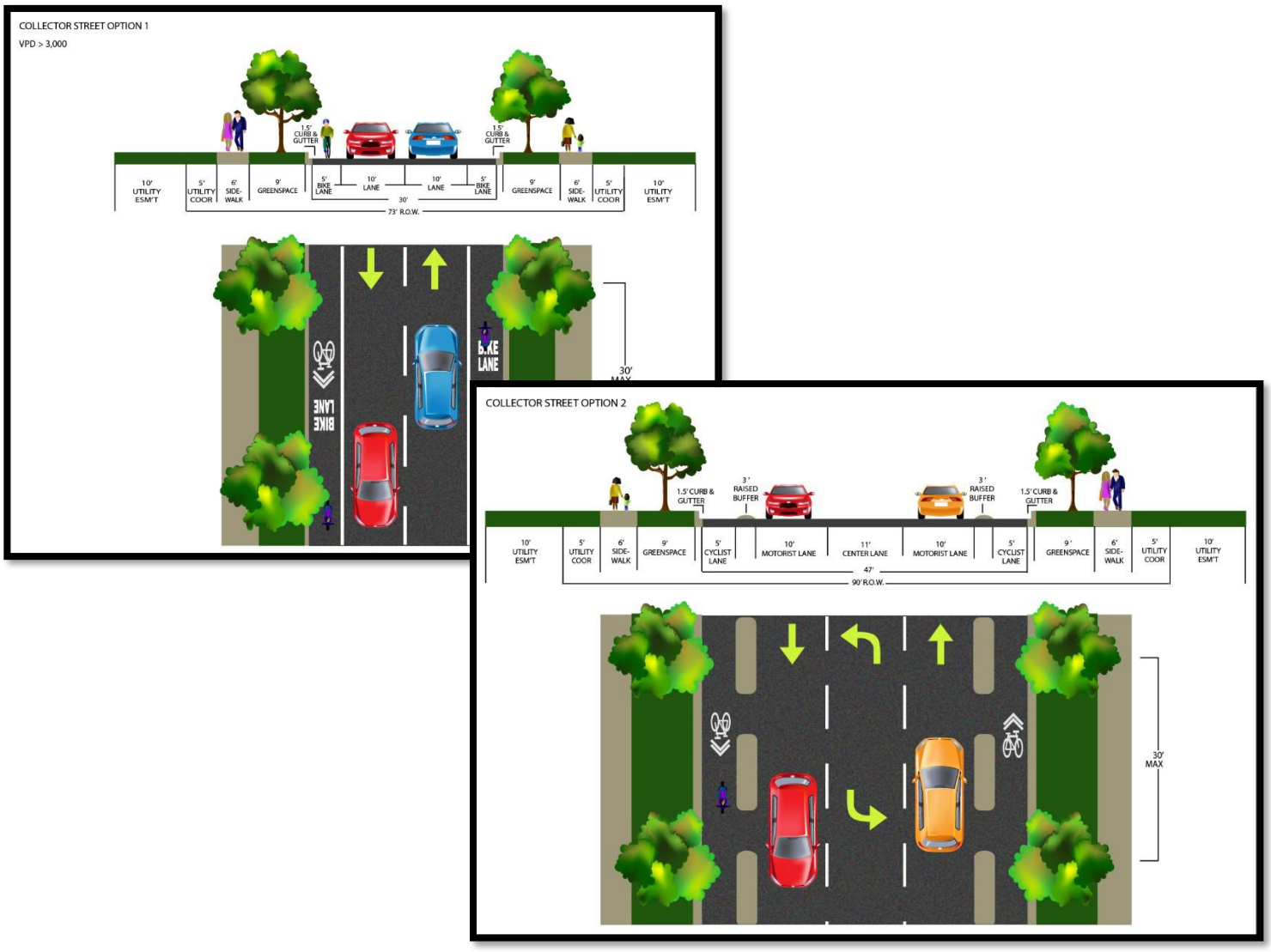
Master Street Plan/Transportation

The subject property will be served by Southern Ridge Blvd. The Master Street Plan classifies Southern Ridge Blvd as Collector St

Collectors provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

FUNCTION: A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



Approval Criteria- Chapter 117 - Amendments:

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

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

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow C-3 Limited Use Overlay

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

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

LU-O—Limited use *overlay district.*
(1)*Purpose.* By providing for flexible use of property development standards tailored to individual projects or specific properties, the LU-O district is intended to:
a. Ensure compatibility among incompatible or potentially incompatible land uses;
b. Ease the transition from one zoning district to another;
c. Address sites or land uses with special requirements; and
d. Guide development in unusual situations or unique circumstances.

(2)
Use *and property development standards.* When accompanied by a rezoning request from the property owner, the LU-O district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land. All LU-O requirements are in addition to, and supplement all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LU-O district are limited to the following:
a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
b. Decreasing the number or density of dwelling units that may be constructed on the site;
c. Limiting the size of nonresidential buildings that may be placed on a site;
d. Increasing minimum lot size or lot width;
e. Increasing minimum yard and setback requirements; and
f.Restricting access to abutting properties and nearby roads.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26- ; a request to rezone property "R-1", single family Residential district, to "C-3 Limited Use Overlay". The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

4. The site shall comply with all overlay district standards.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 26- on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "R-1", single family residential, to "C-3 LUO" , will be compatible and suitable with the zoning, uses, and character of the surrounding area.

MAPC Meeting July 14th, 2026

1. Call to order

2. Roll Call

Present (8): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Mitch Johnson, Monroe Pointer, Lonnie Roberts

Absent (1): Stephanie Nelson

3. Approval of minutes

MIN-26:062 MINUTES June 23rd, 2026 MAPC

A motion was made by Dennis Zolper, seconded by Monroe Pointer, that the minutes be approved, the motion was PASSED with the following vote

Aye (8): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Mitch Johnson, Monroe Pointer, Lonnie Roberts

Nay (0):

Absent (1): Stephanie Nelson

4. Preliminary Subdivisions

PP-26-10 **Preliminary Subdivision: Southern Oaks Phase 2**

Lonnie Roberts (Chair): Do I have the proponent for this item?

Carol Caldwell (Proponent): Carol Caldwell, I guess, it's on the screen what I'm wanting to do. I'm wanting to rezone the lot 1 to commercial. Right now it's zoned residential, but joins commercial to the left. I'm building a grocery store right next to it. Across the street it's commercial. And this may be the only thing I've done in 50 years that doesn't have opposition.

Lonnie Roberts: So, this part is just for the plat approval, for what you're about to ask for the rezoning correct?

Carol Caldwell: Yes.

Lonnie Roberts: This is just the plat for what you're about to ask for rezoning for in just a few minutes.

Carol Caldwell: That is correct.

Lonnie Roberts: Okay. City Planner, do you have comments on this?

Derrel Smith (City Planner): Yes, sir. We reviewed it and it meets all the requirements of the subdivision code, so we would recommend approval.

Lonnie Roberts: Okay, commissioners have questions or comments about the plat? I'll entertain a motion.

Dennis Zolper (Commission): Zolper, make a motion to approve the request for a preliminary plat.

Lonnie Roberts: Do I hear a second?

Jeff Steiling (Commission): Steiling, second.

A motion was made by Dennis Zolper, seconded by Jeff Steiling, that the matter be approved, and the motion was PASSED with the following vote:

Aye (7): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Mitch Johnson, Monroe Pointer

Nay (0)

Absent (1): Stephanie Nelson

5. Final Subdivisions

6. Conditional Use

7. Rezonings

RZ-26-11 **Rezoning: 1400 Southern Ridge Blvd**

The applicant Fisher Arnold is requesting to change the zoning of the property at 1400 Southern Ridge Blvd from R-1 Single-Family Medium Density District, to C-3 LUO General Commercial, Limited Use Overlay.

Lonnie Roberts (Chair): Now we move on to the rezoning of the same property. This is a rezoning request for the property from R-1 to C-3 limited use overlay at 1400 Southern Ridge, is that correct?

Carol Caldwell (Proponent): Correct.

Lonnie Roberts: Any other comments to add to that?

Carol Caldwell: None.

Lonnie Roberts: City Planner do you have staff comments?

Derrel Smith (City Planner): Yes sir, I do. It does meet all 6 criteria for a rezoning so we would recommend approval with the following stipulations, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: With this being a rezoning request, is there anyone here to give public comments about this rezoning real quick? Okay, if you would please, come state your name for the record.

Juanita (Public): Hello, my name is Juanita. How are y'all? I actually live in Southern Oaks as well as my neighbor here, and this was all very new to us. And I quickly AI'd this to see how it could affect me. So, my main thing is, what exactly is planned? Because it still doesn't give any clear answers on what they're wanting to build. And I don't want something that is going to impact my house, specifically being the first house in that subdivision with lighting, or the type of facility that they're planning, if it gets very noisy. That's my main concern. I'm okay, I know that a city grows and I'm all for that. I'm from a big city, but I just wanted more clarification on that and I don't know if you have any other things. So, yeah.

Lonnie Roberts: So, this is a limited use overlay, there are a few restrictions. Does someone have the list of what is approved? Or Carol do you have that list of what you're asking?

Garret Dunham (Proponent): We got it.

Lonnie Roberts: State your name for the record.

Garret Dunham: Garret Dunham.

Lonnie Roberts: So, this is what they're limited to.

Garret Dunham: Right. So, we're requesting for the permanent use to be: animal care, assisted living, bank, church, daycare, government service, library, medical service, nursing home, office, park and recreation, pharmacy, restaurant, general, not fast food, and retail, or general service. Those are the items that would be permitted.

Lonnie Roberts: So, those are the only things that it could be.

Juanita (Public): Can I have a copy of those?

Garret Dunham: Yeah you can have this.

Juanita (Public): So, pretty much anything.

Garret Dunham: There are a couple things that are not on there. And I just want to say just south of that street is a C-3 LUO, it matches what's on the south side of that street.

Lonnie Roberts: So, are these the same limitations as the lot that is going to have the grocery store, or do you know?

Garret Dunham: The grocery store is part of the Southern Hills planning and development. This is not part of the planning development.

Lonnie Roberts: So, you're saying the other lots that are outside this development, have the same limitations?

Garret Dunham: Correct.

Lonnie Roberts: Okay.

Garret Dunham: There are C-3 LUO lots east of Southern Hills on the same street.

Carol Duncan (City Attorney): And legally we're not allowed to ask, exactly what they're building.

Juanita: Okay, sorry if I'm uneducated on this.

Carol Duncan: No, it's okay, it confuses a lot of people. But legally, we can't say, is this going to be a Burger King or a McDonald's? Granted that's not a good example, fast food is not allowed there, but legally we cannot ask them what they want to build there.

Unable to Transcribe

Derrel Smith: As far as lighting we look at that during the development phase and normally we limit the lighting to where it doesn't bleed off onto other properties. That will be looked at when

they decide what they're going to put there. They'll submit a site plan and we'll review that and part of that site plan will be a photometric page. That'll show the lighting and what we're looking at is the boundaries of that property, especially against the residential boundaries of the property. Not having a high lighting number at the residential, it should be at zero, is what we're looking at. So, that keeps it from going over to the neighboring properties.

Juanita (Public): Okay, and my final thing would just be, the traffic going through there. I imagine that there will be signs put up so that doesn't affect our Jackson Drive Street, or how would that work?

Derrel Smith: There is already a subdivision out there, that the street speed limits have been approved. And so, those are already there. If the signs aren't up, they will be coming up in the future.

Juanita (Public): Yeah, because I know there's a lot of kids and families moving into those neighborhoods. It doesn't concern me as much but I just think about those families and how you know, you don't want something ugly to happen, thinking on these little kids.

Lonnie Roberts: Certainly. Jeff, did you have something you wanted to comment?

Jeff Steiling (Commission): Is there also a requirement for screening between commercial and residential properties?

Derrel Smith: Normally, if it’s commercial against residential, there will be some type of screening too that will be looked at during the site plan review process.

Juanita (Public): Okay, thank you.

Monroe Pointer (Commission): I have a question for you. Is your concern that it was too much light you were concerned with or not enough light?

Juanita (Public): No, too much lighting. I don't want something, I don't know if you guys are familiar with that neighborhood, but those houses, they have 3 small windows and you don't have anything you can cover those up with. So, that would negatively impact how I'm able to rest. And it won't just be me, but my other neighbors as well.

Lonnie Roberts: Thank you, Carol did you have any comments to address on the item?

Carol Caldwell: This is on the three lane street, it's set up for commercial traffic. It's an arterial street, and then, I own these 17 lots, residential. So, I'm not going to build something that will hurt her, it would hurt me 17 times or more. You can see what's out there so far, and see that this is a first class development.

Unable to Transcribe

Lonnie Roberts: Any other public comments? Yes, if you would sir, come up and state your name for the record.

Henry Puello (Public): My name is Henry Puello, I also live there. My concern is for the fencing and the height for the potential construction, because the privacy of this residential now, how will it be and would we be notified of their construction will affect our daily, coming and going.

Lonnie Roberts: You're talking about the trucks coming and going from the construction?

Henry Puello: Exactly. And the next question is related to the price of the house, I've read in some documents the houses that are next to those type of construction can be affected. But overall, it should benefit because it's growing, but when they're next to let's say a big parking lot that's going to be there or something that would noisy or something could affect the prices of the housing. This is my main concern.

Lonnie Roberts: Thank you for your comments. That kind of goes back to what you said about your lots, that you're putting right against it yourself. I would think.

Carol Caldwell: Right. There's a 30-foot buffer all the way around it and we're adding detention that we may not have to, but we want to. To help more downstream than what's approved. That big square there is more detention. To me, this is all improvements, is what this is. Any other questions?

Lonnie Roberts: Do you have any other questions?

Kevin Bailey (Commission): I think an explanation of the buffer to them, would be better for what they can expect. So, do y'all understand what Carol is saying? That there is going to be a 30-foot buffer between the development and the back of the residential property around it. I don't know what that buffer is going to consist of but, y'all might speak to that, Carol.

Carol Caldwell: So, there is a 30 foot buffer that is going to go all the way around, plus screening. Yes, I think y'all live back here about a block away. And the traffic won't be going down Jackson when something's built there and I don't have any plans right now. If I did I'd tell you, if I did, I'd give you a site plan. This is just future and supply and demand. And I'm just making it better.

Henry Puello: I would at least like to have continued communication like that. I mean we appreciate that you have taken consideration just to keep posted what was coming, to follow the recommendation, and everything improved but we need to make sure and be notified like this notification. Because right now we don't know what is coming there no?

Lonnie Roberts: We understand, okay thank you for your comments. Commissioners do you have any questions at this point of developer or city staff?

Dennis Zolper (Commission): Zolper, motion to approve the request for rezoning.

Lonnie Roberts: Motion to approve, do I hear a second?

Jim Little (Commission): Little, second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

Aye (7): Dennis Zolper, Jeff Steiling, Jimmy Cooper, Kevin Bailey, Mitch Johnson, Monroe Pointer

Nay (0)

Absent (1): Stephanie Nelson

8. Miscellaneous Items

SP-26-01 Site Plan: Citadel Minor Phase 1

Lonnie Roberts (Chair): Do we have the proponent for this item?

Carlos Wood (Proponent): I'm Carlos Wood, I'm the engineer for the developer. This is a R-3 zoning piece of property that used to be Woolum Drive or Woolum Street. And it has several trailer parks, and we are removing those trailer parks totally out and we want to build some apartments on this property. Right now, we want to do Phase One, we want to do six buildings on the north side of the private drive.

Lonnie Roberts: Okay, City Planner do you have comments on this site plan?

Derrel Smith (City Planner): We don't have staff comments on the site plan, the reason it's here is because the number of units. We wanted to bring it before you, we will review this as usual and make sure it meets all city codes, but because of the number of units, our ordinance requires MAPC to review it, before we go any further.

Lonnie Roberts: Okay, commissioners have any questions of the applicant or city staff?

Dennis Zolper (Commission): Zolper, make a motion to approve the number of units on the property, correct?

Derrel Smith: It's just a site plan.

Dennis Zolper: Okay, make a motion to approve the site plan as presented to us.

Lonnie Roberts: Do I hear a second?

Jim Little (Commission): Little, second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

> Aye (7): Dennis Zolper, Jeff Steiling, Jimmy Cooper, Kevin Bailey, Mitch Johnson, Monroe Pointer
>
> Nay (0)
>
> Absent (1): Stephanie Nelson

9. Staff Comments

Lonnie Roberts (Chair): Do we have any staff comments?

Derrel Smith (City Planner): Yes sir, we have one. I sent out an email, probably last week of a housing study meeting that's going to be Thursday from noon to 1:30pm, it's going to be over Zoom, and I included a link. If you didn't get that link and wanted to attend, let me know and I'll get it to you. This is from the DPZ, the people that are doing our comprehensive plan and it's a lot of the information that they have come up with up to this point. A lot of it, is going to be about housing demographics, that kind of information. So, maybe some of y'all might find it interesting. Tomorrow they're going to have another meeting at noon and it's going to be for the Steering Committee that has been put together by the Mayor's office, it will be over Zoom as well, tomorrow from noon to 1:30pm. If you are on that, you also got a link sent to you.

Dennis Zolper (Commission): Derrel, is that meeting this Thursday?

Derrel Smith: Yes, sir. This Thursday the 16th. Jimmy, I'll get you one this evening. I've got it. When I hit MAPC it gives me the city one unless I remember to put your personal one. I've got it and I'll get it to you.

Jimmy Cooper (Commission): Thank you.

Lonnie Roberts: Anything else? Commissioners have any questions or comments? We're adjourned.

10. Adjournment

Meeting was adjourned.

OFFICIAL RECEIPT

Receipt Date 07/16/2026 09:07 AM
Receipt Print Date 07/16/2026

Receipt # 00278382
Batch # 00116.07.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	336.05
Detail:	
01-000-0150-00	
Proof of Publication 1400 Sou	
thern Ridge Blvd	336.05
Total	336.05
Payment Information:	
Credit Car 2151	336.05
Change	0.00

Garrett Dunnam
Customer #: 000000

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Cashier: ALCooksey
Station: ALCOOKSEY

Text File

File Number: ORD-26:017

Agenda Date: **Version:** 1 **Status:** Third Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

AN ORDINANCE MODIFYING ORDINANCE 24:037 WHICH ESTABLISHED AND CONSOLIDATED SPECIAL TRAFFIC PATTERNS NEAR JONESBORO PUBLIC SCHOOL CAMPUSES AND ORDINANCE 25:030 WHICH

DESIGNATED A PORTION OF WILKINS AVENUE AS ONE-WAY BETWEEN SPECIFIC HOURS ON SCHOOL DAYS

WHEREAS, the City of Jonesboro adopted ORD-24:037 which established and consolidated specific traffic patterns near Jonesboro Public School Campuses, and;

WHEREAS, the City of Jonesboro adopted ORD-25:030 which designated of a portion of Wilkins Avenue as one-way between specific hours on school days, and;

WHEREAS, the City of Jonesboro has been asked by the Jonesboro Public School Administration to modify the one-way times on Wilkins Avenue and on Hillcrest Drive to 7:15 AM to 8:15 AM and 2:45 PM to 3:45 PM, on school days, and;

WHEREAS The traffic control committee has reviewed and support the request.

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

Section 1: ORD-24:037 and ORD-25:030 are hereby modified to change the one-way times of day on Wilkins Avenue and on Hillcrest Drive to 7:15 AM to 8:15 AM and between 2:45 PM and 3:45 PM on school days.

Text File

File Number: ORD-26:019

Agenda Date: **Version:** 1 **Status:** Third Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Now therefore be it ordained by the city council for the city of Jonesboro Arkansas to make the following change as recommended by the Traffic Control Committee:

Install an all way stop sign at Meador Road and Middlefield Drive Install stop sign on Kendrick Dr at Quail Drive

Install stop sign on Pike Road and Elmhurst Drive Install stop sign on Wood Cove at Wood Street

Establish 25 MPH speed limit on Roleson Lane, Dove Road, Cardinal Road, Robin Road, Thrush Road, Lark Drive and Starling Drive

Agenda Date: **Version:** 1 **Status:** Third Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-3 TO C-3 FOR PROPERTY LOCATED AT 2911 BROWNS LANE

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

SECTION 1. Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From R-3, Multi-Family High Density District to C-3, General Commercial District, that land described as follows:

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST AFORESAID; THENCE SOUTH 00"39'52" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 827.20 FEET TO A POINT; THENCE NORTH 89"20'08" WEST, DEPARTING FROM SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BROWNS LANE; THENCE SOUTH 00"39'52" WEST, PARALLEL WITH SAID EAST LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 350.00 FEET TO A POINT; THENCE NORTH 89°20’08” WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 420.00 FEET TO A POINT; THENCE NORTH 00"39'52" EAST, A DISTANCE OF 350.00 FEET TO A POINT; THENCE SOUTH 89°20'08. EAST, A DISTANCE OF 420.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 147,000 SQ. FT. OR 3.37 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY

OF RECORD.

SECTION II: The rezoning of this property shall adhere to the following stipulations:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Floodplain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.

ORDINANCE NO. _____

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.

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CONTAINING IN ALL 147,000 SQ. FT. OR 3.37 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION II: The rezoning of this property shall adhere to the following stipulations:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Floodplain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
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SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

_____
Harold Copenhaver, Mayor

ATTEST:

_____

26139-ORD-RZ

ORDINANCE NO. _____

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LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST AFORESAID; THENCE SOUTH 00"39'52" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DIST ANGE OF 827.20 FEET TO A POINT; THENCE NORTH 89"20'08" WEST, DEPARTING FROM SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BROWNS LANE; THENCE SOUTH 00"39'52" WEST, PARALLEL WITH SAID EAST LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 350.00 FEET TO A POINT; THENCE NORTH aa 2o·oa" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 420.00 FEET TO A POINT; THENCE NORTH 00"39'52" EAST, A DISTANCE OF 350.00 FEET TO A POINT; THENCE SOUTH 89°20'08. EAST, A DISTANCE OF 420.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 147,000 SQ. FT. OR 3.37 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SECTION II: The rezoning of this property shall adhere to the following stipulations:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Floodplain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.

