



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, March 17, 2026

5:30 PM

Municipal Center, 300 S. Church

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

*Council Chambers, Municipal Center*

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

#### **2. PLEDGE OF ALLEGIANCE AND INVOCATION**

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

#### **4. SPECIAL PRESENTATIONS**

#### **5. CONSENT AGENDA**

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

**MIN-26:021** MINUTES FOR THE CITY COUNCIL MEETING ON MARCH 3, 2026

**Attachments:** [CC Minutes 03032026.pdf](#)

**RES-26:017** A RESOLUTION BY THE JONESBORO CITY COUNCIL TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM BRIDGE DISTRICT INVESTMENTS, LLC. FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Permanent Drainage Easement.pdf](#)

**Legislative History**

3/3/26	Public Works Council Committee	Recommended to Council
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**RES-26:020** A RESOLUTION BY THE JONESBORO CITY COUNCIL TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC. FOR A CRAIGHEAD FOREST PARK ATV TRAIL REHAB PROJECT (ARDOT JOB NO. 101148)

(2026:01)

**Sponsors:** Engineering

**Attachments:** [Contract Documents 2026 01.pdf](#)  
[Bid Tab.pdf](#)

**Legislative History**

3/3/26 Public Works Council Recommended to Council  
Committee

**RES-26:021**

A RESOLUTION TO ACCEPT THE BID AUTHORIZING THE PURCHASE OF TWO VANS FOR THE TRANSIT DEPARTMENT (JET)

**Sponsors:** JETS and Finance

**Attachments:** [City of Jonesboro Braun Promaster quote 021126.pdf](#)

**Legislative History**

3/10/26 Finance & Administration Recommended to Council  
Council Committee

**RES-26:022**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 233 S. FISHER, PARCEL 01-144181-44700, OWNED BY MICHAEL KEVIN KELLY IN THE AMOUNT OF \$9,754.56

**Sponsors:** Code Enforcement and Finance

**Attachments:** [1.pdf](#)  
[2.pdf](#)  
[3.pdf](#)  
[4.pdf](#)  
[5.pdf](#)  
[6.pdf](#)  
[7.pdf](#)

**Legislative History**

3/10/26 Finance & Administration Recommended to Council  
Council Committee

**RES-26:023**

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A 60 MONTH SERVICE LEASE CONTRACT FOR 12 COPY MACHINES

**Sponsors:** Finance, Information Systems and Mayor's Office

**Attachments:** [city of j'boro Replace & locations.doc](#)  
[Forrest Office Machines Lease.pdf](#)

**Legislative History**

3/10/26 Finance & Administration Recommended to Council  
Council Committee

**RES-26:025**

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FEDERAL TRANSIT ADMINISTRATION (FTA),

FY2025 49 U.S.C SECTION 5339 FORMULA GRANTS FOR THE JONESBORO ECONOMICAL TRANSPORTATION (JET) SYSTEM

**Sponsors:** Grants

**Legislative History**

3/10/26 Finance & Administration Recommended to Council  
Council Committee

**RES-26:026**

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FEDERAL TRANSIT ADMINISTRATION (FTA), FY 2025 49 U.S.C SECTION 5307 FORMULA GRANTS FOR THE JONESBORO ECONOMICAL TRANSPORTATION (JET) SYSTEM

**Sponsors:** Grants

**Legislative History**

3/10/26 Finance & Administration Recommended to Council  
Council Committee

**RES-26:027**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ISSUE A PURCHASE ORDER TO WILKINS ELECTRIC, LLC FOR THE HUNTINGTON AVENUE LIGHTING PROJECT (2026:02)

**Sponsors:** Engineering, Finance and Parks & Recreation

**Attachments:** [Bid Tabulation.pdf](#)

**Legislative History**

3/10/26 Finance & Administration Recommended to Council  
Council Committee

**RES-26:028**

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

**Sponsors:** Police Department and Mayor's Office

**Attachments:** [SKM\\_C300i26030410150\\_002\).pdf](#)

**Legislative History**

3/10/26 Finance & Administration Recommended to Council  
Council Committee

*RESOLUTIONS REMOVED FROM CONSENT AGENDA*

**RES-26:018**

RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR A TRAFFIC SIGNAL

**Sponsors:** Engineering

**Legislative History**

3/3/26 Public Works Council Recommended to Council  
Committee

**RES-26:019**

RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BUS SHELTERS

**Sponsors:** Engineering and JETS

**Legislative History**

3/3/26 Public Works Council Recommended to Council  
Committee

**RES-26:024** A RESOLUTION BY THE JONESBORO CITY COUNCIL TO ACCEPT AN OFFER TO SETTLE EXISTING LIENS END DUAL LITIGATION EFFORTS BETWEEN THE CITY OF JONESBORO AND LAUREL PARK, LLC

**Sponsors:** Mayor's Office

**Legislative History**

3/10/26 Finance & Administration Recommended to Council  
Council Committee

*RESOLUTIONS TO BE INTRODUCED*

**RES-26:030** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO A CONTRACT TO SELL 1025 HOPE AVENUE and 405 McDANIEL STREET TO CLINT JACKSON

**Sponsors:** Land Bank Commission

**Attachments:** [Real Estate Contract \(Jackson - McDaniel and Hope\).pdf](#)

**6. NEW BUSINESS**

**COM-26:013** REQUEST TO SET A PUBLIC HEARING TO REVIEW THE APPLICATION BY GUSTAVO FLORES-CABRERA TO ESTABLISH A TAXICAB SERVICE

**Attachments:** [Taxicab Operator Application\\_Redacted](#)

[Request Letter for Taxi Express](#)

[Publication Receipt](#)

*ORDINANCES ON FIRST READING*

**ORD-26:011** AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-2 TO C-3 FOR PROPERTY LOCATED AT 2005 EAST HIGHLAND DRIVE

**Attachments:** [Application](#)

[plat](#)

[Deed](#)

[EAAAA - Certified Mail Receipts](#)

[Staff Summary](#)

[MAPC Minutes 03.10.26](#)

[AE.pdf](#)