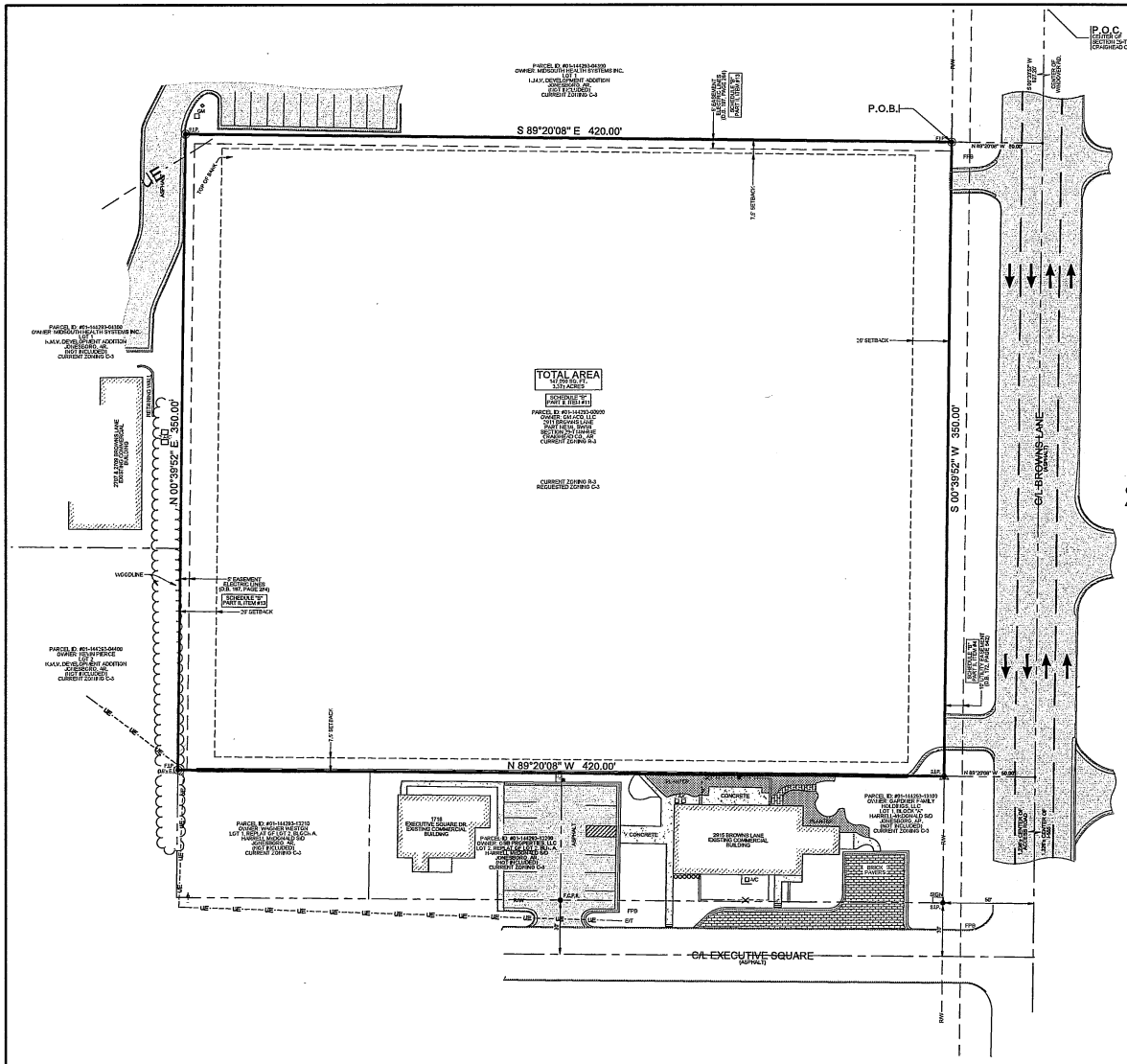
PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

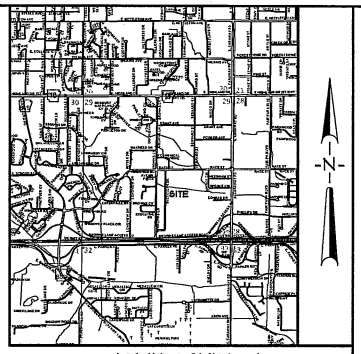
_____
Harold Copenhaver, Mayor

ATTEST:

_____

26139-ORD-RZ





VICINITY SKETCH
NOT TO SCALE

LEGEND

- = BOUNDARY LINE
- = ADJACENT LOT LINE
- = EASEMENT LINE
- = FOUND IRON PIPE
- = FOUND REBAR
- = FOUND R/W MONUMENT
- = SET 1-1/4" IRON PIPE W/ PS #1314 CAP
- = EXISTING OVERHEAD ELECTRICAL LINE
- = POWER POLE / UTILITY POLE
- = GUY WIRE

BEARING BASIS
(STATE PLANE COORDINATES ARKANSAS NORTH ZONE)

X0' X0' 0' X0'

GRAPHIC SCALE
IN FEET

DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST AFORESAID; THENCE SOUTH 00°39'52" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DIST ANCE OF 827.29 FEET TO A POINT; THENCE NORTH 89°20'08" WEST, DEPARTING FROM SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BROWNS LANE; THENCE SOUTH 00°39'52" WEST, PARALLEL WITH SAID EAST LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 350.00 FEET TO A POINT; THENCE NORTH 89°20'08" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 420.00 FEET TO A POINT; THENCE NORTH 00°39'52" EAST, A DISTANCE OF 350.00 FEET TO A POINT; THENCE SOUTH 89°20'08" EAST, A DISTANCE OF 420.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 147,000 SQ. FT. OR 3.37 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S NOTES

1. THIS DRAWING WAS PREPARED FOR HALSEY REAL ESTATE AND IS NOT ASSIGNABLE.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS SURVEYOR FOR EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY AFFECTING THIS PROPERTY.
3. SUBJECT PROPERTY IS ZONED R-3, MULTI-FAMILY HIGH DENSITY DISTRICT. ADJACENT PROPERTIES ARE ZONED C-3 AS SHOWN. STANDARD BUILDING SETBACKS FOR R-3 ZONING ARE AS FOLLOWS: STREET=20' SIDE=7.5' REAR=20'. MAXIMUM LOT COVERAGE FOR R-3 ZONING IS FORTY PERCENT (40%). MAXIMUM HEIGHT LIMITATION IS LIMITED TO FIRE CODES.
4. SUBJECT PROPERTY IS LOCATED WITHIN "X", AREAS OF MINIMAL FLOOD HAZARD, AS DESIGNATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR CRAIGHEAD COUNTY AND INCORPORATED AREAS, COMMUNITY PANEL 05031C0320D (PANEL 320 OF 510). EFFECTIVE DATE - SEPTEMBER 25, 2014.
5. THE FOLLOWING DOCUMENTS WERE USED TO PREPARE THIS DRAWING:
   A. ALTA/NSPS SURVEY BY BENCHMARK LAND SURVEYING, INC. FOR HALSEY LAND COMPANY, LLC, RECORDED AS DOCUMENT 2025091191045 AT THE ARKANSAS STATE LAND SURVEYOR'S OFFICE.
   B. SPECIAL WARRANTY DEED TO CM ACQ, LLC, RECORDED AS DOCUMENT NUMBER 2018R-011140 IN THE PUBLIC RECORDS AT JONESBORO, ARKANSAS.

OWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY AS DESCRIBED HEREON AND THAT WE REQUEST THE CHANGE IN ZONING AS NOTED.

AUTHORIZED REPRESENTATIVE
HALSEY REAL ESTATE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING, LLC HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS OTHER THAN AS SHOWN OR STATED HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS" IN EFFECT ON THIS DATE.

DATE OF BOUNDARY SURVEY: 06/01/2026

NOTE: TO BE VALID, COPIES MUST HAVE SURVEYOR'S SEAL WITH DATED SIGNATURE.

© Copyright 2026 AETLLC

HALSEY BROWNS LANE

2911 BROWN'S LANE
HALSEY REAL ESTATE
JONESBORO, ARKANSAS

ASSOCIATED ENGINEERING, LLC
CIVIL ENGINEERING • LAND SURVEYING
LAND PLANNING
103 SOUTH CHURCH STREET • P.O. BOX 1482
JONESBORO, AR 72403
PH: 870-932-3594 • FAX: 870-935-1263

Associated Engineering & Testing, LLC
NO. 289
CERTIFICATE OF AUTHORIZATION
ARKANSAS

NO.	DESCRIPTION	DATE

REZONING REQUEST

DATE:	06/01/2026
DRAWN:	CCH
CADD FILE:	26139-001
CHECKED:	JME
DWG#	XXXXXXX.XXXX
SHEET	
SCALE:	1" = 30'
	1 OF 1

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: _____ Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: 2911 Brown's Lane, South of Race Street

Side of Street: West between Race Street and Brown's Lane Access Road

Quarter: Southwest Section: 29 Township: 14 North Range: 4 East

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

SITE INFORMATION:

Existing Zoning: Residential R-3 Proposed Zoning: Commercial C-3

Size of site (square feet and acres): 147,000 SF /3.37 Acres Street frontage (feet): 350' Brown's Lane

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: Brown's Lane - asphalt (4 lanes)

Does public water serve the site? Yes

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? S

Use of adjoining properties:

North Commercial C-3

South Commercial C-3

East Commercial C-3

West Commercial C-3

Physical characteristics of the site: Vacant lot

Characteristics of the neighborhood: Commercial Use - Office, Medical

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

REZONING INFORMATION:

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

(1). How was the property zoned when the current owner purchased it? Residential R-3

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? To allow development of commercial development which is not allowed within current zoning.

(3). If rezoned, how would the property be developed and used? To develop commercial opportunities.

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? Single Commercial Lot.

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*? Yes. with the current uses of the neighborhood which includes both residences and commercial developments.

(6). How would the proposed rezoning be the public interest and benefit the community? It would develop a property that has been vacant for a long period of time to provide commercial development.

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? Rezoning would be consistent with the current use and character of the area.

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? Current zoning is not compatible with the desire and much needed use for the property.

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property. This rezoning should not adversly affect any of the above.

(10). How long has the property remained vacant? Several Years

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? The impact should be minimal.

(12). If the rezoning is approved, when would development or redevelopment begin? Within the next 12 months.

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.* A neighborhood meeting has not been scheduled due to COVID-19. Meetings have not been done with neighbors.

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

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

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

Name: Halsey Land Company, LLC

Address: 301 West Washington Avenue

City, State: Jonesboro, AR ZIP 72401

Telephone: _____

Facsimile: _____

Signature: _____

Deed: *Please attach a copy of the deed for the subject property.*

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

Name: Associated Engineering

Address: 103 South Church

City, State: Jonesboro AR ZIP 72401

Telephone: _____

Facsimile: _____

Signature: _____

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

CITY OF JONESBORO
MAPC PROPERTY OWNER NOTIFICATION

The Metropolitan Area Planning Commission will hold a public hearing at the Municipal Building, 300 S. Church, Jonesboro, Arkansas, on:

TUESDAY, July 14, 2026 AT 5:30 P.M.

On the agenda for this meeting is a request to the Commission to approve a Zoning Request **on property within 200' of your property**. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision that you feel is unfair or unjust, you have the right to appeal the decision to City Council.

REQUEST BY: Hasley Land Company, LLC DATE: June 2, 2026

DESCRIPTION OF REQUESTED USE: From existing R-3, Multi-Family High Density District to C-3, General Commercial. ..

LOCATION OF REQUESTED USE: 2911 Brown's Lane, south of Race Street

In affixing my signature below, I am acknowledging my understanding of this request for a Zoning. I further understand that my signature only indicates my receipt of notification of the request for a conditional use and does not imply an approval by me or the proposed variance or appeal, unless so written by me to the Commission.

Printed Name of Property Owner within 200' (Signature) Date

Address

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church, or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Reliance Health Care Inc.
824 Salem Road
Conway, Arkansas 72034

ELECTRONIC RECORDING
2018R-011140
CERTIFICATE OF RECORD
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
06/05/2018 2:28:38 PM
RECORDING FEE: 45.00
PAGES: 7

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that ARKANSAS AVIV, L.L.C., a Delaware limited liability company ("Grantor"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, AND CONVEY unto OM ACQ, LLC, an Arkansas limited liability company ("Grantee"), the real property in Craighead County, Arkansas, fully described in Exhibit "A" hereto, together with all improvements thereon, and all of Grantor's right, title, and interest in and to adjacent streets, alleys, rights-of-way, and any adjacent strips and gores of real estate, together with all rights, titles, and interests appurtenant to the foregoing (collectively, the "Property") to Grantee, its successors and assigns forever.

Together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

This conveyance is subject to:

1. The easements, restrictions and encumbrances set forth in Exhibit "B" attached hereto and made a part hereof.

2. Ad valorem taxes for the 2018 tax year and all subsequent years.

Grantor does hereby covenant and agree that it shall forever warrant and defend unto Grantee, its successors and assigns, the right and title of said Property against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

PROPERTY

A part of the Northeast Quarter of the Southwest Quarter of Section 29, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows: Begin at the center of Section 29, Township 14 North, Range 4 East; thence South 0 degrees 12 minutes West on the Quarter Section line 827.2 feet; thence North 89 degrees 48 minutes West 50 feet to the West right of way line of Browns Lane, the point of beginning proper; thence North 89 degrees 48 minutes West 420 feet; thence South 0 degrees 12 minutes West 350 feet; thence South 89 degrees 48 minutes East 420 feet to the West right of way line of Browns Lane; thence North 0 degrees 12 minutes East along said right of way 350 feet to the point of beginning proper, containing 3.375 acres.

EXHIBIT "B"

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements, not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.

5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown in the public records.

6. General Taxes for the year 2018 which are not yet due and payable and subsequent years, and future installments of the following Special Improvement District(s):

   None

7. There is expressly excluded from coverage hereunder, and this Company does not insure title to oil, gas and other minerals of every kind and character in, on and under the property herein described.

8. Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real property records of the county in which the property is located.

10. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

11. Rights of tenants in possession, as tenants only, under unrecorded leases.

12. Easement in favor of Southwestern Bell Telephone Company as set forth in Easement for Underground Facilities dated October 23, 1997, Deed Book 549 Page 684, records of Craighead County, Arkansas.

13. Easement in favor of City Water and Light Plant of Jonesboro, Arkansas, as set forth in easement for electric lines dated January 19, 1973, recorded March 5, 1973 in Deed Book 197 Page 284, records of Craighead County, Arkansas.

14. Subject to the following matters as shown on survey by Jason Branch dated October 28, 2008, including but not limited to the following: (a) overhead and underground utilities.

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

Real Estate Transfer Tax Stamp

Proof of Tax Paid

File Number: W-18-17128

Grantee:	OM ACQ, LLC
Mailing Address:	824 SALEM ROAD CONWAY AR 720340000
Grantor:	ARKANSAS AVIV, L.L.C.
Mailing Address:	2911 BROWNS LANE JONESBORO AR 724010000
Property Purchase Price:	$2,988,700.00
Tax Amount:	$9,863.70
County:	CRAIGHEAD
Date Issued:	06/05/2018
Stamp ID:	1754583040

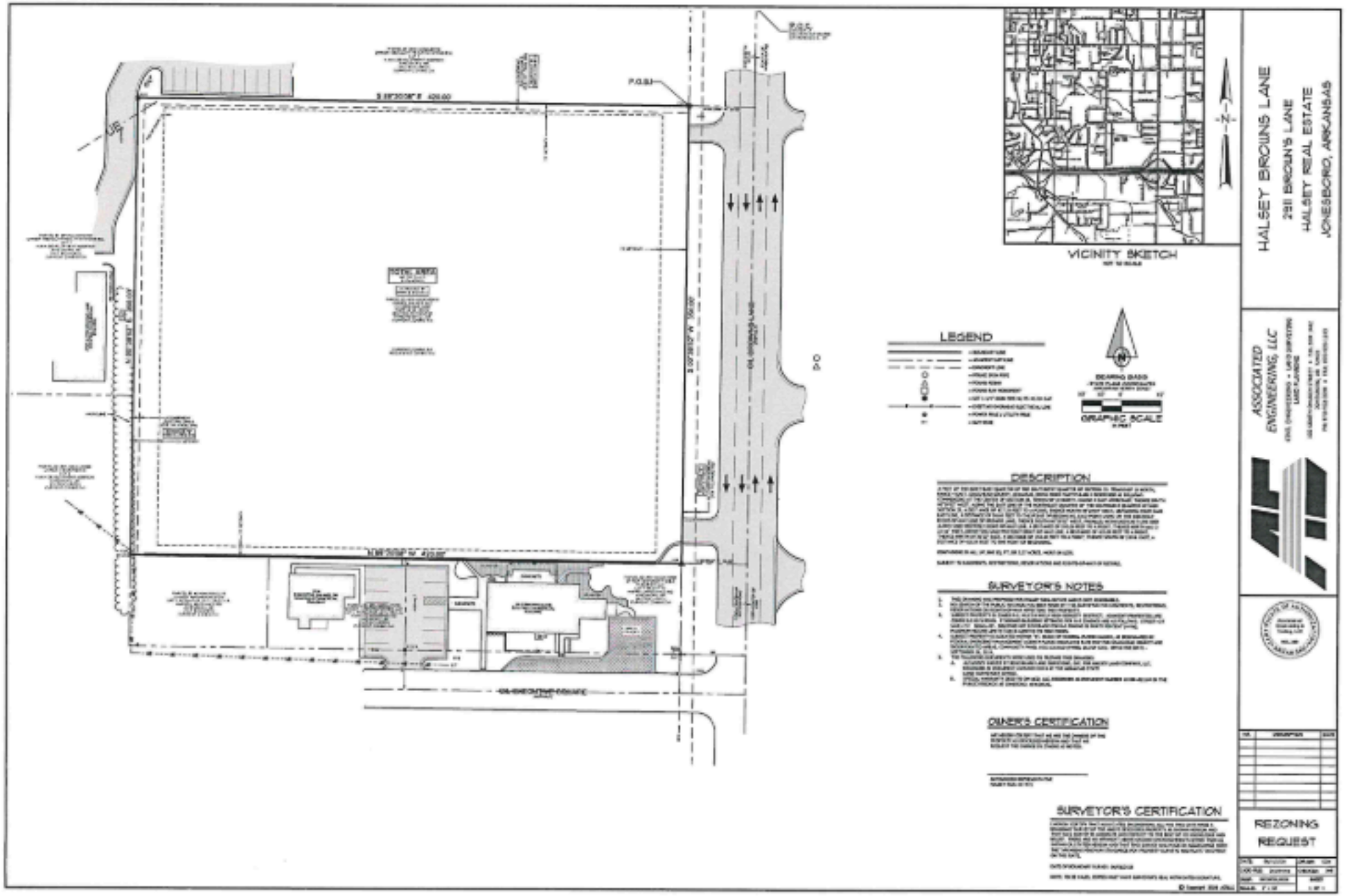
I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): GUY MARIS IV, EVP

Grantee or Agent Name (signature): _____ Date: 6.5.18

Address: STANDARD ABSTRACT & TITLE COMPANY
1012 AUTUMN ROAD, SUITE 4

City/State/Zip: LITTLE ROCK, ARKANSAS 72211
(501) 221-9449


VICINITY SKETCH
LEGEND
BEARING BASIS
GRAPHIC SCALE
DESCRIPTION
SURVEYOR'S NOTES
OWNER'S CERTIFICATION
SURVEYOR'S CERTIFICATION
HALSEY BROWNS LANE
211 BROWN'S LANE
HALSEY REAL ESTATE
JONESBORO, ARKANSAS
ASSOCIATED ENGINEERING, LLC
REZONING REQUEST

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 23, 2026

REQUEST: To consider a rezoning of 2911 Brown's Ln

PURPOSE: A request to consider recommendation to Council for a rezoning from R-3 Multi Family Family Residential to "C-3", General Commercial district

APPLICANT: **Associates Engineering**

LOCATION: **2911** Browns Ln

SITE DESCRIPTION: **Total Size:** Approx. 3.37 Acre- 147,000 S.F.
Street Frontage: Approx. 350 ft Brown's Ln

Existing Development: Circa 2002, and 2003 this site was designed and approved as a subdivision.

Physical Characteristics of the Site: Vacant Lot

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-3
South	C-3
East	C-3
West	C-3

HISTORY:

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as Moderate Intensity Growth Sector

The Current/Future Land Use Map recommends this location as a **Moderate Intensity Growth Sector**.

Moderate Intensity:

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

Typical Land Uses:

- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)

.


01-144293-04300
5.41
2760
BROWNS LN
2760-D
BROWNS LN
01-144294-01400
1.02
01-144294-02300
0.3
01-144294-02400
0.45
2800 BROWNS LN
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3.36
2709
BROWNS LN
291
BROWNS LN
Browns Ln
2850
BROWNS LN
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0.96
1724
EXECUTIVE SQ
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0.97
01-144293-13210
0.16
1716
EXECUTIVE SQ
2915
BROWNS LN
01-144293-13100
0
2900
BROWNS LN
Executive Sq

Land Use Map

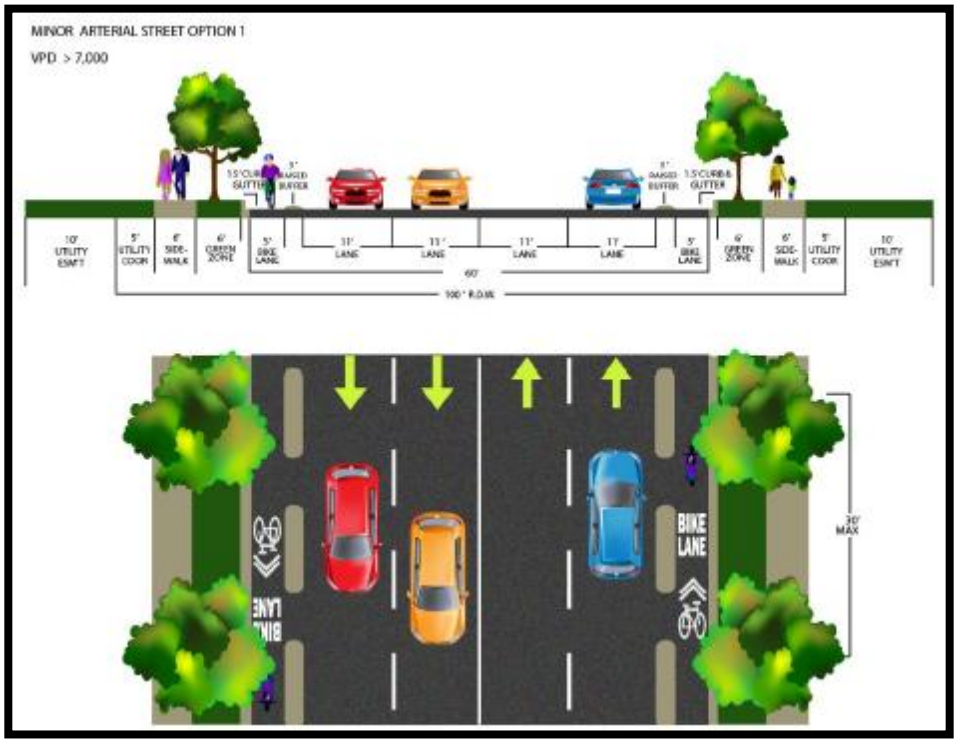
Master Street Plan/Transportation

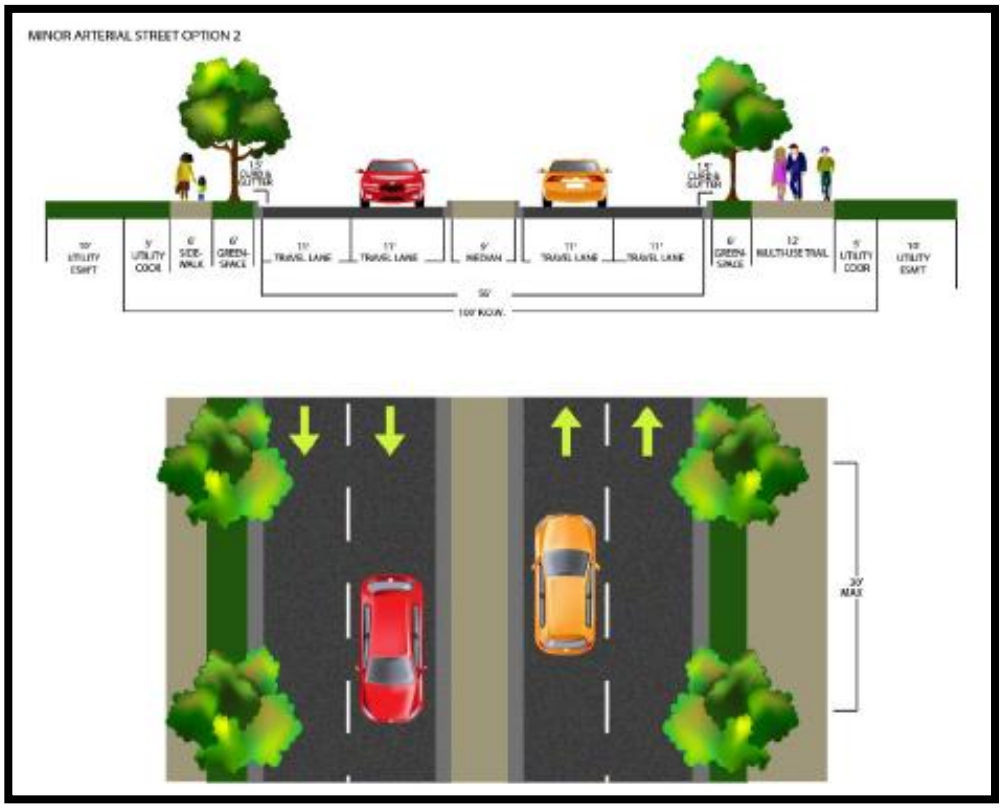
The subject property will be served by Brown's Ln. The Master Street Plan classifies Brown's Ln as a Minor arterial.

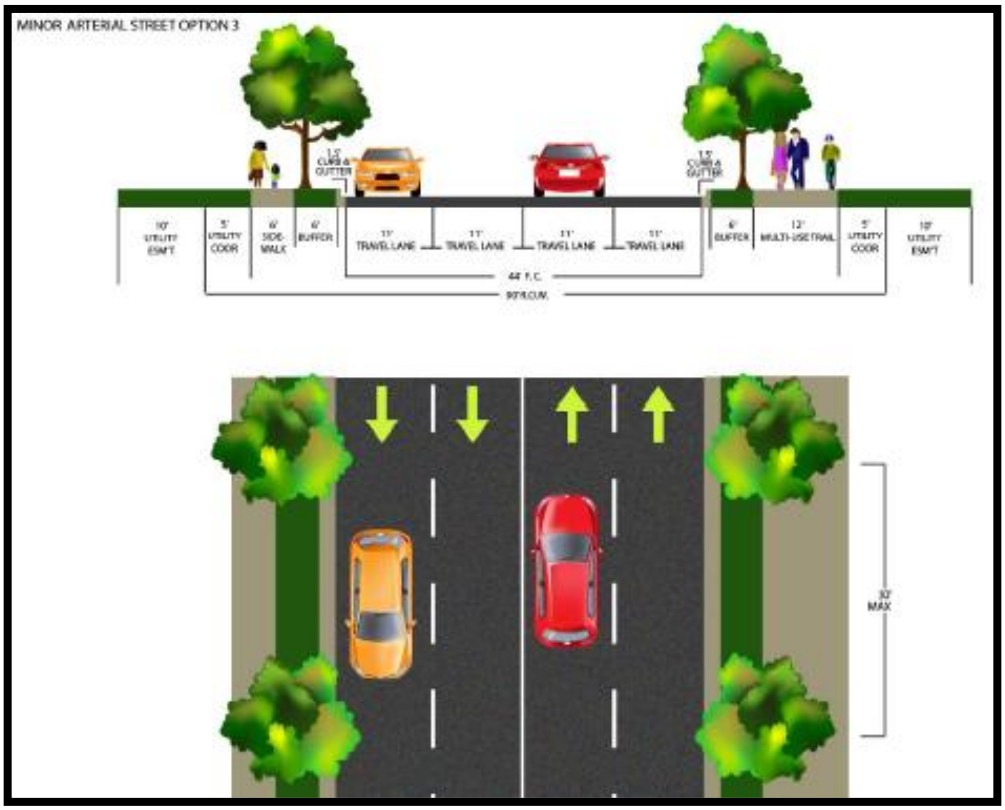
Minor Arterials function similarly to principal arterials, but operate under lower traffic volumes, serve trips of shorter distances, and provide a higher degree of property access than principal arterials.

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

DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).




MINOR ARTERIAL STREET OPTION 2
10' UTILITY ESMT
5' UTILITY COOR
6' SIDE-WALK
6' GREEN-SPACE
11' TRAVEL LANE
11' TRAVEL LANE
6' MEDIAN
11' TRAVEL LANE
11' TRAVEL LANE
6' GREEN-SPACE
12' MULTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESMT
66'
100' ROW
30' MAX


MINOR ARTERIAL STREET OPTION 3
10' UTILITY ESMT
5' UTILITY COOR
6' SIDE-WALK
6' BUFFER
11' TRAVEL LANE
11' TRAVEL LANE
11' TRAVEL LANE
11' TRAVEL LANE
6' BUFFER
12' MULTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESMT
44' F.C.
92' ROW
32' MAX

Approval Criteria- Chapter 117 - Amendments:

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

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

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as R-3 Multi Family Residential. The applicant is applying for a rezoning to allow "C-3", General Commercial district at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

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

C-3, general commercial district.

The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26-09 ; a request to rezone property from R-3 Multi Family Residential to "C-3" General Commercial District. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 26- 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-3 Multi Family Residential to "C-3" General Commercial District will be compatible and suitable with the zoning, uses, and character of the surrounding area.

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☐ Certified Mail Restricted Delivery	$0.00
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☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

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JUN 15 2026
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MID-SOUTH HEALTH SYSTEMS INC
2707 BROWNS LN
JONESBORO AR 72401

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City, Stat

THE QURAISHI FAMILY LLC
2915 BROWNS LN
JONESBORO AR 72401

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☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

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City, State,

GSB PROPERTIES LLC
1716 EXECUTIVE SQUARE
JONESBORO AR 72401

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☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

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ISLAS INVESTMENTS LLC
9100 HWY 49 S
JONESBORO AR 72404

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☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

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City, State, ZIP+4

PIERCE KEVIN
1724 EXECUTIVE SQUARE
JONESBORO AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

OFFICIAL RECEIPT

Receipt Date 07/02/2026 08:35 AM — Receipt # 00277999
Receipt Print Date 07/02/2026 — Batch # 00002.07.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	288.60
Detail:	
01-000-0150-00	
Proof of Publication Brown's	
Lane Rezone	288.60
Total	288.60
Payment Information:	
Check 41078	288.60
Change	0.00

Assoc Engineering & Testing LLC
Customer #: 000191
dba Associated Engineering LLC
PO Box 1462
Jonesboro, AR 72403-1462

Cashier: ALCooksey
Station: ALCOOKSEY

Agenda Date: 8/4/2026 **Version:** 1 **Status:** Held in Council

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO PD PLANNED DEVELOPMENT FOR PROPERTY LOCATED AT 1004 N. CARAWAY ROAD AS REQUESTED BY DAVID TAPP

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: **PD Planned Development**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS·

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 01°02'25" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 520.92 FEET TO A POINT; THENCE SOUTH 88°44'17" EAST. DEPARTING FROM SAID WEST LINE, A DISTANCE OF 29.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88.44'17" EAST, A DISTANCE OF 200.71 FEET TO A POINT; THENCE NORTH 01°02'25" EAST, A DISTANCE OF 214.72 FEET TO A POINT; THENCE SOUTH 88°43'09" EAST, A DISTANCE OF 36.54 FEET TO A POINT; THENCE NORTH 19·'14'13" WEST, A DISTANCE OF 299.36 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENSBORO ROAD; THENCE NORTH 48°15'05" EAST. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.86 FEET TO A POINT LYING

ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9: THENCE NORTH 89Q51'30" EAST, ALONG SAID NORTH LINE AND DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,132.93 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9: THENCE SOUTH 00°49'04" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 655.11 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°52'31" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1,301.60 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH CARAWAY ROAD; THENCE NORTH 00°54'09" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 133.13 FEET TO THE POINT OF BEGINNING.
CONTAINING IN ALL 752,353 SQ_ FT. OR 17.27 ACRES, MORE OR LESS
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY 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, Flood Plain Regulations, and Traffic Access Management Policy regarding any new development.
2) A final site plan subject to all ordinance requirements and illustrating compliance with the site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks, etc. shall be submitted, reviewed, and approved by the Planning Department prior to any redevelopment of the property.
3) Any change of use shall be subject to Planning Department approval in the future.
4) This development shall comply with all Overlay District requirements.

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-08

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 9, 2026

REQUEST: To consider a rezoning of 1004 N Caraway Rd (Parcel #01-144093-0030)

PURPOSE: A request to consider recommendation to Council for a rezoning from "R-1", single family moderate intensity district, to PD Planned Development

APPLICANT: **David Tapp**

LOCATION: 1004 N Caraway Rd

SITE DESCRIPTION: **Total Size:** Approx. 17.27 Acre- 752,353 S.F.
Street Frontage: Approx. 133.13 ft Caraway Rd and 44.86 ft along Greensboro Rd

Existing Development: Circa 2002, and 2003 this site was designed and approved as a subdivision.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 – Residential
South	R-1
East	R-1 Vacant Land
West	R-1

HISTORY:

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as a **Moderate Intensity Residential**.

Moderate Intensity:

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

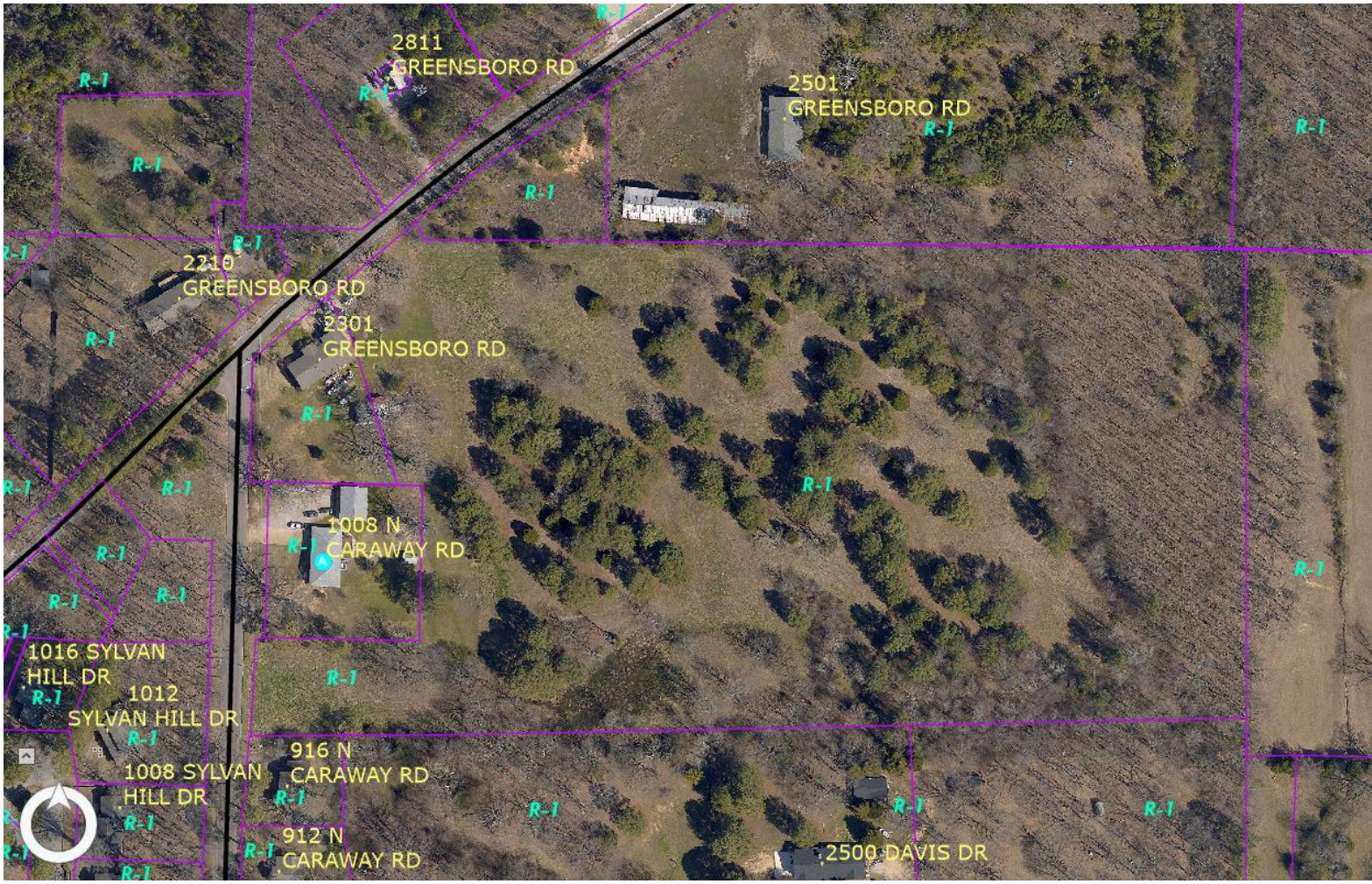
Typical Land Uses:

- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)


2811
GREENSBORO RD
2501
GREENSBORO RD
2210
GREENSBORO RD
2301
GREENSBORO RD
1008 N
CARAWAY RD
1016 SYLVAN
HILL DR
1012
SYLVAN HILL DR
916 N
CARAWAY RD
1008 SYLVAN
HILL DR
912 N
CARAWAY RD
2500 DAVIS DR
R-1

Land Use Map

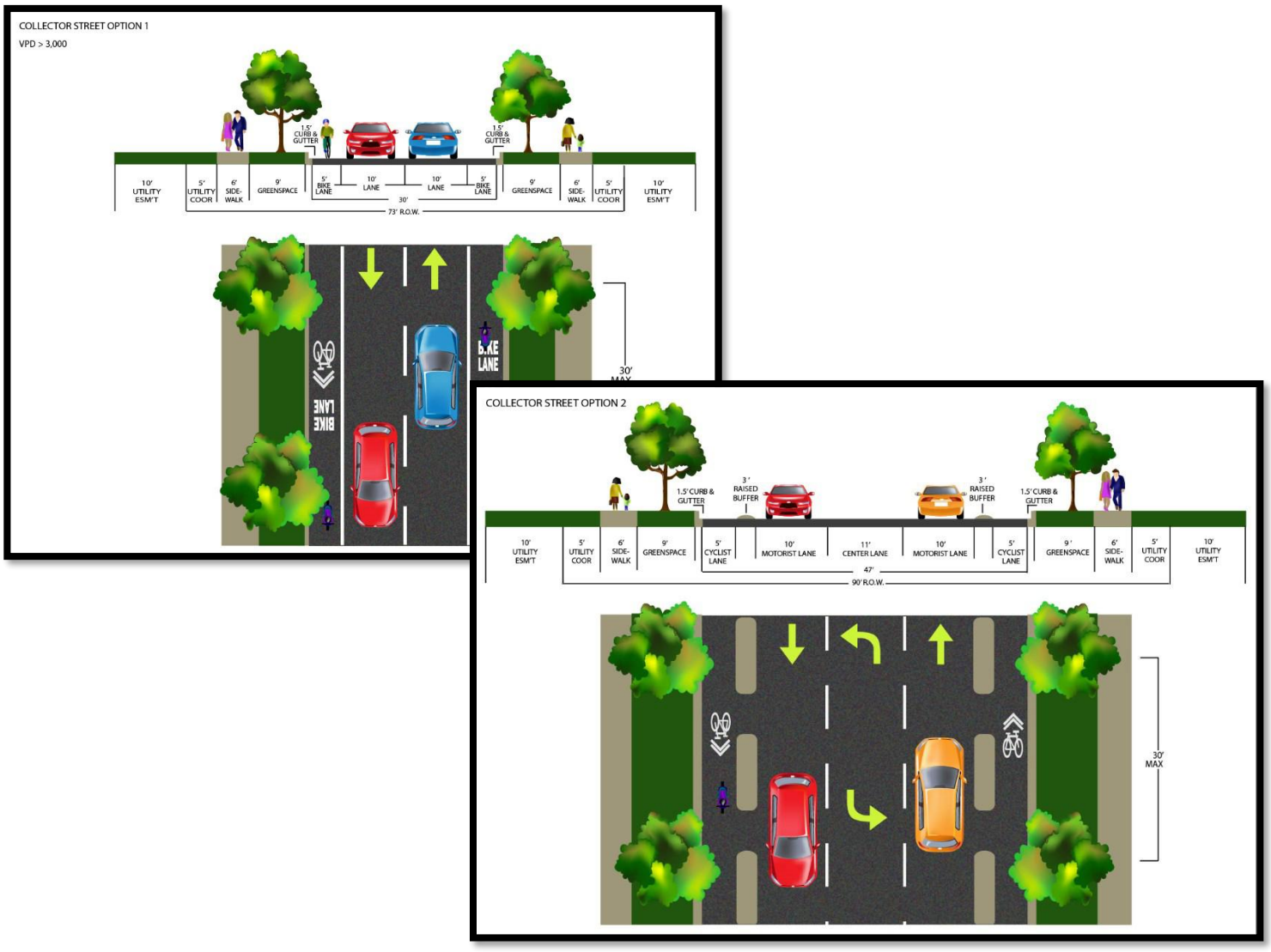
Master Street Plan/Transportation

The subject property will be served by N Caraway Rd and Greensboro Rd. The Master Street Plan classifies N Caraway Rd and Greensboro Rd as a Collector Street

Collectors provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

FUNCTION: A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



Approval Criteria- Chapter 117 - Amendments:

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

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

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow PD Planned Development

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines PD as follows:

It is the intent of this division to encourage development with superior living environments brought about through unified development, and to provide for the application of design ingenuity in such developments, while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan for development of the city. The PD provisions herein established, are intended to provide for greater flexibility in the design of buildings, yards, courts, circulation and open space than would otherwise be possible through the strict application of other district regulations and to produce:

(1) A maximum choice in the type of environment and living units available to the public;
(2) Open space and recreation areas, active and passive;
(3) A pattern of development which preserves natural features, prevents soil erosion, and protects water quality;
(4) A creative approach to the use of land and related physical development;
(5) An efficient use of land resulting in smaller networks of utilities and streets, and thereby lowering costs; and
(6) An environment of stable character

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26-08 ; a request to rezone property "R-1", single family High intensity district, to "PD" Planned Development District. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

4. The site shall comply with all overlay district standards.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

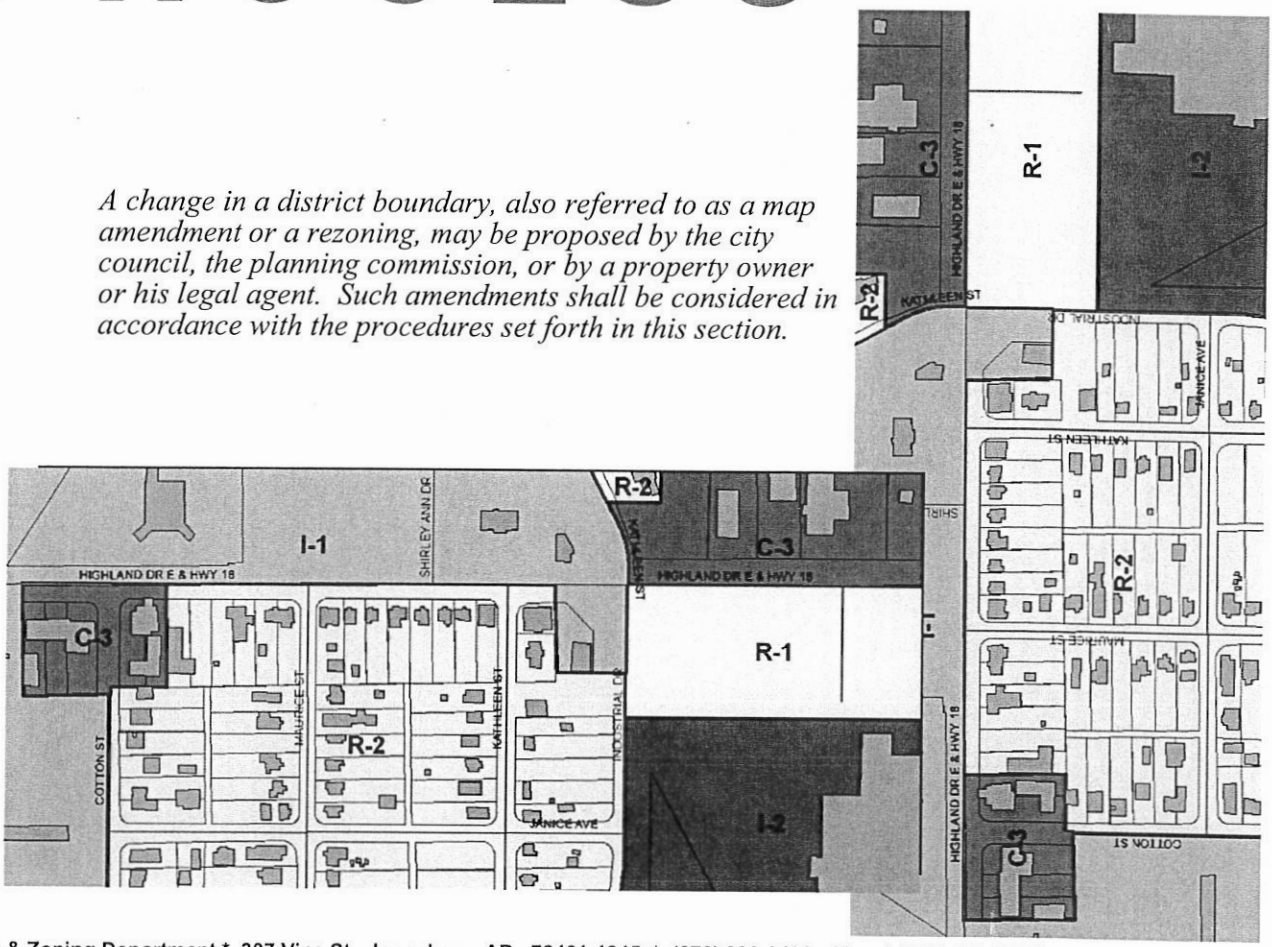
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Sample Motion:
I move that we place Case: RZ 26-08 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "R-1", single family high intensity district, to "PD" Planned Development, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

City of Jonesboro ARKANSAS

REZONING PROCESS

A change in a district boundary, also referred to as a map amendment or a rezoning, may be proposed by the city council, the planning commission, or by a property owner or his legal agent. Such amendments shall be considered in accordance with the procedures set forth in this section.



Amendments & Rezonings

14.44.05 Amendments. Two (2) types of amendments to this zoning ordinance are recognized; one being a revision in the textual provisions of the ordinance, and the other being a change of boundary in a zoning district.

(a) Amendment to Text. Amendments to the text may be initiated by the planning commission, the city council, or by the mayor. Proposed amendments shall be processed in accordance with the procedures set forth in this section.

(1) Notice. The City Planner shall be responsible for scheduling a public hearing before the planning commission. He shall prepare the content of a public notice, and ensure that the notice is published in a newspaper of general circulation with the city at least fifteen (15) days before the public hearing.

(2) Hearing and Recommendation by the Planning Commission. The planning commission shall conduct a public hearing on the proposed amendment, hearing both the proponents and opponents, if any. Following the public hearing, the commission shall determine its recommendation(s) regarding the proposed amendment, and make such known to the city council.