**7. UNFINISHED BUSINESS**

*ORDINANCES ON SECOND READING*

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

**Sponsors:** Engineering

**Legislative History**

2/17/26	Public Safety Council Committee	Recommended to Council
3/3/26	City Council	Held at one reading

*ORDINANCES ON THIRD READING*

**ORD-26:005** AN ORDINANCE TO VACATE AND ABANDON A DRAINAGE EASEMENT LOCATED IN LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS:

**Attachments:** [Drainage Abandonment Exhibit](#)

[Approval Letters](#)

[Petition](#)

[Receipt](#)

**Legislative History**

2/17/26	City Council	Held at one reading
3/3/26	City Council	Held at second reading

**ORD-26:007** AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-6 FOR PROPERTY LOCATED AT 900 N. CARAWAY ROAD AS REQUESTED BY KLAUS PROPERTY MANAGEMENT LLC

**Attachments:** [Application](#)

[Notifications](#)

[Plat](#)

[Staff Summary RZ\\_26-03](#)

[MAPC Minutes 02.10.26](#)

[Publication Receipt](#)

**Legislative History**

2/17/26	City Council	Held at one reading
3/3/26	City Council	Held at second reading

**8. MAYOR'S REPORTS**

**9. CITY COUNCIL REPORTS**

**10. PUBLIC COMMENTS**

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

**11. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-26:021

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON MARCH 3, 2026



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Tuesday, March 3, 2026

5:30 PM

Municipal Center, 300 S. Church

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### PUBLIC WORKS 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** 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Kevin Miller;Anthony Coleman;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent** 2 - Joe Hafner and Janice Porter

#### 4. SPECIAL PRESENTATIONS

##### [COM-26:011](#)

STATE OF THE CITY PRESENTATION BY MAYOR HAROLD COPENHAVER

*Councilmember Chris Moore said, Item four, special presentation. The Honorable Mayor Harold Copenhaver will present the State of the City Address.*

*Mayor Harold Copenhaver stated, Good evening, Council, and everybody in the community.*

*I appreciate everybody for being present. Council, I want to tell you it's an honor to provide you the State of the City Address for Jonesboro. You know, it's an honor to work with Tony Thomas, Brian Richardson, Tonya, Tracy, April Leggett, our City Clerk, and City Attorney Carol Duncan, to invest and improve in our city.*

*This is my sixth State of the City Address, and every single time I'm thrilled for the privilege to stand before you. You know, this is an amazing city, and we're doing amazing things together. I'd also like to recognize our city employees.*

*The city team works incredibly hard to ensure city services and programs run smoothly. Last year, more than one and a half million hours of their labor was dedicated to this community. In the rain, cold, sunshine, and the recent snow, their dedication to the residents of this city is on display every day for this community.*

*I certainly want to thank those who make sure our tax dollars are well kept. Last year, Steve Purtee and our Finance Department processed 107,000 various transactions. They managed nearly 5,000 business licenses and distributed nearly \$40 million in payroll checks. Now, let me back up and restate that. They processed 107,000*

*transactions with a staff of 10. They oversaw nearly \$100 million in revenue, and they did that with exceptional professionalism. In route to receiving 15 consecutive clean audits by the Arkansas Legislative Audit. That means not one of those transactions violated the accounting standards for local, state, or federal law. That's incredible. Thank you, Steve.*

*Lastly, I'd like to thank all the residents of Jonesboro. Jonesboro is a great community. It's a community to build a life in, a family, business, and every individual, though, contributes to our community. You are the heartbeat of Jonesboro. So the state of Jonesboro is thriving because our people make it that way. Jonesboro is filled with amazing people who go above and beyond. Some are in this room. Our financial position is solid. We wrapped up 2025 with \$28.1 million in reserves, \$9.6 million of which is required by city policy. The closing months of 2025 also reflect economic growth and the strengthening of the local economy with sales tax returns month after month surpassing those of the previous year.*

*Our chamber cut ribbons on 150 new businesses in Jonesboro last year. 150. That's 150 new opportunities for individuals to have jobs and millions in the economic impact. There was recently an announcement of a new industry coming to Jonesboro. Innovasian, it's going to bring 200 plus more jobs to Jonesboro. Jonesboro's growth, though, is directly tied to the decisions that's made in this room. Decisions to fund safety needs, quality of life projects, zoning and policy decisions. And allocating funding for infrastructure investments that literally paved the way for development. In this room, decisions are made to fund positions to carry out the needs of the city. Last year, our human resources department onboarded 232 employees to fill existing openings. Ninety-Four of those were employees full-time. One hundred and thirty-six were part-time. Jason Ratliff, the Information Systems team, worked daily to protect our most sensitive information from cyberattacks. The number is in the tens of thousands in attempts of every year. They closed 3,154 tickets for technical help from city employees. Maintained more than 600 computer workstations and even managed last year the transition from Jonesboro.org to JonesboroAR.gov. That included updating every city email address.*

*You are all aware that Jonesboro does not receive the same financial resources compared to any other city our size in the state. Our combined sales tax rate is the lowest among our peers. Unlike most, it also has to pay for services most communities charge separate for, like sanitation costs. Without an aggressive approach to securing grants and appropriations, as a city, we simply could not function. Our Grants Department has handled more than \$75 million in funding in the last five years. Notable funding. They worked hard to secure in 2025 \$1.2 million railroad elimination study grant, a \$500,000 TAP grant for the Marion Berry Overpass, and \$4.5 million in federal appropriations. They worked closely with local nonprofits to assist with resources in identifying and managing our Community Development Block Grant Program that provides \$600 of annual funding back to our communities.*

*To keep pace with market, Council also approved a much-needed cost of living for the full-time employees. Now, after not receiving a COLA for multiple years prior, this marked the fifth straight year of employees receiving both their annual step and COLA. All in all, our 2025 workforce included roughly 800 full and part-time employees, oversaw nearly \$100 million in total revenue, and managed nearly \$15 million in capital improvements. So, as we reflect on the past year and share what next year will bring, we focus on what the blueprint of Jonesboro is and needs to be. It's a dual focus. What's worked and what needs to work. Progress by design, not by happenstance.*

*This is what Destination 100K is all about. To reiterate from last year, Destination 100K is not a goal or a push to grow Jonesboro to 100,000 people. It's coming whether we like it or not. It's about ensuring the coming growth is carefully managed, planned, and adequately prepared for. Between what's happened over the past year and what's planned this year, city investments are in action. For the first time in nearly a generation, the City of Jonesboro issued revenue bonds for capital improvements. Some of these projects have been planned for nearly 20 years. They are finally funded. They will soon be visible with concrete and steel. We will soon begin to break ground on a 9-1-1 public safety center. This is a \$5.5 million investment in public safety. Senator Boozman knows how important this center is. He recently secured \$3.5 million in federal appropriations to enhance this project.*

*For years, a common complaint about Jonesboro was the lack of sidewalks and the amount of traffic bottlenecking on South Caraway Road. We are finally moving forward this year with a funded project. Moving on the project that predates basically all of our city officials and staff. Our Street Department, under the direction of Steve Tippett, works to take preventative steps to extend our road life. They are, though, in a constant state of upkeep. Our street signs, our line markings, managing our drainage system, and maintaining miles of public right-of-way. Listen, we are investing more than \$3 million in road overlays this year from reserves. Like I said last year, it's time we start investing some of our reserves back into our community. Street crews clean nearly 17,000 linear feet of residential drainage ways and mowed 65 miles with heavy equipment. They mow Interstate 555 twenty times and performed 80 miles of litter pickup efforts. In addition to all they do, without hesitation, they, along with several other departments, loaded up to head to Hardy and to Monette to assist when disaster recovery efforts are needed.*

*While not a city government project, most all of our West End neighborhood now rest upon a new sewer system thanks to the multi-million dollar project by our friends and partners at City Water and Light. While those living in the area are aware of the project, many who pass through just assume this is poor road maintenance. To those with that belief, I want to remind them that now that most of the work is complete and permanent repairs will soon begin as warmer weather arrives.*

*Now, not all infrastructure is built for wheels, tires, or feet. Each year, we spend hundreds of thousands of dollars solely on drainage infrastructure to maintain our drainage ways. Just last week released that Congressman Crawford secured an additional million dollars to help flooding along Lost Creek. We will spend nearly one and a half million dollars this year on improving our industrial rail system that supplies our industrial partners with the raw product and transports their finished goods around the world. In 2025, we saw an award of a \$1.2 million rail elimination grant to study crossings throughout the city. This will provide the type of data that we need to secure funding for major safety and infrastructure improvements where our streets meet our railroad tracks.*

*Now, ARDOT is investing in Jonesboro as well. They have more than \$100 million of projects under construction here as we speak. The airport road overpass will soon be completed. Martin Luther King Drive, Jr. bypass is in its final stages. Southwest Drive and Parker are getting a major overhaul and Highway 351 five-lane expansion project will soon serve the Hilltop community, which is growing as fast as anywhere in the state. But ARDOT isn't just pouring concrete here. Director Jared Wiley, who is an ASU graduate, and his team are planting a flag in the form of a regional planning office that will staff more than 20 people because they see what I see. They see what you see. Jonesboro's future is bright, but we better prepare for it right now.*

*Private dollars are also pouring into the city, constructing buildings to housing new residents and businesses. They're choosing Jonesboro. Last year, our inspections department issued more than 5,000 permits. That included approvals of more than 500 commercial and residential construction projects. Our Planning Department reviewed more than 1,300 plan submissions that represent more than \$250 million in improvements. Not only do new construction projects have to meet building codes, zoning codes, or landscaping codes, but they also must be developed in a way that doesn't harm those downstream with stormwater runoff to cause traffic backup. Our Engineering Department conducted nearly 2,000 stormwater drainage inspections last year on commercial and residential development. They reviewed nearly 100 traffic and speed limit requests, conducted 75 traffic count studies, and assisted in more than 1,000 utility locate requests to make underground hazards for projects that involve digging. Folks, those numbers I just shared with you and will throughout this evening represent a lot of work that's performed by a surprisingly small amount of city employees.*

*Our priority is a safe city, but we also want to be more streamlined and efficient community to build in. So, last year, we engaged Matrix Consulting to research our codes, analyze our processes, and make recommendations on how we can both reduce red tape and encourage better projects. That study should be wrapping up soon. I look forward to seeing how we can make those necessary adjustments together.*

*I'm going to move into public safety and quality of life. By most any metric, public safety and quality of life is how a family judges the value of a city. How we as parents decide where we raise our children and where our children choose to build their lives. It's clearly important because most half of our annual budget is dedicated to public safety in one way or another. Nearly \$40 million of money is well spent, though. Jonesboro isn't just a great city. It's a safe city. We just appropriated funding for critical life-saving equipment for our firefighters, a couple fire trucks, and the necessary gear that helps keep all people safe and protects our coveted ISO rating 1. If you want to know more about it, though, please sign up for the next class of the new Citizens Fire Academy. An increasing population naturally results in more calls for emergency services. Firefighters responded to 10% more calls in 2025 than in 2024. That's 11,501 calls. They conducted 3,200 inspections and reached more than 13,000 residents and youth through public education pieces. So thank you to Chief Marty Hamrick, Assistant Chief Bassham, and Ricky Howton. And thank you for every firefighter for what you do.*

*Now, even with Jonesboro's considerable population growth over the last decade, recently released statistics by the Federal Bureau of Investigations show violent crimes is the lowest in Jonesboro has seen in a decade. Now think about that. More people, less actual crimes committed. That's impressive. You know why? It's because our Police Department is impressive. Thank you to your leadership, Rick Elliott, and Assistant Chief Lynn Waterworth. Our Police Department oversees more than 800 cameras that were referenced over 2,000 times in investigations last year for the Realtime Crime Center. They processed more than 1,500 FOIA requests last year. Officers participated in more than 100 community outreach events and connected with 25,000 residents. Safety is a priority, also for our furry friends as well. Under the leadership of Larry Rogers, our Animal Services Division sponsors regular, low-cost shot clinics with residents. Thousands attend a year to receive that. That takes a lot of work that people have no idea what goes on behind the scenes. They keep a watchful eye, as well, on disease trends and Rabies and Distemper and rescue an occasional*