(3) Action by the City Council. After receiving the recommendation of the planning commission, the city council may approve the amendment as submitted; may approved a revised version they deem appropriate; refer it back to the planning commission for further study and consideration; table it; or deny it. If the city council action does not take place with six (6) months after the planning commissions public hearing, the amendment process must begin anew.

(b) Change in District Boundary. A change in a district boundary, also referred to as a map amendment or a rezoning, may be proposed by the city council, the planning commission, or by a property owner or his legal agent. Such amendments shall be considered in accordance with the procedures set forth in this section.

(1) Application Submittal. A complete application for change in district boundary or map amendment, hereafter referred to as a rezoning, shall be submitted to the city planner in a form established by him, along with the non-refundable processing fee (see attached fee schedule). Applications shall be filed by the 17th of the month in order to be placed on the planning commission agenda for the subsequent months meeting, which is held on the second Tuesday thereof. No application shall be processed until the city planner determines that the application is complete and the required fee has been paid.

(2) Notice. Promptly upon determining that the application if complete, the city planner shall schedule a public hearing date before the planning commission, notify the applicant of the hearing date, and provide at least

fifteen (15) days notice of the hearing in a newspaper of general circulation in the city. The notice shall indicate the time and place of the public hearing; give the general location and description of the property, such as the street address and acreage involved; describe the nature, scope and purpose of the application; and indicate where additional information about the application can be obtained.

The applicant shall (1) post notice on weatherproof signs provided by the City; (2) place the signs on the property that is the subject of the application at least ten (10) days before the public hearing; and (3) ensure that the signs remain continuously posted until a final decision is made by the city council. At least one (1) sign shall be posted by the applicant for each one hundred and fifty feet (150') of street frontage, up to a maximum of five (5) signs. Signs shall be placed along each abutting street in a manner that makes them clearly visible to neighboring residents, and passers-by. There shall be a minimum of one (1) sign along each abutting street.

(3) Hearing and Recommendation by the Planning Commission. The planning commission shall hold a public hearing on the proposed rezoning. At the conclusion of the hearing, and after deliberation, the commission shall recommend approval as submitted; may recommend approval of less area and/or of a lesser intense, but like classification than what was applied for; table with cause, not to exceed one time for consideration at the next meeting; or deny the application, and submit an accurate written summary of the proceedings to the city council.

(4) Hearing and Action by the City Council. After the planning commission recommends approval of an application, the applicant shall be responsible for preparing the appropriate ordinance and requesting that the City Clerk place it on the city council's agenda. Agenda item requests and all documentation shall be submitted in a form established by the City Clerk, and be accompanied by a publication fee prescribed by law.

If the planning commission does not recommend approval of an application, the city council may consider the matter after an appeal is filed by the property owner with the City Clerk, and a special public hearing is set and subsequently held. Applicant responsibility with regard filing documents with the City Clerk and paying said fee as described above is also applicable.

In considering an application for approval, whether on appeal or not, the city council may reduce the amount of land area included in the application, but not increase it; and may change the requested classification in whole or in part, to a less intense zoning district classification than was indicated in the planning commissions required public notice.

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

(a) Consistency of the proposal with the Comprehensive Plan.

(b) Consistency of the proposal with the purpose of this ordinance.

(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;

(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;

(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;

(f) Length of time the subject property has remained vacant as zone, as well as its zoning at the time of purchase by the applicant; and

(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets drainage, parks, open space, fire, police, and emergency medical services.

(6) Successive Applications. In the event that the city council denies an application for a rezoning, a similar application shall not be considered by the planning commission for six (6) months from the date of the denial by the city council, unless the planning commission, upon recommendation by the city planner, determines that there is a significant change in the size or scope of the project, or that conditions have changed in the area affected by the proposed rezoning.

14.44.06 Fees. Before any action shall be taken as provided in this ordinance, the applicant shall submit a fee with the application in accordance with the schedule below. Under no condition shall said sum or any part thereof be refunded for failure of said action to be approved by the city. See the attached and most current fee schedule in the appendix section.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: _____ Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: 01-144093-0030

Side of Street: _____ between _____ and _____

Quarter: _____ Section: 09 Township: 14 Range: 04

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

SITE INFORMATION:

Existing Zoning: R-1 Proposed Zoning: _____

Size of site (square feet and acres): 752,353 / 17.27 acres Street frontage (feet): 133.13 / 44.86

Existing Use of the Site: Raw land

Character and adequacy of adjoining streets: 2 lane street

Does public water serve the site? Yes

If not, how would water service be provided? N/A

Does public sanitary sewer serve the site? No

If not, how would sewer service be provided? Septic

Use of adjoining properties:

North: Approximately 12 acres of undeveloped land

South: Approximately 8.5 acres of undeveloped land with one single house

East: Approximately 15 acres of undeveloped land

West: A few single family homes with land

Physical characteristics of the site: Wooded raw land

Characteristics of the neighborhood: A few family homes but mainly a lot of undeveloped land

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

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

(1). How was the property zoned when the current owner purchased it?

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?

(3). If rezoned, how would the property be developed and used?

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?*

(6). How would the proposed rezoning be the public interest and benefit the community?

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

(10). How long has the property remained vacant?

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

(12). If the rezoning is approved, when would development or redevelopment begin?

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

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

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

Name: J. King LLC

Address: 2806 Martinbrook Drive

City, State: Jonesboro, AR ZIP 72401

Telephone: AR

Facsimile: N/A

Signature: _____

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

Name: David Tapp

Address: 1000 SWN Drive Suite 101

City, State: Conway, AR ZIP 72032

Telephone: 501-450-0449

Facsimile: N/A

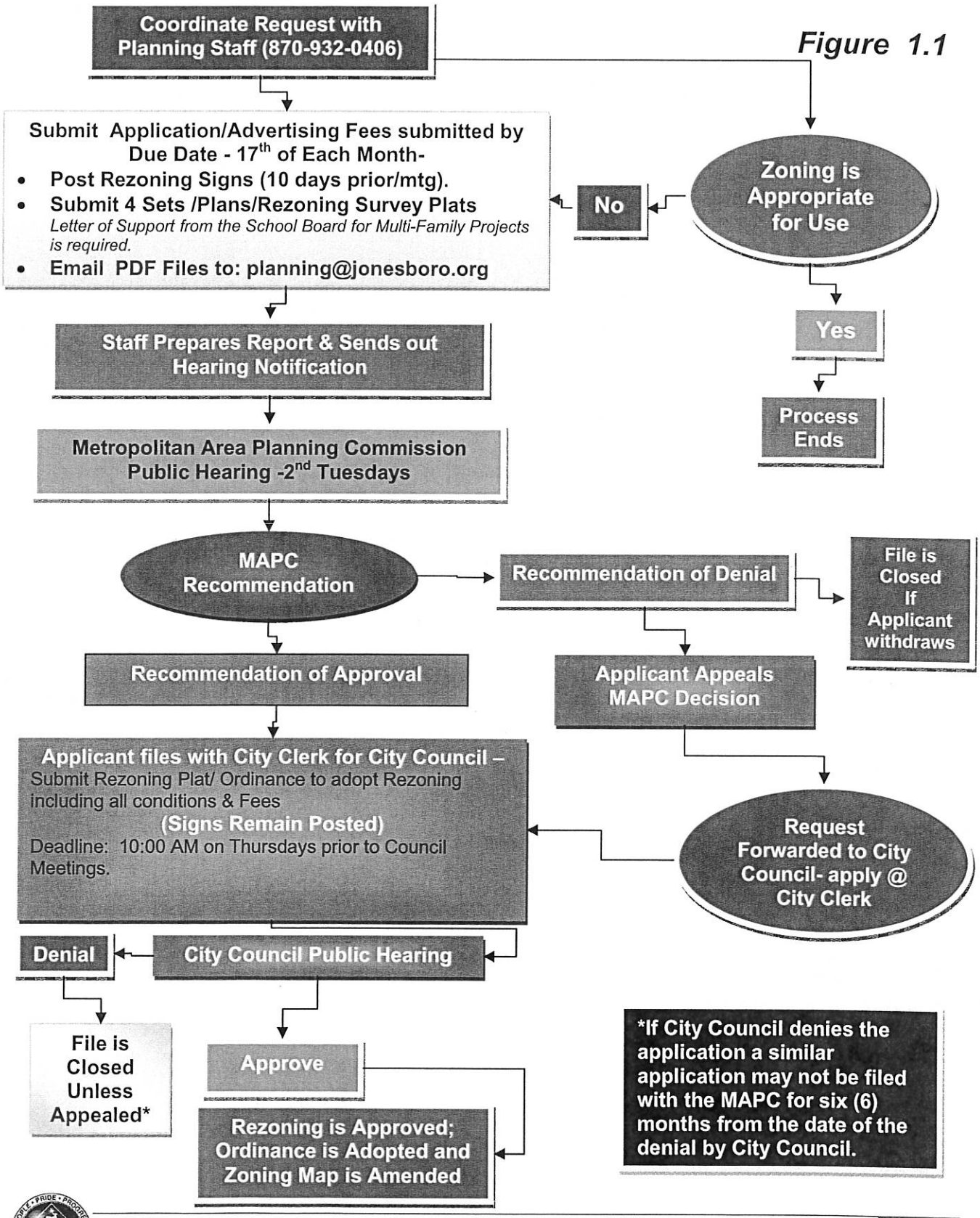
Signature: David Tapp

Deed: *Please attach a copy of the deed for the subject property.*

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Rezoning Process

Figure 1.1



Planning

Single Family Residential Approvals - Planning Review

New Single Family Dwelling (per structure)	$50
New Multiple Family Dwellings (per plan submittal)	$100
Additions to Residential Dwellings (increase in footprint)	$25
Detached Buildings & Other Accessory or Temporary Structure	$25
Alterations or Repairs of Residential Dwelling	$25
Swimming pools (above or below ground)	$25
Walls, fences, decks, antenna towers & satellite dishes	$50
Multi-family Additions	$50
Multi-family Accessory Structures	$50
Multi- family Dwellings 5 units and above	$500

Commercial Building Permits - Planning Review

0 sq ft to 10,000 sq ft Commercial Building Area	$500
10,001 sq ft or more Commercial Building Area	$1,000
Interior alterations/repairs of commercial or industrial structures	$250
Awnings and Canopies	$250
Accessory buildings, walls, fences, decks	$250
Cellular towers/antenna & satellite (new)	$100
Cellular towers/antenna & satellite (existing)	$100
Parking Lots	$100
Landfill and Extractions (land use only)	$1,000
Gravel Mining	$1,000
Change of Use Certificate	$100
Commercial Storage Tanks	$250
Temporary Tents, Trailers & Structures	$250

Rezoning Fees

Base Fee +	$500

Special District Applications

Village Residential Overlay	$500
JMA-O Jonesboro Municipal Airport Overlay District	$500
Planned Development District	
Fee per stage (Preliminary, Final, Modifications)	$500

Board of Zoning Appeals Fees

Residential Appeal - Compatible Non-Conforming Use (BZA)	$200
Commercial Appeal - Compatible Non-Conforming Use (BZA)	$400
Conditional Use (MAPC)	$400

Subdivision Fees

Minor Plats & Replats (Administrative Approvals)

Base Fee	$400

Reviews requiring MAPC Approval

Subdivisions: 0 to 20 acres

Base Fee	$500
Per Lot Fee	$4
Subdivisions: Over 20 to 40 acres	$1,000
Subdivisions: Over 40 acres	$1,500

On/Off Premise Sign Permits

Bill Board Base Fee	$1,000
Construction Base Fee	$100
Ground Sign New Base Fee	$100
Wall & Awning Signs Base Fee	$100
Pole Sign Base Fee	$100
Marquee Sign Base Fee	$100
Monument Sign Base Fee	$100
Promotional Event Signs Base Fee	$100
Banners	$50

Mapping Services

Zoning Research Letter	$500
Zoning Letter (simple)	$50

Additional Fees Not being Charged

Multi-Family Dwelling Review (3rd submittal)	$1,000
Commercial/Industrial Review (3rd submittal)	$1,000

INSPECTIONS & PLANNING

FEES

THE CITY OF
JONESBORO

INSPECTIONS
300 S. Church St.
Jonesboro, AR 72401
870-933-4602

PLANNING
300 S. Church St.
Jonesboro, AR 72401
870-932-0406

www.jonesboro.org

Planning: RES-17-091
Inspections: RES-17-092

Inspections

Swimming Pool Elec Bond	$50
Street Cut Permit	$40
Storm Shelter	$50
Residential Water Meter Permit	$40
Residential Swimming Pool	Project Cost
Residential Storage	Project Cost
Residential Sprinkler Permit	$60
Residential Single Family	Project Cost
Residential Sewer Stubout Permit	$40
Residential Sewer Permit	$40
Residential Sewer Connection & Street Cut	$80
Reinspection Fee	R - $40 C - $100
Residential Plumbing	.05 sq ft
Residential HVAC	.05 sq ft
Residential Gas Test	$40
Residential Electrical	.05 sq ft
Residential Electric Alteration	$50
Residential Building - Duplex	Project Cost
Residential Alterations	$100 min.
Residential Additions	Project Cost
Re-Roofing Permit	R - $100 C - Project Cost
RElectrical Reconnect	$50
Plumbing Changeout	$40
Multi-family Building Permit	Project Cost
Multi Family Plumbing	.06 sq ft
Multi Family HVAC	.06 sq ft
Multi Family Electric	.06 sq ft
Mobile Vending Permit	$40
HVAC C/O VentAHood	$40 C/a $55 C/O & Duct
Grading Permit	Engineering Fee
Fire Sprinkler Permit	$50 - Fire Dept.
Fire Alarm	$50 - Fire Dept.
Fence Permit	Planning Fee
Existing Structure CO	$50
Driveway Permit	Engineering Fee
Demolition Permit	R - $100 C - $250
Communication Tower	Project Cost
Commercial Water Meter Permit	$50
Commercial Temp Power	$55
Commercial Storage	Project Cost
Commercial Sprinkler Permit	$85
Commercial Signs	Project Cost
Commercial Sewer/Stubout	$50
Commercial Sewer Connection & Street Cut	$100
Commercial Plumbing	.07 sq ft
Commercial HVACR	.07 sq ft
Commercial Gas Test	$50
Commercial Electric - Site Trailer	$100
Commercial Electric Reconnect	$55
Commercial Electric Alteration	$55
Commercial Electric	.07 sq ft
Commercial Building Permit	Project Cost
Commercial Alterations	Project Cost
Commercial Additions	Project Cost
Canopy Permit	$50
Backflow Permit	C - $50 R - $40
Temp Pole	$55
Low Voltage	R - $50 C - $100
Temp Co	R - $50 C - $500
Foundation & Footing	040,000 sq ft $50 10,001-+ sq ft $1,000
Tent Permit	$50
Moving Permit	$50
HVAC Duct Only	$40

ENGINEERING & STREET DEPARTMENTS

FEES

THE CITY OF
JONESBORO

www.jonesboro.org

Engineering Dept: RES-17:089
Street Dept: RES-17:088

Engineering Fees

Driveway Permit *(per driveway)* $50
(includes one form inspection & one final inspection)

Driveway Re-Inspection Fee $30

Lane/Traffic Closure Permit:

One Traffic Lane Closure Permit $25

Street Closure (Collector) $100

Street Closure (Arterial) $200

Floodplain Development Permit ..... $100 per acre ($25 min.)

Drainage Alteration/Modification Permit $25
(plus $0.10 per linear ft. of drainage system modification/alteration)

Grading Permit ..... $100 per acre ($50 minimum)

Stormwater Management Plan Permit:

for subdivision ..... $1,000 minimum

additional lots over 10 ..... $100 per lot

for commercial site ..... $350 minimum

additional acres over 3.5 acres ..... $100 per acre

Stormwater Appeal Fee $200

Encroachment Permit $50

Residential Site Permit $25

Street Fees

Street Plate - 1st plate delivered *(up to 60 days)* *$45*
(includes one form inspection & one final inspection)

Each additional street plate delivered *(up to 60 days)* $15

Street Repair $200

Base Asphalt $30

Barricades (contractors - street cuts and repairs) $75/ea

Barricades (block parties, etc.) $10/ea

Cones $5/ea

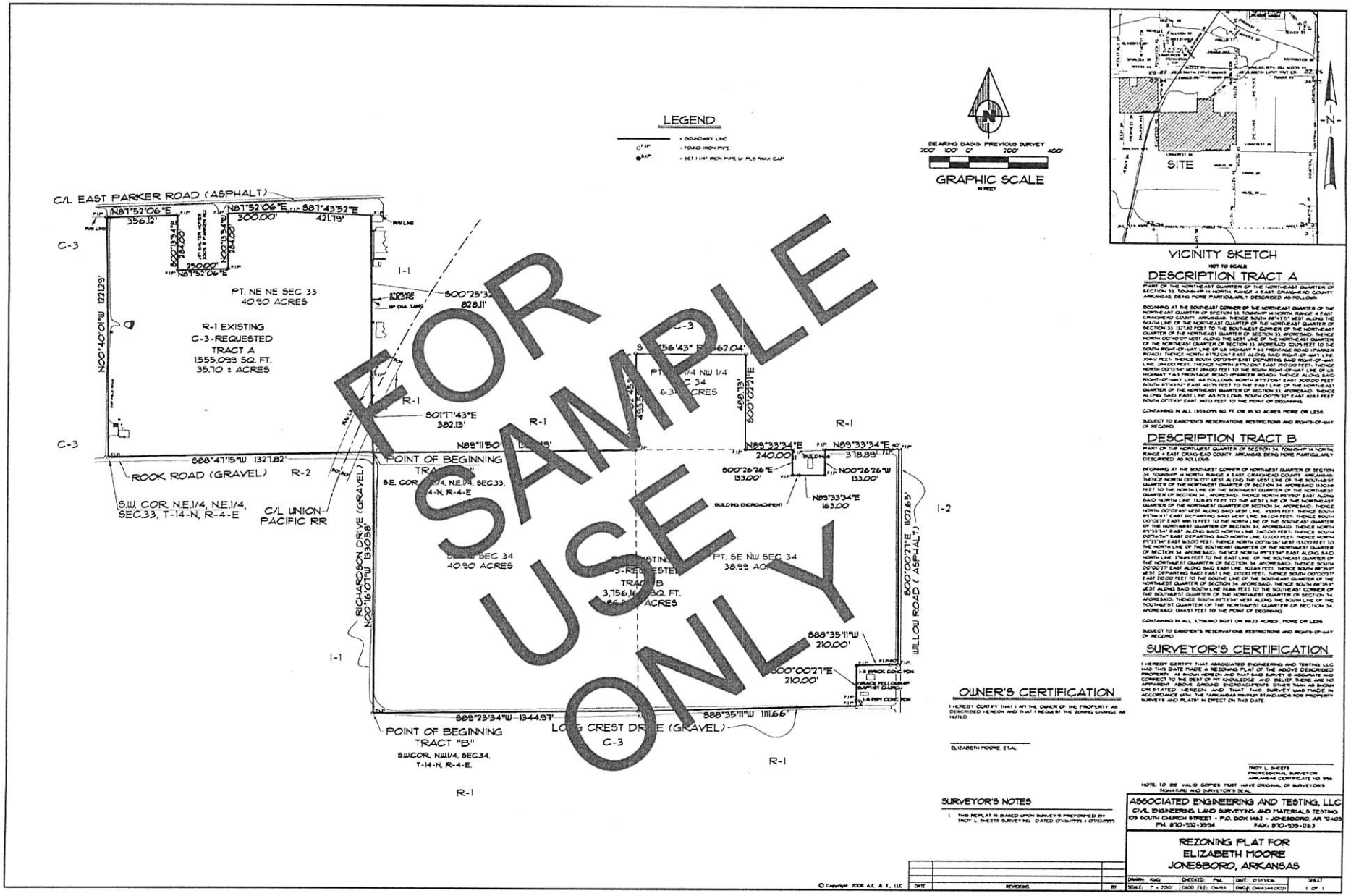
Replacement of Regulatory Sign & Post - *accidents, etc.* $150

Replacement of Street Identifier Sign & Post - *accidents, etc.* $150

New Regulatory Sign & Post for Subdivisions $150

New Street Identifier Sign & Post for Subdivisions $250

Replacement for Damaged Sign Post - *accidents, etc.* $50



VICINITY SKETCH

NOT TO SCALE

DESCRIPTION TRACT A

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 89°41'51" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, 1321.82 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33; THENCE NORTH 00°40'01" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 1321.29 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63 FRONTAGE ROAD (UNMARKED ROAD); THENCE NORTH 81°52'06" EAST ALONG SAID RIGHT-OF-WAY LINE 792.00 FEET; THENCE SOUTH 00°13'54" EAST DEPARTING SAID RIGHT-OF-WAY LINE 264.00 FEET; THENCE NORTH 81°52'06" EAST 300.00 FEET; THENCE NORTH 00°13'54" WEST 264.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63 FRONTAGE ROAD (PARKER ROAD); THENCE ALONG SAID RIGHT-OF-WAY LINE, AS FOLLOWS: NORTH 87°43'52" EAST 300.00 FEET; SOUTH 87°43'52" EAST 421.79 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33; AFORESAID; THENCE ALONG SAID EAST LINE, AS FOLLOWS: SOUTH 00°25'33" EAST 828.11 FEET; SOUTH 01°11'43" EAST 382.13 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1555,099 SQ. FT. OR 35.70 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION TRACT B

PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°16'07" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, AFORESAID 1330.58 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, AFORESAID; THENCE NORTH 89°33'34" EAST ALONG SAID NORTH LINE 1328.45 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, AFORESAID; THENCE NORTH 00°07'41" WEST ALONG SAID WEST LINE 488.73 FEET; THENCE SOUTH 89°56'43" EAST DEPARTING SAID WEST LINE 662.04 FEET; THENCE SOUTH 00°02'17" EAST 488.73 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, AFORESAID; THENCE NORTH 89°33'34" EAST ALONG SAID NORTH LINE 240.00 FEET; THENCE SOUTH 00°26'26" EAST DEPARTING SAID NORTH LINE 133.00 FEET; THENCE NORTH 89°33'34" EAST 163.00 FEET; THENCE NORTH 00°26'26" WEST 133.00 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, AFORESAID; THENCE NORTH 89°33'34" EAST ALONG SAID NORTH LINE 378.89 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, AFORESAID; THENCE SOUTH 00°00'27" EAST ALONG SAID EAST LINE 1107.65 FEET; THENCE SOUTH 89°35'11" WEST DEPARTING SAID EAST LINE 210.00 FEET; THENCE SOUTH 00°00'27" EAST 210.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, AFORESAID; THENCE SOUTH 88°35'11" WEST ALONG SAID SOUTH LINE 1111.66 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, AFORESAID; THENCE SOUTH 89°23'34" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, AFORESAID 1344.97 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 3,156,160 SQFT OR 84.23 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING AND TESTING, LLC HAD THIS DATE MADE A REZONING PLAT OF THE ABOVE DESCRIBED PROPERTY, AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS OTHER THAN AS SHOWN OR STATED HEREON, AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "ARKANSAS MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS AND PLATS" IN EFFECT ON THIS DATE.

TROY L. SHEETS
PROFESSIONAL SURVEYOR
ARKANSAS CERTIFICATE NO. 996

NOTE: TO BE VALID COPIES MUST HAVE ORIGINAL OF SURVEYOR'S SIGNATURE AND SURVEYOR'S SEAL.