*kitten from storm drain every now and then. You know, lives are being saved, though, monthly by our newly-incorporated and trendsetter, award-winning Emergency Medical Dispatch Program, incorporated by our 9-1-1 dispatch team led by Director Ronnie Sturch and Melanie Bennett. In 2025, more than 100,000 calls were answered by our dispatchers. Seven of those calls were dispatchers saving a life calmly and walking panicked loved ones through CPR, and one of those recently even provided support to successfully deliver a baby.*

*Our city is cleaner. Now, thanks to the hard work of our Sanitation, the dedication of Keep Jonesboro Beautiful Committee, and our partnership with Breaking Bonds Ministry. You know, we have challenges in this community when it comes to trash and litter in our community. But it's all of our responsibility to do our part. Code enforcement, led by Scott Roper, investigated more than 7,500 cases in 2025. Nearly 7,000 of those are now in compliance. Think about that. Think about that. Between condemnations and working with property owners, more than 100 blighted structures were demolished and removed from our neighborhoods. Park rangers. What a success for our community and for our parks. It provides safety at a level that we haven't had before and a communication between our community. Our Sanitation Department, in addition to providing daily collection, saw more than 250 tons of junk. Over 1,000 tires brought, though, directly to us, either through our monthly neighborhood clean-ups and our new bulky junk drop off on Lacey Drive.*

*We invested significantly in parks last year, but not with just dollars. We did it with hands. We did it with backs and the hearts of the best park staff in the state. They've been through a lot lately, but they've stayed focused on what matters, and that's service. Service to our community. Planning for a new park in northeast Jonesboro is well underway. This project is possible thanks to a million-dollar grant by the Arkansas Parks Grant and a \$100,000 act of heartfelt benevolence by the Junior Auxiliary of Jonesboro. Allen Park, University Lions Park, saw totally new playgrounds installed in 2025. Allen Park was also a recipient of a brand-new splash pad. Our beautiful walking path around Craighead Forest Park is now lit to provide more than 100,000 park visitors a year the ability to walk at night when the day gets short. We cut ribbon on a new pocket park downtown, and we're working daily to improve our recreational sports and activity offerings. I look forward to seeing the continued improvements in our system with the new ideas championed by Director Jim Stearns. Walls now stand tall at the Ridge Athletic Center, drive by and check out the progress. This time next year, I look forward to watching young athletes from around the country competing in multi-day tournaments, packing our hotels, restaurants, and stores. But this amenity won't be just for sports tourists. It will provide year-round swimming opportunities for Jonesboro residents. 200,000 square foot of indoor recreational space and outdoor aquatics parks.*

*You know, there's momentum as well building in downtown, too. Hey, the old bank building is gone. That's prime real estate for development. New restaurants are opening and thriving. We're seeing great attendance as well in our festivals and events, one of which saw thousands pack downtown to watch the historic Clydesdales parade downtown on Main Street to an outstanding fanfare. Look in every direction. You see growth. What's happening in Hilltop, what's happening in Southwest Drive is amazing. The core is also improving. The once struggling Caraway Road is now lined with new development and homes in the historic West End neighborhood. They're as popular as ever.*

*We have a lot to be proud of in Jonesboro. But, folks, we have a lot to accomplish. A city can be stressful if people can not get where they want to go or need to go.*

*Infrastructure moved from here to there is a serious but expensive challenge. It's an evolution of a growing city. More is a wonderful problem to have when you consider the alternative is decline. We recently submitted a \$21 million build grant application to add vehicle capacity, make intersection improvements on Caraway Road, and add a long overdue pedestrian walkway from I-555 all the way to Highland Drive. Our NPO works daily on identifying immediate needs and long-term goals, including completing the 2050 Metropolitan Transportation Plan. They work together on planning future highway routes. ARDOT and our consistently seeking ways to make our roads safer. But not everyone can or wants to drive everywhere. So, we will soon be renovating the Marion Berry Overpass. This joint project with Arkansas State University will create a direct trail connection between the university and downtown Jonesboro.*

*We are investing in making Jonesboro more walkable, more rideable with our JBR trail system. The new JBR brand was envisioned, thanks to J.D. Rainwater and other connectivity committee members, to both provide an identity for our system and to show that progress should be celebrated, but not defended. We should all stand united in making Jonesboro safer for all residents to enjoy.*

*Taking pride in doing the right thing isn't always easy, though. There are plenty of naysayers who think pedestrian infrastructure is a waste, that buses, trolleys are worthless, and if a dollar spent doesn't directly benefit them, it's bad government. Cities don't design for one person, one special interest group, or a vocal minority. Nor is Jonesboro about just you or me. It's about all the residents. So, to the naysayers who think pedestrian infrastructure is a waste of money, I say saving lives starts with investing in them. Investing in mothers, fathers, children, grandparents, and friends who choose to have, to navigate our community without a vehicle. They matter to me, and I know they matter to this City Council, and I know we won't turn a blind eye to the basic needs of our community. Connectivity also means better connecting Jonesboro with other communities. Our airport will soon open its doors on a new \$6 million terminal building. Our runways have been strengthened. They've been lengthened to handle larger planes and carry more passengers to and from Jonesboro. As a direct result of more than \$20 million in investment in our airport in the last four years, we've received four commercial bids for air services this past year, two of which were jet service. So, the connectivity isn't just about physically connecting people either. It's also about sharing ideas, achievements, and connecting Jonesboro's story with other communities and potential future residents.*

*Council, great cities set trends. This year, Jonesboro brought home three trendsetter awards. On a statewide level, we were recognized as trendsetting with our emergency medical dispatch system, the first of its kind park ranger program, and the JBR connectivity system efforts. Joyfest was awarded the Arkansas Parks Association Event of the Year, and our first annual skirmish gravel cycle race was named Festival of the Year by the Arkansas Delta Byways. The Downtown Jonesboro Alliance won Downtown Revitalization Award for the City of Jonesboro and was named Volunteer City of the Year for youth engagement by Engage Arkansas. That's a big deal.*