OWNER'S CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY AS DESCRIBED HEREON AND THAT I REQUEST THE ZONING CHANGE AS NOTED.

ELIZABETH MOORE ET.AL.

SURVEYOR'S NOTES

1. THIS REPLAT IS BASED UPON SURVEYS PREPARED BY TROY L. SHEETS SURVEYING, DATED 07/16/1999 & 07/12/1999.

© Copyright 2008 A.E. & T., LLC

DATE	REVISIONS	BY

ASSOCIATED ENGINEERING AND TESTING, LLC
CIVIL ENGINEERING, LAND SURVEYING AND MATERIALS TESTING
109 SOUTH CHURCH STREET • P.O. BOX 1463 • JONESBORO, AR 72403
PH: 870-932-3934
FAX: 870-939-0163

REZONING PLAT FOR
ELIZABETH MOORE
JONESBORO, ARKANSAS

DRAWN: KMG	CHECKED: PML	DATE: 07/17/08	SHEET
SCALE: 1" = 200'	CAD FILE: 08-93	DWG: 08-93.dwg	1 OF 1

CITY OF JONESBORO
REZONING PROPERTY OWNER NOTIFICATION

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1st Floor, Jonesboro, Arkansas, on:

TUESDAY, , 20 AT 5:30 PM

One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

REZONING REQUESTED BY: David Tapp
DATE: 5/1/26
SUBJECT PROPERTY ADDRESS: 01-144093-0030
DESCRIPTION OF REZONING REQUESTED:

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning, unless so written by me to the Commission.

Josh King
Printed Name of Property Adjacent Owner

(Signature) Date

2806 Martinbrook Dr. Jonesboro, AR 72401
Address

Phone

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Rezoning Checklist

-Application

-Neighbor notifications sent via certified mail (copy of receipt required)

-Rezoning plat

-Rezoning signs every 150’ of street front property, include photos of sign placement ($200 deposit per sign)

File #: ORD-20:021, **Version:** 1

AN ORDINANCE TO AMEND SECTION 117.35 REGARDING THE REFUND OF REZONING SIGN DEPOSITS

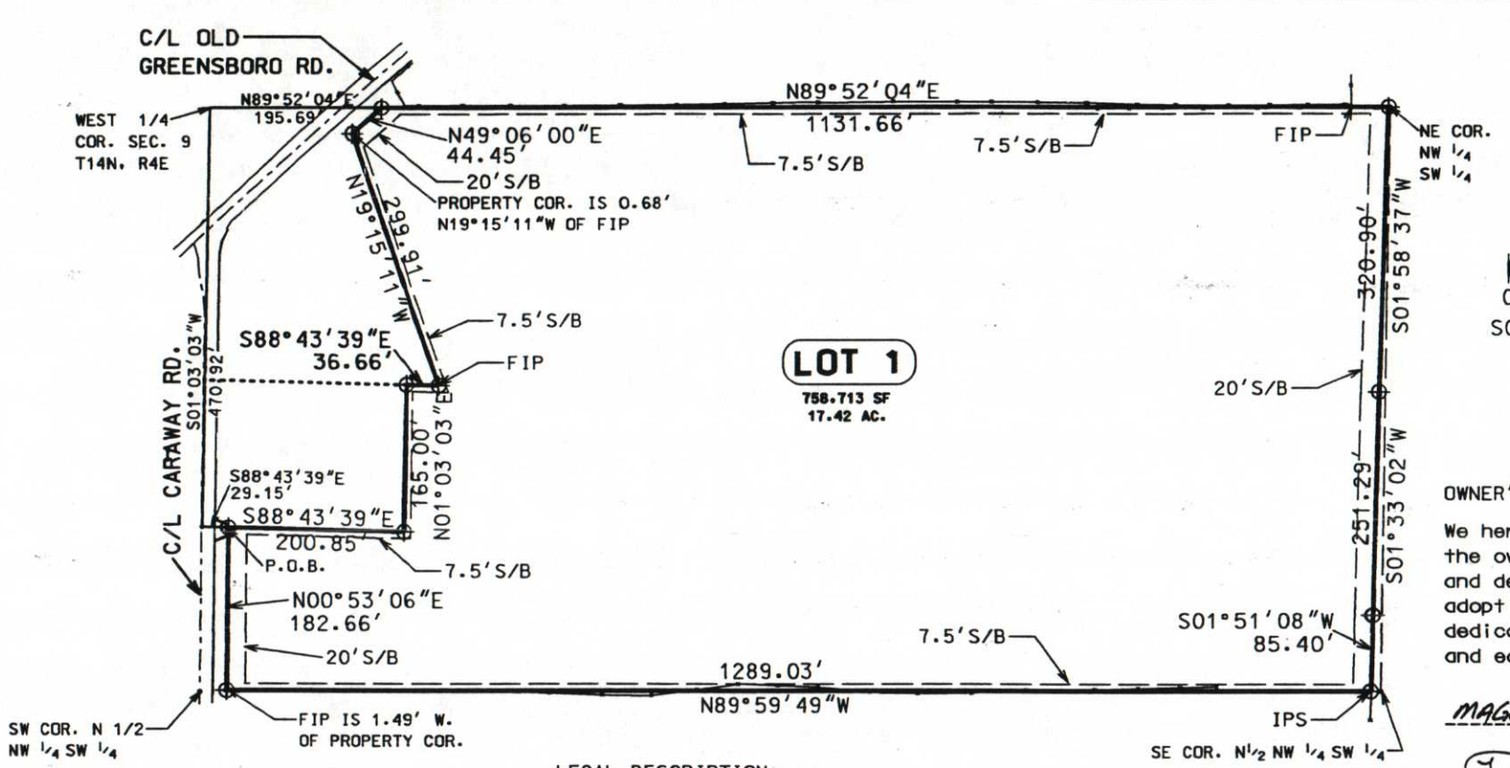
WHEREAS, Section 117.35 of the Code of the City of Jonesboro, Arkansas, as revised by Ordinance 09:087, indicates that the fee for a rezoning sign is $200 per sign, and that a refund is granted if returned no later than 60 days after final Council action; and,

WHEREAS, there is a need to expedite the return of such signs.

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

Section 117.35 be amended to provide that a rezoning sign must be returned to the City Planning Department Office no later than seven days after final Council action in order to receive the refund.

PASSED AND APPROVED THIS 21ST DAY OF JULY 2020.



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: Encroachments, if any, as disclosed by Survey, are shown hereon.

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1273
GEORGE M. HAMMAN

By George M. Hamman SIGNATURE Date 07/22/03
R.L.S. #1273

OWNER'S CERTIFICATION:

We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.

MAGGIE L. LAMBERTH ESTATE

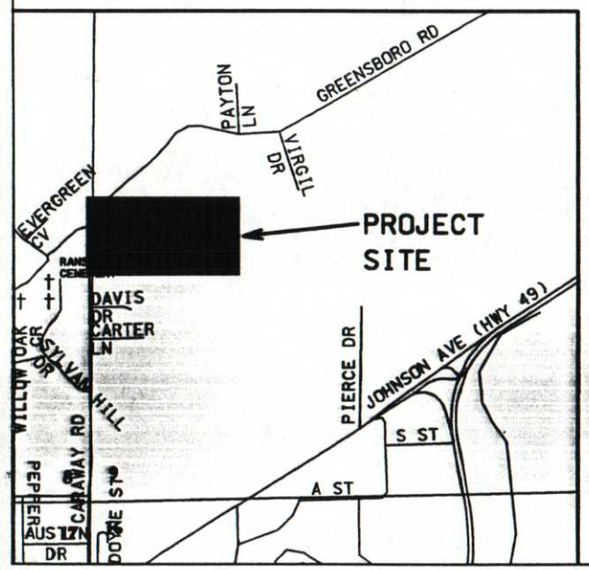
Tina Hedger

Warren Lamberth

LEGAL DESCRIPTION:

A part of the North Half of the Northwest Quarter of the Southwest Quarter (N 1/2, NW 1/4, SW 1/4) of Section 9, Township 14 North, Range 4 East, Craighead Co., Arkansas to wit:
From the Northwest corner of the Southwest Quarter of said Section 9, run S 01°03'03" W along the West line of Section 9, a distance of 470.92 ft. to a point; thence leaving said section line, run S 88°43'39" E, a distance of 29.15 ft. to the POINT OF BEGINNING; thence continue S88°43'39" E, a distance of 200.85 ft. to a point; thence N 01°03'03" E a distance of 165.00 ft. to a point; thence S 88°43'39" E a distance of 36.66 ft. to a point; thence N 19°15'11" W, a distance of 299.91 ft. to the Southerly right of way line of Old Greensboro Road; thence N 49°06'00" E along said Southerly right of way line, a distance of 44.45 ft. to a point on the North line of the NW 1/4, SW 1/4; thence along said North line of the NW 1/4, SW 1/4, N 89°52'04" E, a distance of 1131.66 ft. to a point; thence following a fence line S 01°58'37" W a distance of 320.90 ft. to a point; thence continuing along said fence, S 01°33'02" W, a distance of 251.29 ft. to a point; thence continuing along said fence, S 01°51'08" W, a distance of 85.40 ft. to a point on the South line of the N 1/2, NW 1/4, SW 1/4; thence along said South line, N 89°59'49" W a distance of 1289.03 ft. to a point on the East right of way line of Caraway Road; thence N 00°53'06" E a distance of 182.66 ft. to the POINT OF BEGINNING, containing 17.42 acres.

FLOOD PLAIN: THIS TRACT DOES NOT LIE IN 100 YR. FLOOD PLAIN PER F.I.R.M. OF CRAIGHEAD CO., ARK. & INCORP. AREAS COMMUNITY PANEL NO. 05031C0044 C DATED 09-27-91.



THE RIDGE AT JONESBORO MINOR PLAT

MP03-10

HNE HAMMAN NEWELL ENGINEERING
ENGINEERS - SURVEYORS
2311 E. NETTLETON AVE.
JONESBORO, AR 72401
(870) 932-7880

MINOR PLAT
FOR
ARBY SMITH
JONESBORO, ARKANSAS

JOB NO. 103101 DATE 07-15-03

© 2003, Hamman Newell Engineering RE

ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID HNE COPIES

DRWG

C:\PROJ\103101\103101NEW.DGN Jul. 15, 2003 12:32:29

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Jonesboro, AR 72401

Certified Mail Fee $5.30
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $ $0.00
- Return Receipt (electronic) $ $0.00
- Certified Mail Restricted Delivery $ $0.00
- Adult Signature Required $ $0.00
- Adult Signature Restricted Delivery $ $0.00

Postage $0.78
Total Postage and Fees $6.08

Sent To: Dustin Taylor
Street and Apt. No., or PO Box No.: 912 N Crawley Rd
City, State, ZIP+4®: Jonesboro AR 72401

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

CONWAY DOWNTON 72032 — Postmark Here — MAY 19 2026 — 05/19/2026 — USPS

9589 0710 5270 1839 1788 51

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Jonesboro, AR 72401

Certified Mail Fee $5.30
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $ $0.00
- Return Receipt (electronic) $ $0.00
- Certified Mail Restricted Delivery $ $0.00
- Adult Signature Required $ $0.00
- Adult Signature Restricted Delivery $ $0.00

Postage $0.78
Total Postage and Fees $6.08

Sent To: Susan Bargh
Street and Apt. No., or PO Box No.: 1012 Sylvan Hill Drive
City, State, ZIP+4®: Jonesboro AR 72401

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

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Sent To: Rickey Marshall
Street and Apt. No., or PO Box No.: 1016 Sylvan Hill Drive
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Sent To: Jason Vazquez
Street and Apt. No., or PO Box No.: 2301 Greensboro Rd
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Sent To: Billy Williams
Street and Apt. No., or PO Box No.: 2004 Greensboro Rd
City, State, ZIP+4®: Jonesboro AR 72405

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Sent To: Richard Wilson
Street and Apt. No., or PO Box No.: 2210 Greensboro Rd
City, State, ZIP+4®: Jonesboro AR 72405

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Postage $0.78
Total Postage and Fees $6.08

Sent To: Dan Higgins
Street and Apt. No., or PO Box No.: 1100 Pierce Drive
City, State, ZIP+4®: Jonesboro AR 72405

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Postage $0.78
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Sent To: Andy's Mini Storage
Street and Apt. No., or PO Box No.: 9119 Stadium Blvd Ste K
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- Adult Signature Required $ $0.00
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Postage $0.78
Total Postage and Fees $6.08

Sent To: Vernon Lias
Street and Apt. No., or PO Box No.: 1004 Sylvan Hill Drive
City, State, ZIP+4®: Jonesboro AR 72401

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- Adult Signature Required $ $0.00
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Postage $0.78
Total Postage and Fees $6.08

Sent To: Danny McDaniel
Street and Apt. No., or PO Box No.: 161 Country Rd 788
City, State, ZIP+4®: Jonesboro AR 72405

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Sent To: City Water and Light Plant of Jonesboro
Street and Apt. No., or PO Box No.: PO Box 1289
City, State, ZIP+4®: Jonesboro AR 72403

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Sent To: David Best
Street and Apt. No., or PO Box No.: PO Box 1117
City, State, ZIP+4®: Jonesboro AR 72403

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Sent To: Joe Hart
Street and Apt. No., or PO Box No.: 2615 Greensboro Rd
City, State, ZIP+4®: Jonesboro AR 72405

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- Adult Signature Required $
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Total Postage and Fees $6.08

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Sent To: Herbert Pierce
Street and Apt. No., or PO Box No.: 1012 Pecan Drive
City, State, ZIP+4®: Jonesboro AR 72405

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Manila, AR 72442

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- Adult Signature Restricted Delivery $

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Total Postage and Fees $6.08

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Sent To: Jerri Stutts
Street and Apt. No., or PO Box No.: 3071 W County Rd 530
City, State, ZIP+4®: Manila AR 72442

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Jonesboro, AR 72401

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Sent To: James Wing
Street and Apt. No., or PO Box No.: 916 N Caraway Rd
City, State, ZIP+4®: Jonesboro AR 7240

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RZ-26-08 **Rezoning: 1004 N Caraway Rd**

The Applicant David Tapp is requesting a rezoning of the property at 1004 N Caraway Rd from R-1 Single Family Medium Density to PD

Lonnie Roberts (Chair): Do we have the proponent for this item? Sir, please state your name for the record.

David Tapp (Proponent): David Tapp, I'm with Pediatrics Plus, we're looking to do a PD Development with this lot its 17 acres. Our company Pediatric Plus is starting to do, what is called Farm Houses for kids with autism. This will be our ninth one to do, we started out of our house in Conway, Arkansas. So, we're not like a national chain that comes in and then leaves. What we do is we build about a 12,000 square foot farm house, and I don't know if you guys got any of the pictures that I sent, but I have them with me, can I show them what I sent?

Unable to Transcribe

David Tapp: So, we build like a 12,000 square foot farmhouse and it's for kids Monday thru Friday, with Autism, they have to have a diagnoses with autism. We get a barn where we get 2 donkeys and 2 sheep, a chicken house with about 30 chickens, a greenhouse, and some raised flowerbeds and gardens for the kids to participate in growing vegetables, and they can use the eggs to make cupcakes if it's somebody's birthday. They're here from Monday to Friday, from about 8' o clock to 4:30 to 6:30, during the day, not weekends, not Sundays, not at night. So, it doesn't interfere with any of the neighbors. The reason why we're doing it as a PD is because we need it to be zoned commercial and agricultural, so if we get the commercial piece we can't have the donkeys or sheep, for the kids. Or the chickens, sometimes cities have ordinances on chickens, so I get that. But we have 17 acres in order not to interfere with the neighbors. We do a little bit of low lighting, so we get with the city to discuss what the requirement is, but we try to do some lights for our staff, in the winter time, for when they go out to their cars and it’s a little bit dark, so we try to have one to three pole lights out there, that shut off at 8' o clock at night, so to not illuminate around the neighborhood. We have this as a farmhouse as you can see, so it's designed like a house, so we try to do as little as possible to make it commercial looking. Drainage, curbs, gutters, stuff like that. We try not to do that, but if the city requires us to do it, we'd do it. But we try to think of other ways to do detention ponds and things like that, to keep the water flow and water shed, outside and away from the parking lots and things like that. We're excited to be in Jonesboro, we started in 2002, Jonesboro has been on our list to do a Pediatrics Plus for probably 15 years, and we work with Arkansas State already in recruiting and getting therapists so, we're excited to be in Jonesboro pretty soon.

Lonnie Roberts: Okay, City Planner do you have the staff comments for this one?

Derrel Smith (City Planner): Yes sir, we do. We have reviewed it, it does meet all 6 of the rezoning approval criteria, so we would recommend approval with the following stipulations, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay, and with this being a rezoning, I must open up, is there anyone here to give public input? And if none, then I'll open up for commissioners, questions, comments? Motions?

Jim Little (Commission): Little, I'll make a motion to approve.

Jeff Steiling (Commission): Steiling, second.

A motion was made by Jim Little, seconded by Jeff Steiling, that the matter be approved, and the motion was PASSED with the following vote:

Aye (6): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Mitch Johnson, Stephanie Nelson

Nay (0)

Absent (2): Kevin Bailey, Monroe Pointer

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300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	377.65
Detail:	
01-000-0150-00	
1004 N Caraway Rezoning	377.65
Total	377.65

Payment Information:	
Check	0.00
Credit Car 9017	377.65
Change	0.00

David Tapp
Customer #: 000000

,

Cashier: KMHattenhauer
Station: KMHATTENHAUER

Text File

File Number: COM-26:041

Agenda Date: 8/4/2026 **Version:** 1 **Status:** To Be Introduced

In Control: City Council **File Type:** Other Communications

JUNE 2026 FINANCIAL STATEMENTS

City of Jonesboro
Financial Statements Overview
June 2026

Overview of State Mandated Funds

Benchmark 50.00%

General Fund

Beginning Fund Balance:	*$ 13,550,778*	*$ 13,550,778*

General Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 31,519,075	$ 63,439,709	$ 31,920,634	50.3%
Expense	33,260,597	65,179,119	31,918,523	49.0%
Surplus (Deficit)	$ (1,741,522)	$ (1,739,410)	$ 2,111	
Fund Balance Actual/Projected:	*$ 11,809,256*	*$ 11,811,368*		

Street Fund

Beginning Fund Balance:	*$ 203,404*	*$ 203,404*

Street Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 4,387,748	$ 9,411,370	$ 5,023,622	53.4%
Expense	3,472,832	7,813,244	4,340,412	55.6%
Surplus (Deficit)	$ 914,917	$ 1,598,126	$ 683,209	
Fund Balance Actual/Projected:	*$ 1,118,320*	*$ 1,801,530*		

Overview of Select Budget Variances

Select Data - Year to Date	Actual	Budget	$ Variance	% Variance
Revenue				
Sales Tax (Combined)	$ 24,520,632	$ 24,430,040	$ 90,592	0.4%
** State Turnback (Combined)	3,810,991	3,859,751	(48,760)	-1.3%
Expense				
Overlays	626,492	2,600,269	(1,973,777)	-76%
Fuel Purchases	746,847	715,113	31,734	4%

Overview of Select Prior Year Variances

Select Data - Year to Date	Current Year	Prior Year	$ Change	% Change
Revenue				
Franchise Fee	$ 1,054,091	$ 1,041,437	$ 12,654	1%
A&P Prepared Foods	3,456,916	3,282,496	174,420	5%
A&P Original 3%	487,193	453,146	34,047	8%
A&P Additional 1%	162,398	151,049	11,349	8%
Alcohol Beverage Tax	378,216	344,839	33,377	10%

** State Turnback revenue returns for January were impacted Statewide due to a $16 million motor fuel refund processed by DF&A for a large fuel retailer.

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4	Schedule of Changes in Restricted Fund Balances
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7	Schedule of Interest Earnings & Deposit Collateralization
8-10	Sales Tax Reports
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14	Fuel Purchase Report
15	Franchise Tax Report
16-18	Advertising and Promotion Funds Report
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20	Fixed Asset Report
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22	Non-Uniform Pension Report - Defined Benefit
23	Schedule of ARPA Revenue Replacement Fund
24	Schedule of Capital Improvement Projects
25	Schedule of Capital Improvement Revenue Bond
26	Schedule of Depreciation Fund
27	New Business Report

City of Jonesboro, Arkansas
Schedule of Changes in FB and Required Reserve
June 2026

Changes in Fund Balance- Cash Basis

State Mandated Funds

Description	Beginning Fund Balances	*Activity Reflecting Changes in Fund Balance* Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
General	$ 13,550,778	$ 31,519,075	$ 33,260,597	$ (1,741,522)	$ 11,809,256
Street	203,404	4,387,748	3,472,832	914,917	1,118,320
Total	**$ 13,754,182**	**$ 35,906,823**	**$ 36,733,428**	**$ (826,605)**	**$ 12,927,577**

Other Funds

Description	Beginning Fund Balances	*Activity Reflecting Changes in Fund Balance* Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
Restricted	$ 6,316,639	$ 1,278,955	$ 1,548,452	$ (269,496)	$ 6,047,143
E-911	(109,684)	707,552	1,340,261	(632,709)	(742,393)
Federal Grants	846,885	223,874	373,635	(149,761)	697,125
Non-Federal Grants	8,193	34,757	29,757	5,000	13,193
Community Development Block Grant (CDBG)	5,404	560,019	500,676	59,343	64,746
Metropolitan Planning Organization (MPO)	45,032	168,519	81,407	87,112	132,144
GOJO (Previously known as JETS)	(734,876)	2,145,000	2,033,642	111,358	(623,519)
Depreciation Fund	6,100,900	655,480	4,802,187	(4,146,707)	1,954,193
Capital Improvement Fund	8,301,383	1,119,849	2,930,773	(1,810,924)	6,490,459
Advertising & Promotion 3%	318,065	497,375	480,624	16,751	334,816
Advertising & Promotion 1%	92,456	164,528	-	164,528	256,985
Advertising & Promotion Prepared Foods	7,448,389	3,551,027	3,193,682	357,345	7,805,734
Total	**$ 28,638,786**	**$ 11,106,935**	**$ 17,315,096**	**$ (6,208,161)**	**$ 22,430,625**

All Funds Totals	**$ 42,392,968**	**$ 47,013,758**	**$ 54,048,525**	**$ (7,034,766)**	**$ 35,358,202**

Reserve Analysis

Description	Fund Balance	Less: Required Reserve	Available Reserves
General Fund	$ 11,809,256		11,809,256
Street Fund	1,118,320		1,118,320
Depreciation Fund	1,954,193		1,954,193
Capital Improvement Fund	6,490,459		6,490,459
Combined Fund Balances	$ 21,372,229	$ (9,776,868)	$ 11,595,361

*The Required Reserve is established as 15% of General Fund Current Budget Expenditures.

City of Jonesboro, Arkansas
Schedule of Changes in Restricted Fund Balances
June 2026

Changes in Fund Balance- Cash Basis

Restricted Funds

Description	Beginning Fund Balances	*Activity Reflecting Changes in Fund Balance* Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
ARPA Revenue Replacement-Building Demo	$ (47,344)	$ 110,000	$ 19,788	$ 90,212	$ 42,868
ARPA Revenue Replcmnt-Mosquito Abatement	139,604	-	-	-	139,604
ARPA Revenue Replacement-RAC Aquatic	3,200,000	-	-	-	3,200,000
ARPA Revenue Replacement-Humanitarian	169,997	-	123,382	(123,382)	46,615
ARPA Revenue Replacement-Comp Growth Plan	733,805	-	291,389	(291,389)	442,416
ARPA Revenue Replacement-Building Code Study	93,970	-	93,755	(93,755)	215
ARPA Revenue Replcmnt-Tornado Siren Upgrade	261,261	-	15,612	(15,612)	245,649
ARPA Revenue Replacement-Remaining Approp	321,460	-	-	-	321,460
Insurance Proceeds	192,416	-	-	-	192,416
Perpetual Cemetery	582,716	21,469	13,983	7,486	590,203
Fire Act 833	67,140	115,117	82,633	32,484	99,625
Employee Benefit	83,467	8	-	8	83,475
DARE	70,297	24,949	7,055	17,894	88,192
In Lieu of Sidewalk	210,407	68,548	168,922	(100,374)	110,033
Dog Park Donations	27,608	-	-	-	27,608
K-9 Acquisition	8,980	-	-	-	8,980
Police Suspense	14,635	-	-	-	14,635
Animal Control Donations	25,327	765	87	678	26,005
Exchange for Services A&P	24,000	20,000	-	20,000	44,000
Abatement	5,626	-	-	-	5,626
Museum - E Boone Watson	300	-	-	-	300
Winter Wonderland	4,464	-	-	-	4,464
Public Safety Surveillance Equip	8,000	5,000	-	5,000	13,000
Police Hiring/Training	2,874	-	-	-	2,874
Skate Board Park	992	-	-	-	992
Jonesboro Shooting Complex	47	-	-	-	47
Fairview Park- Brazos	2,000	-	-	-	2,000
Library Millage	-	868,076	664,104	203,971	203,971
MYAC	337	346	550	(203)	133
State Asset Forfeiture	72,571	32,306	13,775	18,532	91,103
Federal Asset Forfeiture	39,840	-	21,190	(21,190)	18,650
Keep Jonesboro Beautiful	(156)	-	24,464	(24,464)	(24,621)
Downtown Jonesboro Imp. District	0	12,371	7,763	4,607	4,608
Total	**$ 6,316,640**	**$ 1,278,955**	**$ 1,548,452**	**$ (269,496)**	**$ 6,047,143**

City of Jonesboro
Schedule of Revenue vs. Expense
June 2026

State Mandated Funds

Operation and Maintenance (O&M)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 31,425,894	$ 63,260,747	$ 31,834,853
	Expense	33,260,597	65,179,119	31,918,523
Street	*Revenue*	4,384,102	9,411,370	5,027,268
	Expense	3,472,832	6,741,994	3,269,162
Total	***Revenue***	**$ 35,809,996**	**$ 72,672,117**	**$ 36,862,121**
	Expense	**36,733,428**	**71,921,113**	**35,187,685**
	Surplus/(Deficit)	**$ (923,432)**	**$ 751,004**	**$ 1,674,436**

Capital Improvement (C.I.)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 93,181	$ 178,962	$ 85,781
	Expense	-	-	-
Street	*Revenue*	3,646	-	(3,646)
(Includes STIP)	*Expense*	-	1,071,250	1,071,250
Total	***Revenue***	**$ 96,827**	**$ 178,962**	**$ 82,135**
	Expense	**-**	**1,071,250**	**1,071,250**
	Surplus/(Deficit)	**$ 96,827**	**$ (892,288)**	**$ (989,115)**
Total O&M and C.I.	***Revenue***	**$ 35,906,823**	**$ 72,851,079**	**$ 36,944,256**
	Expense	**36,733,428**	**72,992,363**	**36,258,935**
	Surplus/(Deficit)	**$ (826,605)**	**$ (141,284)**	**$ 685,321**

Other Funds

Other Funds		YTD Actual	Total Bud/Avail	$ Remaining
Restricted	*Revenue*	$ 1,278,955	$ 2,505,750	1,226,795
	Expense	1,548,452	2,846,014	1,297,562
E-911	*Revenue*	707,552	1,676,457	968,905
	Expense	1,340,261	2,411,580	1,071,319
Federal Grants	*Revenue*	223,874	4,218,381	3,994,507
	Expense	373,635	4,218,381	3,844,746
Non-Federal Grants	*Revenue*	34,757	101,056	66,299
	Expense	29,757	101,056	71,299
CDBG	*Revenue*	560,019	696,320	136,301
	Expense	500,676	696,320	195,644
MPO	*Revenue*	168,519	199,847	31,328
	Expense	81,407	199,847	118,440
JETS	*Revenue*	2,145,000	4,089,825	1,944,825
	Expense	2,033,642	4,089,825	2,056,183
Depreciation Fund	*Revenue*	655,480	-	(655,480)
	Expense	4,802,187	4,376,186	(426,001)
Capital Improvement Fund	*Revenue*	1,119,849	-	(1,119,849)
	Expense	2,930,773	30,679,429	27,748,656
A&P 3%	*Revenue*	497,375	933,700	436,325
	Expense	480,624	970,264	489,640
A&P 1%	*Revenue*	164,528	311,063	146,535
	Expense	-	-	-
A&P PF%	*Revenue*	3,551,027	6,682,000	3,130,973
	Expense	3,193,682	7,253,050	4,059,368
Total	***Revenue***	**$ 11,106,935**	**$ 21,414,399**	**$ 10,307,464**
	Expense	**17,315,096**	**57,841,952**	**40,526,856**
	Surplus/(Deficit)	**$ (6,208,161)**	**$ (36,427,553)**	**$ (30,219,392)**

All Funds (Combined)		YTD Actual	Total Bud/Avail	$ Remaining
Grand Total	***Revenue***	**$ 47,013,758**	**$ 94,265,478**	**$ 47,251,720**
	Expense	**54,048,525**	**130,834,315**	**76,785,791**
	Surplus/(Deficit)	**$ (7,034,766)**	**$ (36,568,837)**	**$ (29,534,071)**

City of Jonesboro
Schedule of O&M Departmental Overview
June 2026

O&M Departmental Overview

General Fund

Department		YTD Actual	Total Budget	$ Remaining
Overview of Public Safety				
Law & Enforcement	*Revenue*	$ 1,500,502	$ 2,958,855	$ 1,458,353
	Expense	13,079,478	23,001,640	9,922,162
Fire Protection	*Revenue*	513,533	1,626,529	1,112,996
	Expense	8,262,304	15,527,898	7,265,594
Total Public Safety	***Revenue***	**$ 2,014,035**	**$ 4,585,384**	**$ 2,571,349**
	Expense	**21,341,782**	**38,529,538**	**17,187,756**
	Surplus/(Deficit)	**$ (19,327,747)**	**$ (33,944,154)**	**$ (14,616,407)**
Overview of Non-Public Safety Departments				
Parks	*Revenue*	$ 719,868	$ 1,568,690	$ 848,822
	Expense	$ 2,960,554	$ 6,055,055	3,094,501
Sanitation	*Revenue*	66,747	136,689	69,942
	Expense	3,472,407	6,556,005	3,083,598
Elected Officials	*Revenue*	615	-	(615)
	Expense	866,549	1,742,448	875,899
General Admin.	*Revenue*	26,889,075	53,897,379	27,008,304
	Expense	699,903	1,236,658	536,755
Other-Admin.	*Revenue*	1,735,555	3,072,605	1,337,050
	Expense	3,919,402	11,059,415	7,140,013
Capital Improvement	*Revenue*	93,181	178,962	85,781
	Expense	-	-	-
Total Non-Public Safety	***Revenue***	**$ 29,505,040**	**$ 58,854,325**	**$ 29,349,285**
	Expense	**11,918,815**	**26,649,581**	**14,730,766**
	Surplus/(Deficit)	**$ 17,586,225**	**$ 32,204,744**	**$ 14,618,519**
Total General Fund	***Revenue***	**$ 31,519,075**	**$ 63,439,709**	**$ 31,920,634**
	Expense	**33,260,597**	**65,179,119**	**31,918,523**
	Surplus/(Deficit)	**$ (1,741,522)**	**$ (1,739,410)**	**$ 2,111**

Street Fund

Department		YTD Actual	Total Budget	$ Remaining
Street	*Revenue*	$ 19,393	$ 31,522	$ 12,129
	Expense	2,673,852	5,092,104	2,418,252
Engineering	*Revenue*	52,708	132,659	79,952
	Expense	784,285	1,649,890	865,605
Street Admin.	*Revenue*	4,312,002	9,247,189	4,935,187
	Expense	14,695	-	(14,695)
Capital Improvement	*Revenue*	3,646	-	(3,646)
	Expense	-	1,071,250	1,071,250
Total Street Fund	***Revenue***	**$ 4,387,748**	**$ 9,411,370**	**$ 5,023,622**
	Expense	**3,472,832**	**7,813,244**	**4,340,412**
	Surplus/(Deficit)	**$ 914,917**	**$ 1,598,126**	**$ 683,209**
O&M Grand Total	***Revenue***	**$ 35,906,823**	**$ 72,851,079**	**$ 36,944,256**
	Expense	**36,733,428**	**72,992,363**	**36,258,935**
	Surplus/(Deficit)	**$ (826,605)**	**$ (141,284)**	**$ 685,321**

City of Jonesboro, Arkansas
Schedule of Interest Earnings & Deposit Collateralization
June 2026 Interest

Interest Earnings

Fund	Bank Account	Balance	Interest Earned	Rate of Interest
1	General Fund	$ 9,497,308.80	$ 16,707.86	2.60%
1	Jonesboro Softball	7,440.93	20.94	2.60%
9	Federal Grants Fund	694,640.75	1,639.81	2.60%
17	Restricted Funds	6,059,813.10	12,670.19	2.60%
23	Non-Federal Grants	13,220.84	28.25	2.60%
60	Depreciation Fund	3,743,041.67	4,177.00	2.60%
61	Capital Improvement Fund	1,958,370.14	8,352.91	2.60%
91	Payroll Clearing	810,331.52	$2,540.25	2.60%
91	Credit Card	7,346.20	73.13	2.60%
91	Operating	201,379.47	1,576.23	2.60%
	Total	**$ 22,992,893.42**	**$ 47,786.57**	
2	Street Fund	$ 489,935.94	$ 2,123.80	2.60%
6	E-911	342,474.99	361.31	2.60%
10	C.D.B.G.	61,084.98	-	0.00%
11	M.P.O.	126,296.57	224.89	2.60%
13	J.E.T.S.	164,810.74	456.52	2.60%
19	Non Uniform Pension Payee	3,616.11	7.71	2.60%
80	A&P 3% Hotel & Motel	337,981.18	655.21	2.60%
81	A&P 1% Hotel & Motel	256,984.55	505.79	2.60%
82	A&P Prepared Foods	7,805,734.15	15,993.81	2.60%
	Total Other	**$ 9,588,919.21**	**$ 20,329.04**	
	Grand Total	**$ 32,581,812.63**	**$ 68,115.61**	

Total year to date interest

	Actual
$	360,568.57
	Budget
$	468,814.00

Deposit Collateralization

Pledge Report - Centennial Bank

Irrevocable Letters of Credit	$	32,000,000.00	Expires 6/30/2026
Other Pledged Securites (Mkt Val)		16,328,707.36	
FDIC Insurance		250,000.00	
Total Collateralized Balances	**$**	**48,578,707.36**	

City of Jonesboro, Arkansas
Combined Sales and Use Tax Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 3,975,166.50	$ 3,861,933.26	$ 4,208,902.39	$ 3,856,515.15
February	$ 4,777,475.11	4,598,606.00	4,518,839.80	4,718,018.56
March	$ 3,718,432.22	3,560,828.42	3,504,892.28	3,656,482.75
April	$ 3,933,967.19	3,575,077.60	3,698,017.89	3,735,516.86
May	$ 4,162,825.02	4,187,207.17	4,121,511.60	3,923,692.55
June	$ 3,952,766.31	3,905,014.51	3,805,323.22	4,042,928.05
July	$ -	4,033,540.82	3,815,705.17	3,895,788.19
August	$ -	3,986,103.86	3,868,202.11	3,855,671.39
September	$ -	3,957,404.80	3,906,921.12	3,857,410.13
October	$ -	4,175,480.49	4,073,345.55	4,025,134.40
November	$ -	4,022,619.01	3,824,201.10	3,967,655.21
December	$ -	3,889,406.27	3,928,379.77	3,857,914.63
Totals	**$ 24,520,632.35**	**$ 47,753,222.21**	**$ 47,274,242.00**	**$ 47,392,727.87**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 3,975,166.50	$ 3,861,933.26	$ 113,233.24	2.9%
February	$ 4,777,475.11	4,598,606.00	178,869.11	3.9%
March	$ 3,718,432.22	3,560,828.42	157,603.80	4.4%
April	$ 3,933,967.19	3,575,077.60	358,889.59	10.0%
May	$ 4,162,825.02	4,187,207.17	(24,382.15)	-0.6%
June	$ 3,952,766.31	3,905,014.51	47,751.80	1.2%
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 24,520,632.35**	**$ 23,688,666.96**	**$ 831,965.39**	**3.5%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 3,975,166.50	$ 4,023,403.80	$ (48,237.30)	-1.2%
February	$ 4,777,475.11	4,706,473.14	71,001.97	1.5%
March	$ 3,718,432.22	3,649,881.31	68,550.91	1.9%
April	$ 3,933,967.19	3,650,151.39	283,815.80	7.8%
May	$ 4,162,825.02	4,301,186.71	(138,361.69)	-3.2%
June	$ 3,952,766.31	4,098,943.94	(146,177.63)	-3.6%
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 24,520,632.35**	**$ 24,430,040.28**	**$ 90,592.07**	**0.4%**

*The 2026 Combined budget for Sales Tax is $49,167,000

City of Jonesboro, Arkansas
City Sales and Use Tax Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 2,174,971.62	$ 2,138,513.99	$ 2,317,133.96	$ 2,133,729.01
February	$ 2,646,137.42	2,579,890.66	2,517,307.78	2,635,793.76
March	$ 2,050,732.00	1,975,212.10	1,939,232.49	2,026,463.78
April	$ 2,199,105.78	1,970,146.09	2,041,119.32	2,076,004.55
May	$ 2,289,585.20	2,309,651.24	2,288,399.58	2,170,092.57
June	$ 2,180,648.66	2,140,685.87	2,111,214.22	2,254,614.98
July		2,230,857.77	2,118,369.81	2,160,108.13
August		2,187,096.09	2,135,107.75	2,131,256.75
September		2,159,211.65	2,160,292.56	2,130,151.48
October		2,299,221.76	2,247,031.59	2,228,139.32
November		2,196,613.79	2,121,273.99	2,184,989.01
December		2,113,897.36	2,166,282.11	2,130,203.21
Totals	**$ 13,541,180.68**	**$ 26,300,998.37**	**$ 26,162,765.16**	**$ 26,261,546.55**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 2,174,971.62	$ 2,138,513.99	$ 36,457.63	1.7%
February	$ 2,646,137.42	2,579,890.66	66,246.76	2.6%
March	$ 2,050,732.00	1,975,212.10	75,519.90	3.8%
April	$ 2,199,105.78	1,970,146.09	228,959.69	11.6%
May	$ 2,289,585.20	2,309,651.24	(20,066.04)	-0.9%
June	$ 2,180,648.66	2,140,685.87	39,962.79	1.9%
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 13,541,180.68**	**$ 13,114,099.95**	**$ 427,080.73**	**3.3%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 2,174,971.62	$ 2,229,219.06	$ (54,247.44)	-2.4%
February	$ 2,646,137.42	2,633,358.43	12,778.99	0.5%
March	$ 2,050,732.00	2,028,331.55	22,400.45	1.1%
April	$ 2,199,105.78	2,034,726.98	164,378.80	8.1%
May	$ 2,289,585.20	2,386,914.47	(97,329.27)	-4.1%
June	$ 2,180,648.66	2,288,418.73	(107,770.07)	-4.7%
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 13,541,180.68**	**$ 13,600,969.21**	**$ (59,788.53)**	**-0.4%**

*The 2026 Budget for City Sales Tax is $27,278,218

City of Jonesboro, Arkansas
County Sales and Use Tax Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 1,800,194.88	$ 1,723,419.27	$ 1,891,768.43	$ 1,722,786.14
February	$ 2,131,337.69	2,018,715.34	2,001,532.02	2,082,224.80
March	$ 1,667,700.22	1,585,616.32	1,565,659.79	1,630,018.97
April	$ 1,734,861.41	1,604,931.51	1,656,898.57	1,659,512.31
May	$ 1,873,239.82	1,877,555.93	1,833,112.02	1,753,599.98
June	$ 1,772,117.65	1,764,328.64	1,694,109.00	1,788,313.07
July		1,802,683.05	1,697,335.36	1,735,680.06
August		1,799,007.77	1,733,094.36	1,724,414.64
September		1,798,193.15	1,746,628.56	1,727,258.65
October		1,876,258.73	1,826,313.96	1,796,995.08
November		1,826,005.22	1,702,927.11	1,782,666.20
December		1,775,508.91	1,762,097.66	1,727,711.42
Totals	**$ 10,979,451.67**	**$ 21,452,223.84**	**$ 21,111,476.84**	**$ 21,131,181.32**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 1,800,194.88	$ 1,723,419.27	$ 76,775.61	4.5%
February	$ 2,131,337.69	2,018,715.34	112,622.35	5.6%
March	$ 1,667,700.22	1,585,616.32	82,083.90	5.2%
April	$ 1,734,861.41	1,604,931.51	129,929.90	8.1%
May	$ 1,873,239.82	1,877,555.93	(4,316.11)	-0.2%
June	$ 1,772,117.65	1,764,328.64	7,789.01	0.4%
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 10,979,451.67**	**$ 10,574,567.01**	**$ 404,884.66**	**3.8%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 1,800,194.88	$ 1,794,184.73	$ 6,010.15	0.3%
February	$ 2,131,337.69	2,073,114.71	58,222.98	2.8%
March	$ 1,667,700.22	1,621,549.76	46,150.46	2.8%
April	$ 1,734,861.41	1,615,424.41	119,437.00	7.4%
May	$ 1,873,239.82	1,914,272.24	(41,032.42)	-2.1%
June	$ 1,772,117.65	1,810,525.21	(38,407.56)	-2.1%
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 10,979,451.67**	**$ 10,829,071.07**	**$ 150,380.60**	**1.4%**

*The 2026 Budget for County Sales Tax is $21,888,782

City of Jonesboro, Arkansas
Combined State Turnback Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 611,937.65	$ 733,915.54	$ 703,774.94	$ 722,130.46
February	$ 656,195.99	$ 641,522.03	664,698.70	659,466.69
March	$ 542,122.74	$ 553,014.23	575,268.79	546,400.33
April	$ 658,717.77	$ 630,471.98	614,740.56	644,691.01
May	$ 681,786.24	$ 641,728.18	656,433.52	607,380.40
June	$ 660,230.15	$ 665,367.15	644,692.04	646,793.33
July	$ -	$ 789,494.17	775,499.47	851,313.69
August	$ -	$ 623,971.66	616,409.61	609,925.44
September	$ -	$ 669,444.21	644,063.82	660,774.12
October	$ -	$ 627,990.83	539,555.24	645,402.15
November	$ -	$ 618,914.99	604,855.02	605,648.19
December	$ -	$ 611,328.91	589,908.19	623,165.05
Totals	**$ 3,810,990.54**	**$ 7,807,163.88**	**$ 7,629,899.90**	**$ 7,823,090.86**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 611,937.65	$ 733,915.54	$ (121,977.89)	-16.6%
February	$ 656,195.99	641,522.03	$ 14,673.96	2.3%
March	$ 542,122.74	553,014.23	$ (10,891.49)	-2.0%
April	$ 658,717.77	630,471.98	$ 28,245.79	4.5%
May	$ 681,786.24	641,728.18	$ 40,058.06	6.2%
June	$ 660,230.15	665,367.15	$ (5,137.00)	-0.8%
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 3,810,990.54**	**$ 3,866,019.11**	**$ (55,028.57)**	**-1.4%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 611,937.65	$ 720,800.44	$ (108,862.79)	-15.1%
February	$ 656,195.99	649,500.32	$ 6,695.67	1.0%
March	$ 542,122.74	555,896.01	$ (13,773.27)	-2.5%
April	$ 658,717.77	625,789.29	$ 32,928.48	5.3%
May	$ 681,786.24	650,894.88	$ 30,891.36	4.7%
June	$ 660,230.15	656,869.88	$ 3,360.27	0.5%
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 3,810,990.54**	**$ 3,859,750.81**	**$ (48,760.27)**	**-1.3%**

*The 2026 Combined Turnback Budget is $7,925,652

City of Jonesboro, Arkansas
General Turnback Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 158,665.85	$ 158,841.75	$ 158,866.78	$ 154,090.08
February	$ 80,401.79	$ 80,488.75	80,517.41	75,733.77
March	$ 80,401.79	$ 80,488.75	80,517.41	75,733.77
April	$ 80,403.30	$ 80,473.83	80,517.41	75,733.77
May	$ 80,403.30	$ 80,436.11	80,517.41	75,733.77
June	$ 80,403.30	$ 80,321.73	80,515.22	71,867.19
July	$ -	$ 220,055.14	220,046.27	272,670.16
August	$ -	$ 64,637.82	64,992.77	71,016.33
September	$ -	$ 80,436.15	80,511.59	80,527.52
October	$ -	$ 80,436.15	80,511.59	80,527.44
November	$ -	$ 80,436.15	80,511.59	80,527.44
December	$ -	$ 80,436.15	80,511.59	80,527.44
Totals	**$ 560,679.33**	**$ 1,167,488.48**	**$ 1,168,537.04**	**$ 1,194,688.68**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 158,665.85	$ 158,841.75	$ (175.90)	-0.1%
February	$ 80,401.79	80,488.75	$ (86.96)	-0.1%
March	$ 80,401.79	80,488.75	$ (86.96)	-0.1%
April	$ 80,403.30	80,473.83	$ (70.53)	-0.1%
May	$ 80,403.30	80,436.11	$ (32.81)	0.0%
June	$ 80,403.30	80,321.73	$ 81.57	0.1%
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 560,679.33**	**$ 561,050.92**	**$ (371.59)**	**-0.1%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 158,665.85	$ 155,281.05	$ 3,384.80	2.2%
February	80,401.79	76,416.00	$ 3,985.79	5.2%
March	80,401.79	76,412.64	$ 3,989.15	5.2%
April	80,403.30	76,391.13	$ 4,012.17	5.3%
May	80,403.30	76,387.16	$ 4,016.14	5.3%
June	80,403.30	86,259.99	$ (5,856.69)	-6.8%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 560,679.33**	**$ 547,147.98**	**$ 13,531.35**	**2.5%**

*The 2026 General Turnback Budget is $1,195,652

*January includes Property Tax Relief Distributions. July includes lending from the Budget Stabilization Trust Fund

City of Jonesboro, Arkansas
Street Turnback Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 453,271.80	$ 575,073.79	$ 544,908.16	$ 568,040.38
February	$ 575,794.20	$ 561,033.28	584,181.29	583,732.92
March	$ 461,720.95	$ 472,525.48	494,751.38	470,666.56
April	$ 578,314.47	$ 549,998.15	534,223.15	568,957.24
May	$ 601,382.94	$ 561,292.07	575,916.11	531,646.63
June	$ 579,826.85	$ 585,045.42	564,176.82	574,926.14
July	$ -	$ 569,439.03	555,453.20	578,643.53
August	$ -	$ 559,333.84	551,416.84	538,909.11
September	$ -	$ 589,008.06	563,552.23	580,246.60
October	$ -	$ 547,554.68	459,043.65	564,874.71
November	$ -	$ 538,478.84	524,343.43	525,120.75
December	$ -	$ 530,892.76	509,396.60	542,637.61
Totals	**$ 3,250,311.21**	**$ 6,639,675.40**	**$ 6,461,362.86**	**$ 6,628,402.18**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 453,271.80	$ 575,073.79	$ (121,801.99)	-21.2%
February	575,794.20	561,033.28	$ 14,760.92	2.6%
March	461,720.95	472,525.48	$ (10,804.53)	-2.3%
April	578,314.47	549,998.15	$ 28,316.32	5.1%
May	601,382.94	561,292.07	$ 40,090.87	7.1%
June	579,826.85	585,045.42	$ (5,218.57)	-0.9%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 3,250,311.21**	**$ 3,304,968.19**	**$ (54,656.98)**	**-1.7%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 453,271.80	$ 565,519.40	$ (112,247.60)	-19.8%
February	575,794.20	573,084.32	2,709.88	0.5%
March	461,720.95	479,483.36	(17,762.41)	-3.7%
April	578,314.47	549,398.16	28,916.31	5.3%
May	601,382.94	574,507.71	26,875.23	4.7%
June	579,826.85	570,609.89	9,216.96	1.6%
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 3,250,311.21**	**$ 3,312,602.83**	**$ (62,291.62)**	**-1.9%**

*The 2026 Budget for Street Turnback is $6,730,000

*Jan 2026 distributions across the State were impacted by a State Motor Fuel Tax Refund in the amount of $16M.