*In Jonesboro, we do big things, and people from big areas and small ones, they see them. They attend our festivals, and might I dare say they envy what they see going on here. But you know what? That's something for us to be proud of, because when your city is being recognized across Arkansas, across the region, and across the nation, when other communities are looking to us, for example, you know what? Council, that's worth celebrating.*

*Connectivity is also about how the government connects with residents to keep them*

*informed. Our Communications Department processed 294 FOIA requests in just FOIA last year, and dozens more via email or in person. That's hundreds of hours spent researching relevant documents, reviewing and uploading them into a system for fulfillment. They filmed and produced 59 videos, 39 press releases, and created 36 community progress reports along with hundreds of public service announcements and covered in detail the Citizens Bank building project with regular updates.*

*So when we talk about overall city connectivity, public transit is also a foundational piece. We've seen all the new trolley buses we acquired in my first term. We've expanded that fleet, though, and more are on the way. We've added routes, began a partnership with Arkansas State University to connect students with the community. We operate the Red Wolf Express to ferry people from downtown right to the front gates of home football games, and they're updating our bus shelters as well, that y'all are aware of.*

*Now the future. Nothing we do or that any city does, for that matter, is universally agreed upon by every resident. All of us have ideas for what's best for the long-term growth of our city, but contrary to how other cities and towns prepare for growth, we need public input. We want to grow Jonesboro together. This past August, we funded Plan Jonesboro. We kicked it off last month with an open house at Earl Bell. We had over 100 members from the public that attended. We're hosting events and meetings, and a big one is happening this month in the form of a week-long event at the Y on March 30th to April 3rd. Please participate. This is an effort to show the open door and challenge the public to get them involved, to be a part of the solution, to help craft a blueprint, a blueprint to a smarter, safer, stronger city that belongs to all of us.*

*So in conclusion, growth is exciting, but it's expensive. To be ready for growth to propel us rather than to burden us, it's going to require more investment, not just from the government, but from the community. It's more hospital beds, more homes, more roads, more entertainment venues, more businesses, more jobs, more vehicles. We have to be prepared. Police presence, fire protection, it's going to be expensive, and we need more of everything. The cost of doing business in the city continues to rise, just like the cost of operating in the private market. In Jonesboro, when you look back 10 years, compared to today's number, it's eye opening. Police salaries are up 63% since 2015. Firefighter salaries are up 52%. Concrete is up 25%. Asphalt is up 50%. Across the board, the price of doing business climbs each year. At some point soon, conservative budgeting simply won't be enough to meet the demands of a growing city with needs. We are past due a new police station. We need two new fire stations. We're spending more on road overlays than ever before. But Council, that barely keeps up with the needed maintenance. So to succeed, we must plan. We must plan to invest our limited resources wisely, and most importantly, work together. Work together with our state and federal leaders for continued funding. Work together with our wonderful chamber to attract jobs. And work together with Arkansas State University and ASU-Newport to keep churning out a talented workforce. You know, we must work together with our local schools. Provide our children with the foundation needed for success. As I have always said, if you can't see it, you can't be it. If you can't see it, you can't be it. And if we don't allow our youth and our community to see it, then shame on us. We need to make sure that we work with charities and non-profits, serving those in need, and work together with community and faith leaders to guide our journey with wise counsel.*

*You know, I'm honored to serve alongside this City Council for the way we represent this community. We don't always agree on every matter. And we shouldn't. But a healthy debate of goals and thoughts is what drives new ideas. What's important is*

*that we never lose sight of why we are here. That's to work together in a way that best serves the people of Jonesboro. I consider myself and the residents of Jonesboro very fortunate to benefit from the years of combined experience in municipal service present in this room.*

*I've discussed a lot of numbers, stats, and financial figures this evening. I know it's a lot to process. There's a lot going on. But all those numbers can add up to an overall total of one. One goal. One responsibility. To make Jonesboro the best city we can. I want to thank each and every one of you for your continued support of our great city. Your friendship and your dedication will provide this community a bright future. Thank you, and God bless.*

*Council, thank you for allowing that time this evening.*

**Read**

## **5. CONSENT AGENDA**

### *Approval of the Consent Agenda*

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

**Aye:** 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Kevin Miller;Anthony Coleman;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 2 - Joe Hafner and Janice Porter

[MIN-26:018](#) MINUTES FOR THE CITY COUNCIL MEETING ON TUESDAY, FEBRUARY 17, 2026

**Attachments:** [CC Minutes 02172026.pdf](#)

**THIS ITEM WAS APPROVED ON THE CONSENT AGENDA.**

[RES-26:014](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO A PLATFORM SERVICES AGREEMENT WITH CUBIC TRANSPORTATION SYSTEMS, INC., FOLLOWING A COMPETITIVE REQUEST FOR PROPOSALS PROCESS

**Attachments:** [Jonesboro AR Platform Services Standard Agreement.pdf](#)

**THIS ITEM WAS APPROVED ON THE CONSENT AGENDA.**

Enactment No: R-EN-037-2026

[RES-26:016](#) A RESOLUTION TO PURCHASE FIRE DEPARTMENT SAFETY AND RESCUE EQUIPMENT AND AMEND THE FY2026 BUDGET

**THIS ITEM WAS APPROVED ON THE CONSENT AGENDA.**

Enactment No: R-EN-038-2026

## **6. NEW BUSINESS**

ORDINANCES ON FIRST READING

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

*Councilmember John Street motioned, seconded by Councilmember Chris Moore, to suspend the rules and offer ORD-26:006 by title only. All voted aye.*

**Held at one reading**

**7. UNFINISHED BUSINESS**

ORDINANCES ON SECOND READING

[ORD-26:005](#) AN ORDINANCE TO VACATE AND ABANDON A DRAINAGE EASEMENT LOCATED IN LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS:

- Attachments:**    [Drainage Abandonment Exhibit](#)  
                           [Approval Letters](#)  
                           [Petition](#)  
                           [Receipt](#)

**Held at second reading**

[ORD-26:007](#) AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-6 FOR PROPERTY LOCATED AT 900 N. CARAWAY ROAD AS REQUESTED BY KLAUS PROPERTY MANAGEMENT LLC

- Attachments:**    [Application](#)  
                           [Notifications](#)  
                           [Plat](#)  
                           [Staff Summary RZ 26-03](#)  
                           [MAPC Minutes 02.10.26](#)  
                           [Publication Receipt](#)

**Held at second reading**

ORDINANCES ON THIRD READING

[ORD-26:004](#) AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-7 FOR PROPERTY LOCATED AT 1306 CHARLES DR. AS REQUESTED BY WESTON WAGNER

**Attachments:** [App\\_1306CharlesDr](#)  
[Staff Report- RZ-26-01](#)  
[MailReceipts\\_1306CharlesDr](#)  
[Rezoning MAPC 1.13.26](#)  
[Receipt](#)

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

**Aye:** 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Kevin Miller;Anthony Coleman;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 2 - Joe Hafner and Janice Porter

Enactment No: O-EN-011-2026

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

*Mayor Harold Copenhaver reported on the following: I'm going to begin tonight's comments as though you all haven't heard me speak enough by recognizing, though, the unfortunate passing of Bruce Burrow. He died Thursday at the Flo and Phil Jones Hospice House in Jonesboro. Most of you knew Mr. Burrow. He was a renowned commercial real estate developer who chose to build his career in Jonesboro. He was instrumental in the building of the Mall at Turtle Creek, a project in which he took great pride. He built Wal-Mart centers, hotels, and many other retail buildings. So it is not an exaggeration to say Bruce Burrow made an impact on Jonesboro and helped build the city that we live in today.*

*Last week, I had the pleasure of welcoming the Leadership Jonesboro class of 2026 to City Hall. We discussed city operations, future projects, and key initiatives in shaping Jonesboro. The group engaged in a great question-and-answer session discussing everything from community growth to economic development from a city perspective. The group also met with the Jonesboro Police Department and Fire Department touring the facilities, viewing equipment and vehicles. You're never too old to be fascinated by firetrucks, all the while gaining close-up insight to public safety operations. We're proud to see these leaders learn more about our city works. Thank you to the Regional Chamber of Commerce for fostering leadership and civic engagement.*

*There were some well-attended entertainment opportunities last week in support of our community clubs and foundations. The Foundation of Arts hosted an extreme karaoke night Friday, and the city staff was represented by Cliff Nash, who came away with a second-place prize. But I think the key is, he had 30 city supporters from the community there that are city employees. So that's the kind of support that our employees provide to other city employees. I understand the rest of the crowd know exactly who the city staffers were and supported him that night.*

*Saturday night also marked the occasion of Jonesboro Junior Auxiliary's annual charity ball. With more than 650 attendants and their auction. The event raises enough money to support many efforts in our community, including their own donation of \$100,000 to our new park being built in East Jonesboro. It was a great time, and I was proud to have the pleasure of taking my daughter to the event.*

*At this time, I would like Steve Purtee to come forward and take the podium to explain to everyone the current accounting processes of our City Youth Sports Program.*

*Finance Director Steve Purtee said, thank you, Mayor. Good evening, City Council. Just wanted to go over a few comments, basically an overview of our accounting for youth sports. Recently, you've received updates from Director Stearns on his department's continuation and transition of youth sports activities.*

*Mayor Copenhaver asked that I also update the City Council on the transition of the financial and accounting process for the same. All youth sports financial activities are presently being reviewed by the Finance Department and have been since early December of last year. Accounting systems are being developed to include reporting of all youth sports activities consistent with existing park activities.*

*I'm going to go through several sections relative to that process, that transition. First, internal audit process. In the early stages of the transition, we reestablished the audit contract service that was earlier being provided by Mike Burroughs. Mike is a retired legislative auditor and former City of Jonesboro City accountant. He most recently provided internal audit reviews of select cash activities and audit of receipt records for the city. Mike's focus on this transition has been reviewing all cash activities generating through youth sports for the existence of proper documentation, evidence of proper controls, and verification of proper disposition.*

*I want to go through an overview of several account groupings or grouping of activities. Number one, deposits, a real important feature, a function of parks activities. All deposit activities are now processed by the Business Collections Office here at the Municipal Center.*

*Immediately during the transition, Director Stearns developed standard operating positions or procedures for his staff to follow relative to the handling of cash and cash activities within his department. These procedures provide for account verification, dual control, and have been expanded to provide for the ability to account numerically. What I mean by that is via tickets, arm bands, et cetera, for event admission.*

*At present, while it may be impractical to numerically account for all concession activities, this handling of cash still follows the verification and dual control measures that have been established. All of these activities are reviewed by our internal auditor, Mike Burroughs.*

*Let me talk about withdrawals. Dual control measures are maintained throughout the establishment of the starting cash position. What I mean by that is you have a certain amount of starting cash that starts each event. The same starting cash balances are accounted completely through restoration of the account wherefore they were drawn. Expenses are documented with actual invoices and are reviewed for legitimacy consistent with the softball program has been for a number of years now. Check registers for contract work or payments are provided and reconciled to the bank records. Timesheets presently being used in the softball program for the payment of officials are also being developed to use in all youth sports. All purchasing within youth sports will be approved according to the purchasing guidelines approved by this City Council in June of 2023.*

*Let me talk about electronic activities. These will be relating to event registration, credit card settlements, those types of things. All electronic activities are verified through the vendor portal activity detail. And proper disposition is verified through the bank records and then confirmed by our city accountant or internal auditor rather. Let me kind of go over the accounting process itself. Reporting will be provided through*

*the currently existing sports program cost center. Director Stearns has approved the establishment of four different sport grouping categories consisting of youth volleyball, youth basketball, youth soccer, and youth football and cheer. Subaccount general ledger accounts will be established for each. These general ledgers will account for direct costs for each sport. Indirect costs will also be accounted for by sport to the extent possible.*

*Due to the seasonality of the majority of these programs and the overlap of parks staff serving these sports programs, it may be impractical to account for all costs at the sport level. However, all expenses will be accounted in the sports program cost center. Further for accounting, the frequency of reporting will be monthly, consistent with all other financial reporting as you have your December financials in your packet this evening.*