City of Jonesboro, Arkansas
Fuel Purchases Report (Cash Basis)
2026

Comparison of Fuel Purchases vs. Prior Year

MONTH	Current Year Fuel	Previous Year Fuel	$ Variance	% Variance
January	$ 75,710.93	$ 75,785.89	$ (74.96)	-0.1%
February	88,435.03	84,985.42	3,449.61	4.1%
March	88,821.09	138,188.00	(49,366.91)	-35.7%
April	118,925.27	105,094.37	13,830.90	13.2%
May	220,200.35	81,699.44	138,500.91	169.5%
June	154,754.23	113,784.14	40,970.09	36.0%
July	N/A	117,159.22	N/A	N/A
August	N/A	131,022.84	N/A	N/A
September	N/A	121,577.12	N/A	N/A
October	N/A	123,770.10	N/A	N/A
November	N/A	110,020.96	N/A	N/A
December	N/A	149,808.14	N/A	N/A
YTD Total	**$ 746,846.90**	**$ 1,352,895.64**	**$ 147,309.64**	**24.6%**

Comparison of Fuel Purchases in Gallons

MONTH	Current Year Gallons	Prior Year Gallons	Variance	% Variance
January	33,879	31,817	2,062	6.5%
February	40,422	33,732	6,689	19.8%
March	37,979	53,438	(15,459)	-28.9%
April	35,734	41,993	(6,259)	-14.9%
May	58,822	34,022	24,800	72.9%
June	40,399	47,823	(7,424)	-15.5%
July	N/A	47,606	N/A	N/A
August	N/A	53,896	N/A	N/A
September	N/A	48,374	N/A	N/A
October	N/A	48,415	N/A	N/A
November	N/A	46,564	N/A	N/A
December	N/A	63,753	N/A	N/A
YTD Total	**247,236**	**551,434**	**4,410**	**1.8%**

Comparison of Average Price per Gallon of Fuel Purchased

	Gasoline		Diesel	
MONTH	Current Year	Prior Year	Current Year	Prior Year
January	$ 2.25	$ 2.36	$ 2.16	$ 2.43
February	2.18	2.52	2.16	2.52
March	2.29	2.64	2.38	2.50
April	3.04	2.50	4.36	2.51
May	3.62	2.38	3.94	2.49
June	3.85	2.47	3.79	2.28
July	N/A	2.49	N/A	2.36
August	N/A	2.74	N/A	2.02
September	N/A	2.53	N/A	2.48
October	N/A	2.57	N/A	2.53
November	N/A	2.38	N/A	2.26
December	N/A	2.40	N/A	2.30
YTD Average	**$ 2.87**	**$ 2.50**	**$ 3.13**	**$ 2.39**

Comparison of Fuel Purchases vs. Budget

MONTH	Actual	Budget	$ Variance	% Variance
January	$ 75,710.93	$ 119,185.42	$ (43,474.49)	-36.5%
February	88,435.03	119,185.42	(30,750.39)	-25.8%
March	88,821.09	119,185.42	(30,364.33)	-25.5%
April	118,925.27	119,185.42	(260.15)	-0.2%
May	220,200.35	119,185.42	101,014.93	84.8%
June	154,754.23	119,185.42	35,568.81	29.8%
July	N/A	119,185.42	N/A	N/A
August	N/A	119,185.42	N/A	N/A
September	N/A	119,185.42	N/A	N/A
October	N/A	119,185.42	N/A	N/A
November	N/A	119,185.42	N/A	N/A
December	N/A	119,185.42	N/A	N/A
YTD Total	**$ 746,846.90**	**$ 1,430,225.00**	**$ 31,734.40**	**4.4%**

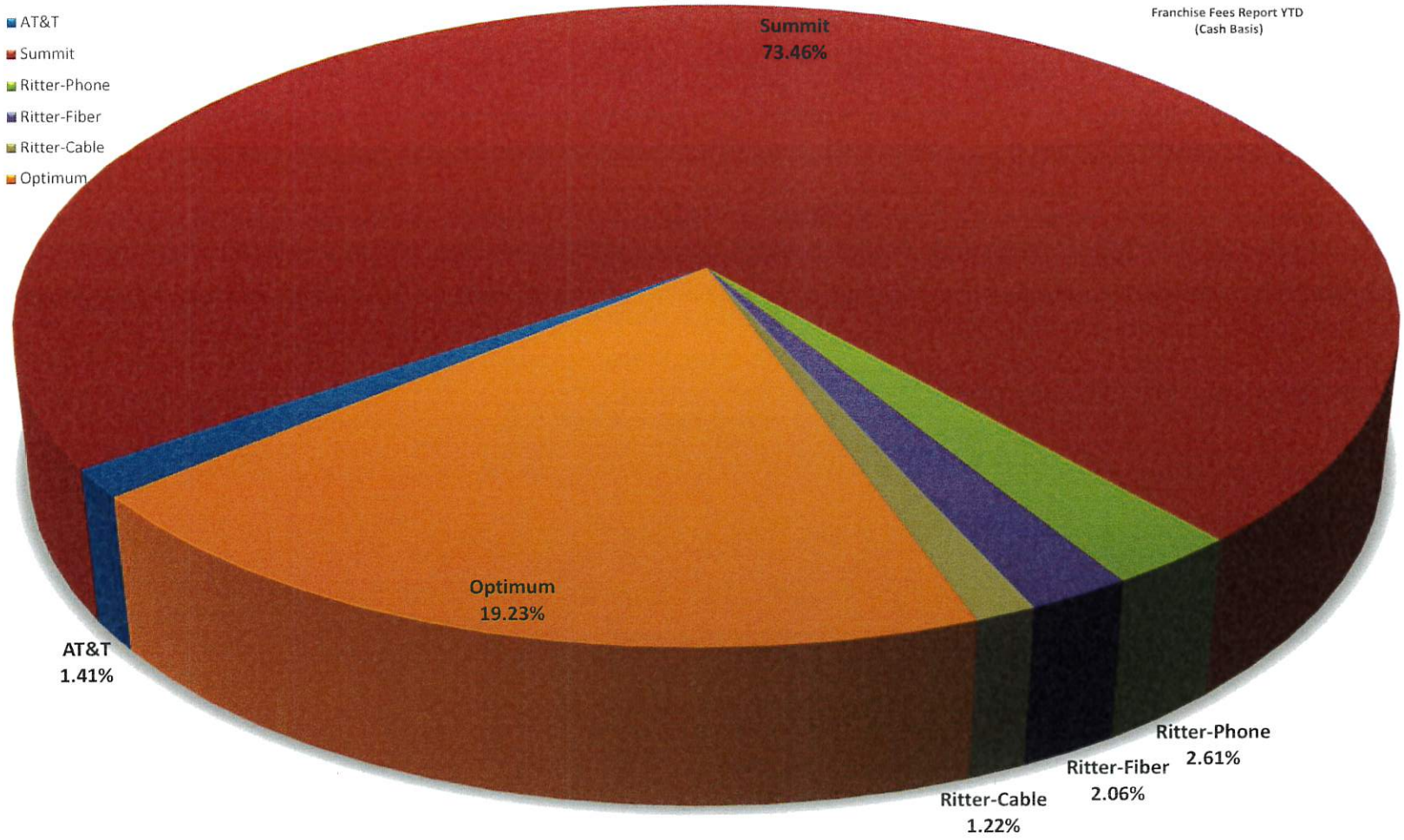
*Timing of bulk fuel purchases may cause large comparison variances

City of Jonesboro, Arkansas

Franchise Fee Tax Report

YTD 2026

Months	AT&T	Summit	Ritter-Phone	Ritter-Fiber	Ritter-Cable	Optimum	All Others	Current Year Total	Prior Year Total
January	$ 2,611.08	$ 111,131.83	$ 4,634.61	$ 4,891.86	$ 2,094.29	$ 104,062.95	$ 783.48	$ 230,210.10	$ 250,190.48
February	2,588.81	173,364.47	4,614.33	3,453.37	2,069.75	-	701.97	186,792.70	158,448.71
March	2,523.32	201,823.39	4,507.92	3,350.86	2,065.92	-	540.74	214,812.15	131,618.49
April	2,398.96	173,406.12	4,499.69	1,995.96	2,083.43	97,916.06	510.53	282,810.75	354,037.15
May	2,343.42	80,924.87	2,032.63	3,314.18	4,555.20	-	491.23	93,661.53	84,915.53
June	2,369.67	31,126.45	7,135.41	4,673.70	-	-	498.68	45,803.91	62,226.75
July	-	-	-	-	-	-	-	-	168,659.22
August	-	-	-	-	-	-	-	-	54,166.15
September	-	-	-	-	-	-	-	-	53,263.70
October	-	-	-	-	-	-	-	-	148,203.49
November	-	-	-	-	-	-	-	-	45,546.80
December	-	-	-	-	-	-	-	-	51,006.66
Totals	**$ 14,835.26**	**$ 771,777.13**	**$ 27,424.59**	**$ 21,679.93**	**$ 12,868.59**	**$ 201,979.01**	**$ 3,526.63**	**$ 1,054,091.14**	**$ 1,562,283.13**



Advertising and Promotion Funds
City of Jonesboro, Arkansas
June 2026

	Prepared Foods Fund		3% Hotel/Motel Fund		1% Hotel/Motel Fund	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Beginning Fund Balance	$ 7,700,107	$ 7,448,389	$ 310,655	$ 318,065	$ 226,870	$ 92,456
NET Prepared Foods	89,633	263,234				
NET 3%			22,156	56,778		
NET 1%					29,608	162,398
Event Net Activity - Jonesboro Gravel			-	(50,209)		
Website Ad Sales			1,350	6,650		
Interest Earnings	15,994	94,111	655	3,532	506	2,131
Current Fund Balance	$ 7,805,734	$ 7,805,734	$ 334,816	$ 334,816	$ 256,984	$ 256,984

Prepared Foods Fund

	Monthly	YTD
Revenues	$ 597,566	$ 3,456,916
Expenses	507,933	3,193,682
NET	**$ 89,633**	**$ 263,234**

Monthly Tax Collections

January	547,130	July	N/A
February	517,091	August	N/A
March	598,740	September	N/A
April	638,263	October	N/A
May	558,126	November	N/A
June	597,566	December	N/A
Total	**$ 3,456,916**		**$ 3,456,916**

3% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 88,824	$ 487,193
Expenses	66,668	430,415
NET	**$ 22,156**	**$ 56,778**

Monthly Tax Collections

January	$ 63,254	July	N/A
February	70,297	August	N/A
March	97,735	September	N/A
April	88,042	October	N/A
May	79,041	November	N/A
June	88,824	December	N/A
Total	**$ 487,193**		**$ 487,193**

1% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 29,608	$ 162,398
Expenses	-	-
NET	**$ 29,608**	**$ 162,398**

Monthly Tax Collections

January	$ 21,085	July	N/A
February	23,432	August	N/A
March	32,578	September	N/A
April	29,347	October	N/A
May	26,347	November	N/A
June	29,608	December	N/A
Total	**$ 162,398**		**$ 162,398**

Monthly & YTD Comparisons

	Monthly				YTD			
	Current Yr	Prior Yr	$ Change	% Change	Current Yr	Prior Yr	$ Change	% Change
Prepared Foods	$ 597,566	$ 501,679	$ 95,886	19%	$ 3,456,916	$ 3,282,496	$ 174,420	5%
3% Hotel/Motel	88,824	79,556	9,267	12%	487,193	$ 453,146	34,047	8%
1% Hotel/Motel	29,608	26,518	3,090	12%	162,398	$ 151,049	11,348	8%

Embassy Suites 3%

	January	February	March	April	May	June	Mid-Yr Totals
TOTALS	$ 17,662.14	$ 20,462.22	$ 21,144.33	$ 23,213.52	$ 20,965.59	$ 24,359.16	$ 127,806.96

	July	August	September	October	November	December	YTD Totals
TOTALS	N/A	N/A	N/A	N/A	N/A	N/A	$ 127,806.96

Advertising and Promotion Funds
City of Jonesboro, Arkansas
June 2026

Fund 80 - Hotel/Motel 3% Fund Expenditure

Grant Award

Payee	Description	Date	Check No.	Amount
2025 Grant Awards				
The Stage Theater Co.	Year Round Funding	1/22/2026	164823	$ 1,500
NEA Baptist Charitable Foundation	Annual Duck Classic	1/22/2026	164779	7,500
Red Wolf Foundation	Athletic Events held in Jonesboro (2025)	2/23/2026	165167	50,000
Hope Found of NEA	Brewing Hope Coffee Festival 2025	4/22/2026	166030	1,250
2026 Grant Awards				
Delta Symphony Orchestra	Annual Program Support-Quarterly	$5,000 @ 4	Various	10,000
The Foundation of Arts	Annual Program Support-Quarterly	$18,750 @ 4	Various	37,500
Downtown Jonesboro Alliance	Annual Program Support-Quarterly	$6,250 @ 4	Various	12,500
Hispanic Community Services	Annual Program Support-Quarterly	$3,000 @ 4	Various	6,000
ASU Club Softball	Softball Tournaments and Camps	1/8/2026	164553	10,000
Jonesboro Business Association	Jonesboro Crawfish Festival	2/9/2026	164936	5,000
Natl Golf Foundation Consulting Inc	Golf Course Feasibility Study	2/9/2026	164952	14,000
JHS Host State Track Meet	Host State Track Meet	2/23/2026	165128	5,000
Disc Side of Heaven	The Jonesboro Open - Disc Golf Pro Tour	3/9/2026	165522	30,000
Jonesboro Firefighters Local 3718	Firefighters L3718 Pickle Ball Tournament	3/23/2026	165344	1,500
KLEK/Voice of AR Minority Advocacy Council	Juneteenth Celebration	4/22/2026	166146	5,000
Jonesboro University Heights Lions Club	Pickle Ball Tournament	5/22/2026	166741	1,500
MLK Day Parade Committee	MLK Day Parade	5/22/2026	166885	500
Jets Aquatic Club	5 Annual Swim Meets (Jack Deacon Inv.)	6/22/2026	167126	25,000
			Total Grant Award Expense	**$ 223,750**

Sponsorship

Payee	Description	Date	Check No.	Amount
Z-Botics Foundation	Southern Showdown Robotics Competition	1/22/2026	164842	$ 500
Void - Z-Botics Foundation	Southern Showdown Robotics Competition	4/1/2026	Void - 164842	(500)
City of Jonesboro	Mayors Council Dinner Sponsorship	2/9/2026	Transfer	500
			Total Sponsorship Expense	**$ 500**

Administrative Expense

Payee	Description	Date	Check No.	Amount
Christy Appleton	Administrative	YTD	Check	$ 6,000
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	30,276
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	2,330
Young Investments	Office Space	YTD	Check	3,900
Travel & Exp Reimb	Detail Available	YTD	Check	3,256
Insurance & Licenses	Detail Available	YTD	Check	435
Professional Services	Detail Available	YTD	Check	15,430
Advertising & Promotion	Detail Available	YTD	Check	7,174
Supplies	Detail Available	YTD	Check	401
Office Supplies	Detail Available	YTD	Check	22
Website Hosting/Maint & Design	Detail Available	YTD	Check	8,962
A&P Misc Event Sponsorship	Detail Available	YTD	Check	188
			Total Administrative Expense	**$ 78,372**

Other

Payee	Description	Date	Check No.	Amount
JHP/Embassy Suites	2025 Reimbursements (Q4)	1/22/2026	164756	$ 68,524
JHP/Embassy Suites	2026 Reimbursements (Q1)	YTD	Check	59,269
			Total Other Expense	**$ 127,793**
			Total 3% H/M Expense	**$ 430,415**

Fund 82 - Prepared Foods Fund Expenditure

First Community Bank SportsPlex

Professional Services

Payee	Description	Date	Check No.	Amount
Sports Facilities Advisory LLC	Facility Advisory Services	YTD	Check	140,000
Waddell Cole & Jones PA	Legal Services	YTD	Check	663
Kyle Kaufman		6/8/2026	166874	300
Eastern Sports Management LLC	Cann, Brian Travel	YTD	Check	1,152
City of Jonesboro	Quarterly Services Fee	YTD	Transfer	20,000
			Total Professional Services	**$ 162,115**

Lease Activities

Payee	Description	Date	Check No.	Amount
Jonesboro Public Facilities	Monthly Lease	YTD	ACH	2,850,000
			Total Lease Activities	**$ 2,850,000**

Operation Activities

Payee	Description	Date	Check No.	Amount
Sports Facilities Advisory LLC	Operating Start-Up Costs(SFC)	2/25/2026	ACH	136,112
			Total Operation Activities	**$ 136,112**
			Total Ridge Athletics Center Expense	**$ 3,148,227**

Administrative Expense

Payee	Description	Date	Check No.	Amount
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	$ 30,276
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	2,316
Travel & Exp Reimb	Detail Available	YTD	Check	8,286
Advertising & Promotion	Detail Available Upon Request	YTD	Check	1,452
Supplies/Meeting	Detail Available Upon Request	YTD	Check	136
Dues & Subscriptions	Detail Available Upon Request	YTD	Check	2,990
			Total Administrative Expense	**$ 45,455**
			Total Prepared Foods Expense	**$ 3,193,682**

Fund 80 - Hotel/Motel 3% Fund Event Current Year Activities

2026 Jonesboro Gravel

Expense

Payee	Description	Date	Check No.	Amount
All Sports Productions Inc	Year 2 Support	4/8/2026	165685	50,000
Pak Mail	Promotional posters for Skirmish	5/8/2026	Mesh Card	209
			Total Event Expense	**$ 50,209**
			2026 Jonesboro Gravel Net Activities	**$ (50,209)**

City of Jonesboro, Arkansas
Alcoholic Beverage Tax Comparison To Prior Year
2026

	January	February	March	April	May	June	July	August	September	October	November	December	YTD Totals
TOTALS	$ 64,766.69	$ 58,398.88	$ 63,972.97	$ 64,380.72	$ 60,794.87	$ 65,901.43	N/A	N/A	N/A	N/A	N/A	N/A	$ 378,215.56

	Current Yr Month	Prior Yr Month	$ Variance	% Variance
TOTALS	$ 65,901.43	$ 49,794.36	$ 16,107.07	32.3%

	YTD Current Year	YTD Previous Year	$ Variance	% Variance
TOTALS	$ 378,215.56	$ 344,836.89	$ 33,378.67	9.7%

Fixed Assets
Monthly Asset Report - June 2026

Asset	Purchased	Dept	Description	Orig Cost
Totals				0

Non-Uniform 401(a) Defined Contribution & 457(b) Retirement Savings Plans - Fund 21
Changes in Position
2026 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$8,897,926.18**	**$9,114,176.86**	**$9,299,981.61**	**$8,812,624.76**	**$9,383,910.94**	**$9,722,874.49**	**$8,897,926.18**
Additions:							
Employer Contributions	45,284.28	30,752.91	28,958.40	28,633.72	28,492.34	28,477.26	190,598.91
Employee Contributions	56,419.79	39,223.37	37,110.74	36,800.35	36,534.45	36,510.92	242,599.62
Other Additions	22,534.48	10,696.23	12,376.89	13,549.86	11,011.65	25,415.91	95,585.02
Total Additions	***124,238.55***	***80,672.51***	***78,446.03***	***78,983.93***	***76,038.44***	***90,404.09***	***528,783.55***
Deductions:							
Plan Distributions	55,225.98	23,470.67	84,855.14	39,424.52	12,613.37	74,338.31	289,927.99
Administrative Expenses	7,288.85	2,555.00	2,240.80	6,765.61	2,395.58	2,273.90	23,519.74
Other Deductions	-						-
Total Deductions	***62,514.83***	***26,025.67***	***87,095.94***	***46,190.13***	***15,008.95***	***76,612.21***	***313,447.73***
Adjustments:							
Unrealized Investment Gain(Loss)	154,526.96	131,157.91	(478,706.94)	538,492.38	277,934.06	20,512.62	643,916.99
Other Adjustments	-						-
Total Adjustments	***154,526.96***	***131,157.91***	***(478,706.94)***	***538,492.38***	***277,934.06***	***20,512.62***	***643,916.99***
Ending Balance	***9,114,176.86***	***$9,299,981.61***	***$8,812,624.76***	***$9,383,910.94***	***$9,722,874.49***	***$9,757,178.99***	***9,757,178.99***

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$9,757,178.99**	**$9,757,178.99**	**$9,757,178.99**	**$9,757,178.99**	**$9,757,178.99**	**$9,757,178.99**	**$8,897,926.18**
Additions:							
Employer Contributions							190,598.91
Employee Contributions							242,599.62
Other Additions							95,585.02
Total Additions	-	-	-	-	-	-	***528,783.55***
Deductions:							
Plan Distributions							289,927.99
Administrative Expenses							23,519.74
Other Deductions							-
Total Deductions	-	-	-	-	-	-	***313,447.73***
Adjustments:							
Unrealized Investment Gain(Loss)							643,916.99
Other Adjustments							-
Total Adjustments	-	-	-	-	-	-	***643,916.99***
Ending Balance	***9,757,178.99***	***$9,757,178.99***	***$9,757,178.99***	***$9,757,178.99***	***$9,757,178.99***	***$9,757,178.99***	***$9,757,178.99***

*Effective September 2024, the 457(b) plan is now accounted for in Fund 21 reflecting the total defined contribution & retirement savings plans for Non-Uniform emp.

*The assigned Trustee is First Security Bank. The recordkeeper is Milliman, Inc.