*Since previous youth sports activities were not accounted for through the city financials, budgeting will be developed with administration and Director Stearns' input. A future budget amendment will be prepared for City Council approval.*

*Another key component of this transition is a review with Legislative Audit. Legislative auditors will be here the week of March the 9th, that's next Monday, to begin the 2025 audit of the city's financials. As youth sports accounting systems are developed, these practices and routines will be shared with them to seek their initial input on them. As far as a future process, current software services for most park activities are supported by the active software vendor.*

*Director Stearns and staff are reviewing to see if the available equipment and process may be expanded to support youth sports as well. In my final comment, Mayor Copenhaver requested that at the same time, expansion of the existing accounting systems, that we should also include a consideration be given to establishing a reserve that may be considered for future expansion of additional youth sports program opportunities. He has requested that the remaining reserve of the previous fund be set aside as restricted funding for future youth sports. This fund will then be available as seed money for the growth of additional youth sports program. The alternative option is that this remaining reserve become part of the general fund. Setting aside a specific reserve will preserve the remaining fund for how it was originally established, considered around youth sports. As of December 31, 2025, this reserve was approximately \$70,000.*

*Mayor Copenhaver said, earlier today, I took part in the US Mayor's Conference panel meeting, serving as a panelist. I had the opportunity to share information about our rail crossing project, which is making progress. If you recall, the rail crossing project is an information system that, among other features, helps our E-911 dispatchers route emergency response vehicles around road crossings that may be blocked by train traffic. If you can imagine the life-saving impact that will have. But more importantly, there were 200 mayors across the United States sharing ideas on how to improve their community. And so it was an honor to be a part of that panelist group.*

*Council, I hope you're able to take a minute to read the press release this week about the Planned Jonesboro Project. I'm happy to see the strong turnout for the first meeting, and the continued interest of the citizens participating in this 30-year planning project for setting priorities in the growth of the city.*

*I have a few folks I'd like to recognize tonight for their achievements. First, there's Roger McKinney, who thoughtfully and faithfully is the caretaker of the Jonesboro*

*Black History Museum for the E. Boone Watson Center. He received the Living Legacy Award from Arkansas State University Living Legacy Program. Also, Dr. Charles Coleman, one of our own, was awarded the Ed Way Community Support Award at the recent Red Dress Gala in support of the Community Health Education Foundation. I also want to congratulate our Employee of the Month, Dennis Trinidad, from our IT department. And thank you for First Security Bank for sponsoring this program for the city. And lastly, I would like to say thank you to Donna Malone. I'd like to say publicly, I appreciate you taking on the challenges the last two years of communications. It's a growing demand that we see change every day. And it can be stressful in so many ways that the community doesn't appreciate the job that you did. We as a committee want to say thank you to you publicly. And we wish you well on your second retirement. But more importantly, you're going to stay here in our community. You're going to be engaged, and that's what it's all about. So thank you for your commitment to the city of Jonesboro. Thank you, Donna.*

[COM-26:010](#)

DECEMBER 2025 FINANCIAL STATEMENTS

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

Filed

## **9. CITY COUNCIL REPORTS**

*Councilmember L.J. Bryant said, a couple of things. Steve referenced the \$70,000, I guess, that was left over from City Stars. So, my question is more for Ms. Duncan. Do we have any concerns about doing anything with that before the potential indictment or the end of the FBI investigation? City Attorney Carol Duncan replied, none have been expressed to us from the FBI. They actually also have an amount of cash that they seized during their initial visit to the Parks Department that they are looking at trying to get returned to us. We're just waiting on that to occur. Councilmember Bryant said, and I'll say a couple of other things. I've got like three or four notes, and I'll try to be quick, because we've had a long meeting. I agree with the Mayor on sidewalks, and I appreciate your commitment to that, because it is important. And I can't remember the percentage of people in this community that don't drive, but it's like a shocking percentage. Mayor Copenhaver said 20%. Councilmember Bryant continued, 20, okay, there we go. So it's a really shocking number, and we tend to, like you said, we tend to think about what we do. And, most people in this room probably have a car, too, and we can get around. We don't think about others enough. So, I think that's a really good point. And I'll say, too, about the growth of the community. I spent the weekend in Little Rock, and there was a headline in Little Rock this weekend that their Fire Department's so underfunded, like the people are responding in their personal vehicles to calls because some of the fire trucks aren't working. So, I think as we look long term, we're going to have challenges because the growth is coming. And then I think, too, we're up simultaneously against people's lack of trust in government in general. It's not here, but just a national trend. And we see in Florida, there's a trend to reduce property taxes. And granted, we don't get very much money from property taxes, primarily, I guess, police and fire pension, but I think there'll be challenges long term as we try to seek any other money, so I'll make those points. And I'll make two other points. We were challenged, I guess, I was gone last meeting, so I guess it was the meeting before last. We were challenged to kind of look into some of the City Stars stuff. And a lot of people have, there's been a lot of FOI requests, and I've tried to review some of them, and poor Donna, I mean, they're a lot. I mean, I tried to pour through some of the requests, and it's so much to review, and I primarily looked at two, I guess, that others had requested. There was a two-page summary from the Parks*

Department about people working tournaments, and I think my concerns on that one was we didn't have records about who had worked the tournaments on this two-page. So that concerned me from a couple of different perspectives. You know kind of from a Department of Labor perspective, and from an overtime perspective, and just the threshold of salary employees. Of course, you can make work overtime with salary employees, but you can't make work overtime based on certain thresholds. And so that was a concern for me on that one. And then the other, and this was more of like, I think, kind of the Daniel Gary thousands of documents. I mean, I don't know if I had 100 hours if I could possibly review all of them. But in doing the best I could to review them, there were so many invoices to City Stars in the past that went to city employee email addresses and had their Earl Bell Community Center address on there. So I think as we go forward, we just need to make sure we all try to review those materials as we really try to acknowledge what happened in the past. Mayor Copenhaver said, thank you for your comments.