Non-Uniform Pension Account
Changes in Position
2026 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$11,394,424.81**	**$11,534,323.30**	**$11,611,675.58**	**$11,089,623.12**	**$11,478,849.05**	**$11,653,449.85**	**$11,394,424.81**
Additions:							
Employer Contributions	-	-	-	-	-	-	-
Other Additions	1,555.64	2,880.43	2,110.82	1,612.91	2,160.97	3,074.63	13,395.40
Total Additions	***1,555.64***	***2,880.43***	***2,110.82***	***1,612.91***	***2,160.97***	***3,074.63***	***13,395.40***
Deductions:							
Pension Benefits	44,585.16	44,585.16	47,090.21	80,474.28	48,243.13	47,430.84	312,408.78
Administrative Expenses	2,211.08	3,169.54	994.18	20,282.48	1,043.60	993.34	28,694.22
Other Deductions	-	-	-	-	-	-	-
Total Deductions	***46,796.24***	***47,754.70***	***48,084.39***	***100,756.76***	***49,286.73***	***48,424.18***	***341,103.00***
Adjustments:							
Unrealized Investment Gain(Loss)	185,139.09	122,226.55	(476,078.89)	488,369.78	221,726.56	26,138.76	567,521.85
Other Adjustments	-	-	-	-	-	-	-
Total Adjustments	***185,139.09***	***122,226.55***	***(476,078.89)***	***488,369.78***	***221,726.56***	***26,138.76***	***567,521.85***
Ending Balance	**$11,534,323.30**	**$11,611,675.58**	**$11,089,623.12**	**$11,478,849.05**	**$11,653,449.85**	**$11,634,239.06**	**$11,634,239.06**

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$11,634,239.06**	**$11,634,239.06**	**$11,634,239.06**	**$11,634,239.06**	**$11,634,239.06**	**$11,634,239.06**	**$11,394,424.81**
Additions:							
Employer Contributions							-
Other Additions							13,395.40
Total Additions	-	-	-	-	-	-	***13,395.40***
Deductions:							-
Pension Benefits							312,408.78
Administrative Expenses							28,694.22
Other Deductions							-
Total Deductions	-	-	-	-	-	-	***341,103.00***
Adjustments:							
Unrealized Investment Gain(Loss)							567,521.85
Other Adjustments							-
Total Adjustments	-	-	-	-	-	-	***567,521.85***
Ending Balance	**$11,634,239.06**	**$11,634,239.06**	**$11,634,239.06**	**$11,634,239.06**	**$11,634,239.06**	**$11,634,239.06**	**$11,634,239.06**

*The Non-Uniform pension account is the old pension plan. Funds are managed by PRINCIPAL & STEPHENS.

City of Jonesboro
ARPA Restricted Revenue Replacement Fund Schedule
June 2026

Schedule of Appropriation		Activity
Funding	Amount	
Revenue Replacement Funding 12/31/2024	8,627,165	

Project	Appropriation	2025 Exp	2026 Exp	2026 Receipts	Net Activity	Open PO	Remaining
Demolition of 100 W. Washington	3,250,000	3,297,344	19,788	110,000	3,207,132	-	42,868
Mosquito Abatement	139,604				-	-	139,604
Aquatic Feature - Ridge Athletics Center	3,200,000				-	-	3,200,000
Humanitarian	500,000	330,003	123,382		453,385	46,615	-
Comprehensive Growth Plan	855,000	121,195	291,389		412,584	443,825	(1,409)
Bldg Code Review & Permitting Assessment Study	99,840	5,870	93,755		99,625	-	215
Tornado Siren System Upgrade	261,261		15,612		15,612	233,992	11,657
Total	**8,305,705**	**3,754,412**	**543,927**	**110,000**	**4,188,339**	**724,432**	**3,392,935**

Unappropriated Funding	**321,460**

Schedule of ARPA Replacement Restricted Fund Availability

ARPA Revenue Replacement Carryforward Funding	8,627,165
ARPA Revenue Replacement Appropriations	8,305,705
Unappropriated ARPA Revenue Replacement Funds	**321,460**
ARPA Revenue Replacement Appropriations	8,305,705
ARPA Revenue Replacement Expenditures	4,188,339
ARPA Revenue Replacement Open PO Remaining	724,432
Unexpended ARPA Revenue Replacement Appropriations	**3,392,935**
Unappropriated ARPA Revenue Replacement Funds	321,460
Unexpended ARPA Revenue Replacement Appropriations	3,392,935
Fund Balance	**3,714,395**

City of Jonesboro
Schedule of Capital Improvement Projects
June 2026

Capital Improvement Detail by Project

Department	Description	2025 Carryover	Remaining Grant/ Other	2026 Budget	Future Bud Amend, Contr Appr, Sch Adj	Project Funding Reapprop	Revenue/ Donation	Total Funding	2026 Activity	Open PO Remaining	$ Remaining
General Fund Supported Projects											
Grants	University Heights Trail	1,679,805	316,000					1,995,805	14,175	17,687	1,963,943
	Downtown to A-State	336,640			38,201		219,407	594,248	45,919	7,311	541,018
	Johnson Lighting/N. Main Pedestrian	-	3,380,133		1,251,753			4,631,886		212,465	4,419,421
Parks Admin	Parks Master Plan	1,510,011				(1,410,806)		99,205		11,393	87,813
	Parks Security Camera Upgrade	28,357						28,357			28,357
Urban Parks	Various Park Improvements	166,897						166,897	142,439		24,458
	New Park (Pocket/Neighborhood)	22,019						22,019	8,125		13,894
	Northeast Park	-	1,000,000		605,379	2,197,748		3,803,127	52,273	965	3,749,890
CFP	50 Spot Parking Lot	381,574				(307,228)		74,346	65,526	8,821	(0)
	Overlay Back Half of Loop Road	167,385				(167,385)		-			-
JMC	Concession Siding	33,812						33,812	33,812	-	-
Admin	Welcome Signs	12,309				(12,309)		-			-
Comm Ctr	Winter Wonderland	53,753				(53,753)		-			-
	Allen Park Playground	77,915						77,915			77,915
SSC	Shooting Range (All)	160,026				(160,026)		-			-
	Total General Fund Projects	$4,630,503	$4,696,133	$0	$1,895,333	$86,241	$219,407	$11,527,617	$362,268	$258,641	$10,906,708
Street Fund Supported Projects											
Engineering	Misc. Drainage Projects	35,761		500,000				535,761	212,345	31,565	291,851
	NEA Development (NEAIDC)	-		171,250				171,250			171,250
	Misc Street Projects	30,480				956,606		987,086	478,144	37,045	471,897
	Sidewalks/Misc Concrete	167,517						167,517	2,532		164,986
	Cway/Prkr/Fox Mead-ROW/Util	3,940				(3,940)		-			-
	Railroad Maintenance	16,300		400,000				416,300	52,262	33,416	330,622
	Railroad Crossing Elimination-Local	-			136,568			136,568	15,894	120,674	-
	AHTD100657 MLK Ext- 100% Reimb	35,819			996,782			1,032,601	1,755	1,030,847	(0)
	AHTD100881 Hwy 1-B Widening	38,177				(38,177)		-			-
	AHTD100879 49/I555-49/Parker	44,124				(44,124)		-			-
	AHTD101247 49/Christ Valley Int Imp	-			570,000			570,000			570,000
	ASU Connector Road	-			1,000,000			1,000,000			1,000,000
	Southern Ridge Corridor-Futrell	-			450,000			450,000			450,000
	Street Overlays & Street Imp	3,556,875				(956,606)		2,600,269	626,492	1,973,777	0
	Total Street Fund Projects	$3,928,993	$0	$1,071,250	$3,153,350	-$86,241	$0	$8,067,353	$1,389,423	$3,227,324	$3,450,606
Total Capital Improvement Projects		$8,559,496	$4,696,133	$1,071,250	$5,048,683	$0	$219,407	$19,594,970	$1,751,691	$3,485,965	$14,357,313

City of Jonesboro
Schedule of Capital Improvement Revenue Bond Series 2025
June 2026

Schedule of Bond Issuance in 2025	
Funding	**Amount**
Par Amount	17,595,000.00
Plus: Reoffering Premium	169,648.70
Less: Underwriter's Discount	(112,608.00)
Less: Bond Insurance Premium to Assured Guaranty	(85,870.86)
Less: Rating Fee to Assured Guaranty	(19,985.00)
Less: Surety to Assured Guaranty	(13,481.76)
Net Bond Proceeds	**17,532,703.08**
Issuance Costs	**Amount**
Bond Counsel: Friday, Eldredge & Clark	64,000.00
Financial Advisor: Crews & Associates	47,095.00
Publication Costs: Jonesboro Sun	3,050.00
Trustee Origination & 2025 Annual Fee: FSB	1,200.00
Total Issuance Costs	**115,345.00**
Net Project Fund Proceeds from Issuance in 2025	**17,417,358.08**

Schedule of Revenue & Expenses since Issuance		Activity				
Revenue						
		2025	**2026**	**Total**		
Interest Earned		258,362.92	326,892.02	585,254.94		
Total Revenue Contributing to Project Funding		**258,362.92**	**326,892.02**	**585,254.94**		
Expenses						
Project	**Appropriation**	**2025**	**2026**	**Total**	**Open PO**	**Remaining**
E-911/Public Safety Center	5,500,000.00	178,840.96	100,195.88	279,036.84	6,094,068.31	(873,105.15)
Caraway Rd Expansion	5,500,000.00	-	315,341.10	315,341.10		5,184,658.90
Pedestrian & Trail Connections	5,000,000.00					5,000,000.00
Jefferson Sidepath		464,598.07	238,327.62	702,925.69	-	(702,925.69)
Johnson Sidepath		98,669.00	33,023.50	131,692.50	1,418,524.25	(1,550,216.75)
Prospect/Elizabeth Sidepath		-	30,160.72	30,160.72	152,204.28	(182,365.00)
Total Pedestrian & Trail Connections	5,000,000.00	563,267.07	301,511.84	864,778.91	1,570,728.53	2,564,492.56
Total Project	16,000,000.00	742,108.03	717,048.82	1,459,156.85	7,664,796.84	6,876,046.31
Bond Issuance Professional Services		347,915.62	750.00	348,665.62		
Bond Interest Expense			461,282.72	461,282.72		
Total Project Appropriation & Expenses	**16,000,000.00**	**1,090,023.65**	**1,179,081.54**	**2,269,105.19**	**7,664,796.84**	**6,876,046.31**
Available Funding (Addnl projects/Inc cost support)	**2,002,613.02**					

Sch of Bond Debt Service Activities since Issuance	Annual Commitment	2025	2026	Total
Franchise Fee Transfer from General Fund		573,549.78	573,549.78	1,147,099.56
Total Funding		**573,549.78**	**573,549.78**	**1,147,099.56**
Interest Expense - Due annually (August)	900,599.60	-	-	-
Principal Reduction - Due annually (August)	245,000.00	-	-	-
Trustee Fee $1,500 Annual (Paid Monthly)	1,500.00	625.00	750.00	1,375.00
Total Expenditure	**1,147,099.60**	**625.00**	**750.00**	**1,375.00**
Bond Debt Service Net Activity		**572,924.78**	**572,799.78**	**1,145,724.56**

Remaining Annual Commitment Completion @ $95,591.63 Monthly		**1,375.04**

City of Jonesboro
Schedule of Depreciation Fund
June 2026

Overview

	General	Street	Combined
Beginning Fund Balance	$ 1,533,417	$ 191,297	$ 1,724,714
2025 Approp/26 Depr Fund	3,737,582	638,604	4,376,186
Current Yr Receipts	655,480	-	655,480
Current Yr Expenditures	(4,651,134)	(151,053)	(4,802,187)
Encumbered	(400,178)	(256,750)	(656,928)
2025 Depr Fund Balance	**$ 875,167**	**$ 422,098**	**$ 1,297,265**

Depreciation Detail by Department

Description	Beginning Balance	2025 Appropriation	2026 Depr Fund	2026 YTD Receipts	2026 YTD Expense	2026 YTD Net Activity	2026 Depr Fund $ Remaining	Encumbered	2026 Depr Fund $ Available
General Fund									
Police	$ 12,790	$ 1,785,000	**$ 1,797,790**	$ 16,625	$ 1,524,633	$ (1,508,008)	**$ 289,782**	$ 54,633	**$ 235,148**
Fire	1,225,837	721,003	**1,946,840**	600,000	2,456,039	(1,856,039)	**$ 90,801**	52,202	**38,599**
Inspections	-	43,031	**43,031**			-	**$ 43,031**	-	**43,031**
Animal Services	-	-	-			-	**$ -**	-	-
Planning	-	-	-			-	**$ -**	-	-
Building Maintenance	-	-	-			-	**$ -**	-	-
Code Enforcement	38,500	29,844	**68,344**			-	**68,344**	-	**68,344**
Sanitation - Administration	-	-	-			-	**-**	-	-
Sanitation - Incinerator	-	-	-			-	**-**	-	-
Sanitation - Residential	64,478	774,000	**838,478**	11,055	441,698	(430,643)	**407,835**	285,692	**122,143**
Sanitation - Recycling	-	-	-			-	**-**	-	-
Parks - Administration	-	-	-			-	**-**	-	-
Parks - Southside	6,813	58,300	**65,113**		57,133	(57,133)	**7,980**	-	**7,980**
Parks - Urban Parks	10,433	111,202	**121,635**		11,099	(11,099)	**110,536**	-	**110,536**
Parks - Craighead Forest Park	3,093	83,202	**86,295**		39,775	(39,775)	**46,520**	-	**46,520**
Parks - Joe Mack Campbell Park	3,727	87,000	**90,727**		84,687	(84,687)	**6,040**	-	**6,040**
Parks - Miracle League	-	-	-			-	**-**	-	-
Parks - Community Centers	-	-	-			-	**-**	-	-
Parks - Shooting Complex	1,958	45,000	**46,958**		36,070	(36,070)	**10,888**	7,650	**3,237**
Parks - Sports Programs	4,957	-	**4,957**			-	**4,957**	-	**4,957**
Admin - Assignment	-	-	-			-	**-**	-	-
Insurance Claim Loss Replcmnt	-	-	-			-	**-**	-	-
Depr Fund Revenue	160,831	-	**160,831**	27,800		27,800	**188,631**	-	**188,631**
Total General Fund	**$ 1,533,417**	**$ 3,737,582**	**$ 5,270,999**	**$ 655,480**	**$ 4,651,134**	**$ (3,995,654)**	**$ 1,275,345**	**$ 400,178**	**$ 875,167**
Street Fund									
Street	$ 151,790	$ 597,852	**$ 749,642**		$ 151,053	$ (151,053)	**$ 598,589**	$ 256,750	**$ 341,839**
Street-Engineering	39,507	40,752	**80,259**		-	-	**80,259**	-	**80,259**
Total Street Fund	**$ 191,297**	**$ 638,604**	**$ 829,901**	**$ -**	**$ 151,053**	**$ (151,053)**	**$ 678,848**	**$ 256,750**	**$ 422,098**

Total Depreciation Fund	**$ 1,724,714**	**$ 4,376,186**	**$ 6,100,900**	**$ 655,480**	**$ 4,802,187**	**$ (4,146,707)**	**$ 1,954,193**	**$ 656,928**	**$ 1,297,265**

New Business Report
City of Jonesboro, AR
June 2026

Name	Application Date	Status	Customer #	License Type	Location	Contact Address	City. State	Zip Code	Phone	Email
5 Star Nutrition	6/18/2026	TF	25391	Inventory Based Businesses	2203 Red Wolf Blvd #C	PO Box 1167	Fayettville TN	37334	(931) 625-5904	nurtrition@chanoandsonsinc.com
7 Brew	6/16/2026	Active	25386	Delicatessen-Take out	1701 Visions Ave	dba PH Brew PO Box 547	Johnson AR	72741	(870) 351-2599	candace@ph7brew.com
870 Tactical LLC	6/26/2026	Active	25405	Gun Sales/Repair	5821 Dalton Farmer Dr.	PO Box 1766	State University AR	72467	(501) 528-2688	scottserwacki@gmail.com
Aletha Tattoo Atelier	6/8/2026	Active	25380	Miscellaneous Occupation	320 S Main Suite B	922 E. Craighead Forest Rd #N	Jonesboro AR	72404	(870) 273-7449	alethatattooatelier@gmail.com
Artex Remodel	6/1/2026	Active	25365	Sub-Contractor	900 French St	900 French Street	Jonesboro AR	72401	(737) 351-4104	blanca040984@gmail.com
Aspen Contracting Inc.	6/30/2026	Active	25409	General Contractor	Outside Jonesboro	4141 NE Lakewood Way	Lees Summit MO	64064	(877) 784-7663	licensing@roofsbyaspen.com
Burton Physical Therapy	6/8/2026	Active	25379	Therapist	3424 Oakmont	3424 Oakmont Drive	Jonesboro AR	72404	(870) 243-3889	angelaburtonpt@gmail.com
Chol Solutions LLC	6/4/2026	Active	25369	Miscellaneous Occupation	401 Magnolia Rd	401 Magnolia Rd	Jonesboro AR	72405	(559) 741-5873	walterleearnoldjr@me.com
Cole Sails Lawn Service	6/24/2026	Active	25398	Yard Work	3610 E Thomas Green Rd.	3610 E Thomas Green Road	Jonesboro AR	72405	(870) 919-5151	mikesellars@gmail.com
Collex Contracting	6/5/2026	Active	25376	Sub-Contractor	108 Sundown Ln	108 Sundown Lane	Jonesboro AR	72405	(573) 208-5012	collexcontracting@outlook.com
Courtside Chill LLC	6/18/2026	Active	25392	Ice Cream Vendor/Truck	Outside City Limits	82 CR 328	Cherry Valley AR	72324	(870) 805-9346	courtsidechill@gmail.com
Crystal Babashoff	6/30/2026	Active	25410	Real Estate-Salesman	314 Main St #A	10 Catawba Circle	Cherokee Village Al	72529	(870) 761-7774	crystal.babashoff@gmail.com
Dyed LLC	6/23/2026	Active	25397	Beauty & Barber Shops-Salons	3423 E Highland Dr Suite 10	4124 Stephanie Dr	Jonesboro AR	72405	(518) 982-7203	dyedllc.summerlarocque@gmail.com
Eduard Horvath	6/5/2026	Active	25374	Peddlers/4 Month Period	Outside Jonesboro	Southwestern Advantage 2451 Atrium Way	Nashville TN	37124	(888) 551-5901	edo.horvath13@gmail.com
Hookway Medicine Weight Loss & Aesthetic	6/8/2026	Active	25381	Medical Professionals Not Classified	701 Sadie Ln	701 Sadie Lane	Jonesboro AR	72404	(870) 919-2930	abetterwayathookway@outlook.com
James Watkins	6/9/2026	Active	25382	Real Estate-Salesman	2209 Grant Ave #A	ERA Doty Real Estate 6044 Wisteria Lane	Jonesboro AR	72404	(870) 935-0731	andywatkins997@gmail.com
Junction Gas, Bait & Bite	6/5/2026	Active	25375	Inventory Based Businesses	910 Magnolia Rd	1302 Aggie Rd	Jonesboro AR	72401	(870) 203-3033	salina20013@gmail.com
Kitchen on Wheels	6/18/2026	Active	25390	Catering Service/Trucks	4705 Yukon Dr	4705 Yukon Dr	Jonesboro AR	72405	(272) 800-9077	ubaid1265@icloud.com
La Salon	6/30/2026	Active	25408	Beauty & Barber Shops-Salons	1519 Marketplace Dr	1519 Makeplace Drive	Jonesboro AR	72401	(573) 559-6212	fatimajtejeda@gmail.com
Marek Holotnak	6/5/2026	Active	25373	Peddlers/4 Month Period	Outside Jonesboro	Southwestern Advantage 2451 Atrium Way	Nashville TN	37124	(888) 561-5901	holtonak.marek1@gmail.com
MHG Property Development	6/18/2026	Active	25387	Sub-Contractor	Outside Jonesboro	685 Jill Lane	Bono AR	72416	(845) 542-2588	anjeluvr@gmail.com
NEA Pro Pressure Washing LLC	6/10/2026	Active	25383	Service Business Not Classified	113 Asbury Cv	113 Asbury Cove	Jonesboro AR	72404	(870) 926-5995	neapropressurewashing@gmail.com
Outlaws Heating & Air	6/12/2026	Active	25385	Sub-Contractor	Outside Jonesboro	688 CR 1420	Mountain Home Ar	72653	(501) 762-1754	outlawshvac@gmail.com
Parsimony LLC	6/1/2026	Active	25366	Miscellaneous Occupation	3700 S Caraway Rd #K8	3700 S. Caraway Rd #K8	Jonesboro AR	72404	(870) 340-5898	justindent@posteo.us
RCA Trucking LLC	6/2/2026	Active	25368	Sub-Contractor	1024 Villa Dr	1024 Villa Drive	Jonesboro AR	72405	(870) 243-6585	rcatruckingarkansas@gmail.com
Sanctuary of Serenity - End of Life Care	6/18/2026	Active	25388	Service Business Not Classified	1803 James St	1803 James Street	Jonesboro AR	72401	(870) 834-5694	sanctuaryofserenity.eoldoula@gmail.com
So Icy	6/22/2026	Active	25394	Delicatessen-Take out	1385 Sullivan Circle	1385 Sullivan Circle	Jonesboro AR	72404	(870) 206-2733	ravensymonebradley@gmail.com
Sofrito Caribbean Cuisine LLC	6/25/2026	Active	25400	Delicatessen-Take out	2425 E Matthews Ave	2303 Stallings Ln Suite A2	Jonesboro AR	72401	(870) 530-6199	elih@lifesavertax.com
Southern Crop Logistics LLC	6/26/2026	Partial	25404	Service Business Not Classified	218 Union St #D	3411 Lake Pointe Dr.	Jonesboro AR	72404	(501) 837-1712	southerncroplogistics@gmail.com
Strait's Land Management	6/2/2026	Active	25367	Sub-Contractor	Outside City Limits	216 CR 744	Jonesboro AR	72401		straitslandmanagement@gmail.com
Taylor Smith DVM	6/10/2026	Active	25384	Veterinarian	3291 E Highland Dr	Jonesboro Family Pet Hospital 210 University B	Denver CO	80206	(870) 932-7228	wvpaccounting@westernvetpartners.com
The Proper Services	6/5/2026	Active	25377	Yard Work	2210 Amy Ann St	2210 Amy Ann Street	Jonesboro AR	72405	(747) 204-6351	theproperservices@gmail.com
Together We Home Inc	6/19/2026	Partial	25393	Miscellaneous Occupation	4106 Jessica Lane	4106 Jessica Lane	Jonesboro AR	72401	(870) 351-8027	twe.home1@gmail.com
Top Tier Exteriors LLC	6/29/2026	Active	25406	Sub-Contractor	Outside City Limits	273 CR 7878	Jonesboro AR	72405	(870) 565-8996	justice@toptierexteriors.us.com
Twin Rivers Construction	6/18/2026	Active	25389	Sub-Contractor	3103 Sun Ave #B	dba Twin Rivers Electric 3103 Sun Ave #B	Jonesboro AR	72401	(870) 878-2526	twinriverscon@gmail.com
Wade's Mobile Maintenance Service	6/25/2026	Active	25403	Miscellaneous Occupation	407 Drake St	407 Drake Street	Jonesboro AR	72401	(870) 253-2762	wadesmobilemaintenance@gmail.com
Westbrook Kitchen & Bath Inc	6/29/2026	Active	25407	Sub-Contractor	215 N. Culberhouse St.	dba Elite Entries 215 N Culberhouse	Jonesboro AR	72401	(870) 932-6044	accounting@wdbci.com
Williford Junk Removal	6/8/2026	Active	25378	Miscellaneous Occupation	Outside City Limits	628 CR 782	Jonesboro AR	72405	(870) 761-2486	willifordrylan@gmail.com
38	Total									