Councilmember Dr. Anthony Coleman said, not much. Thank you, Mayor, for sharing today and to each of you. Just, I literally just thought about this when Councilmember L.J. was sharing, and I just wanted to know, and we don't have to answer today, but Carol, y'all just have to help me understand this. So we're taking over the City Stars thing, but then it was run by a non-profit. And I just want to make certain that we were legal. Ms. Duncan said, we're not taking over the non-profit status. The 501C-3 still exists, and they own that. So all they did as a board of the non-profit was transfer the money, basically, to the City of Jonesboro. I mean, that's the easiest way to explain it. They transferred their financials to us so that we could take over that. But we don't have anything to do with the 501C-3. Councilmember Dr. Anthony Coleman said, sure, but it's in their documentation that they- Ms. Duncan continued, if there was any documentation, they transferred that to us. I haven't seen it. My understanding is that was limited as to what we got. Councilmember Dr. Anthony Coleman said, no, I'm saying even documents. So I'm including minutes that saying, hey, I just want to make sure we're legal. Ms. Duncan replied, yeah, I mean, my understanding is their board voted to turn that over to us. That's what, before we considered accepting that money from them, we requested that their board voted to turn that over to us. My understanding is that occurred, and then beyond that, I don't know how much documentation we got from City Stars as far as what was happening. But that's where we are. We mostly took over the financial part of it. And of course, ultimately managing youth sports, yeah. Councilmember Dr. Anthony Coleman said, sure, that's all, thank you.

Councilmember David McClain said, I've got a couple, a little bit of stuff that I need to want to visit about. Couple things, one, from Steve's comments, where are we in terms of moving to either partial cashless in terms of youth sports? I know I've had someone send me a picture from a table from one of the events around town that was cash only. So how far out are we in terms of moving to a system where we don't only take cash? Mayor Copenhaver asked, Jim, you got a few minutes? Kind of give us an update. Parks Director Jim Stearns said, so working closely with IT currently to assess the equipment cost and the infrastructure it will take to make sure there is solid Wi-Fi at all facilities. We put together a phase one program, which would just be equipment cost. I have that. I can gladly send that to you. And then IT and I working with Ritternet with the other various internet providers to see what the cost would be to truly create all our parks with solid Wi-Fi. Councilmember McClain asked, okay, and you think that's going to be next 30, 60, 45, how many days do you think? Mr. Stearns said, the first phase of the program, I can send that document to you in the morning. We're still waiting on a little bit of info from IT, as well as from Ritternet to see what that cost would be to make sure there's enough Wi-Fi at all places to truly convert. Mayor

Copenhaver said, Jim, also going to the accountability at this point, and I think Steve alluded to it as well, the checks and balances you currently have. I mean, you're obviously still dealing with cash, right? And I know it, I go every weekend as well, and so the processes are in place. Mr. Stearns replied, currently, the process of handling cash is very solid. There's multiple accountability trails, multiple checks and balances to make sure that cash is accounted for, and each person gets some semblance of a receipt when they make that transaction, either through a ticket, an armband, or a pass card. Councilmember McClain said, All right, a few other questions. So I appreciate you number one, sending that response to my email. But one in particular question, I really feel like we need to get to the bottom of. And my question was, has the city looked into whether any employees have been paid in cash at any time? You mentioned city employees have not received cash compensation from the City of Jonesboro, so I understand that. But I think beyond that, I think the follow-up I have is, have you asked Parks and Rec employees, have they been paid in cash in the past for working events or in the form of Christmas bonuses? Mayor Copenhaver replied, no, I'll get back with you on that. Okay. We have not. Okay, we have not, okay. I have not, no. Councilmember McClain said, okay. If you, however you get back to me, I really would appreciate it via email. And then I think also, and a few other questions I'll have here in a second, that we should have, the Council as a whole should know the responses. So a couple other things, as Mr. Bryant said, you encourage some citizens to look things up. Part of some of the information that was sent to me, as it relates to City Stars, that goes to our city parade, the Christmas parade that was held. One of the biggest questions, I think one of the biggest concerns I have is, were you aware the Christmas parade was run through City Stars? And all the financial transactions were run through that account. I didn't know if you knew that. Did you know or? Mayor Copenhaver said, no, I don't. Councilmember McClain said, was there, I guess who made that call and why would we do that in the midst of a lot of concerns and questions about the finances? Finance Director Steve Purtee asked, may I? Mr. McClain, I think if I will indicate this, I will confirm this. Through the A&P Commission, they funded \$500 to the Christmas parade fund through City Stars. There was a check that I saw in the account that, where that was processed by the parade committee. So that's the only thing parade related, and I'm aware of it. I can confirm that. Councilmember McClain said, okay, yeah, like I said, I'd appreciate it. The same thing, whatever response you guys. Mr. Purtee said, may I ask a question? What information do you have that I can reference to see that? Councilmember McClain replied, yeah, so I'll send you some information. Mr. Purtee replied, so that I can verify. Councilmember McClain said, for sure, I'll send you some information that was requested, again, from a FOIA request that shows City Stars, the parade money was run through the City Stars account. So I'll send that to you. Mr. Purtee responded, I'm not familiar with that FOIA. Councilmember McClain said, okay. Chief Administrative Officer Brian Richardson said, yeah, kind of thinking back on this, if we look back in time, of course the parade was going through a position of, they didn't exactly know who was going to take it over when the Foundation of Arts kind of stepped aside. And so there was a committee that was formed for the parade. And kind of that committee chose to engage with City Stars, because there had to be a nonprofit to be able to work that through, since it was going to be related to, I guess, donations or account fees or whatever type of entry fees that they had. And that was a decision that was made by the, I guess you'd say the showrunners of the parade, I know that Heather Talley's kind of been heading that up. And I would say that on any questions regarding why those decisions were made or anything, as far as the accounting goes, that Heather would obviously have some information on that. But as far as the city involvement, we don't sponsor parades. We worked with them to help make sure they have what they need to be able to do it. So, and that would be it. Councilmember McClain continued, So like I said Brian, the biggest concern I had is we ran it through.

Now, I guess I don't understand why we could not run the funds through the city, just straight directly to the city. Mr. Richardson said, well, and just a clarification, we didn't do anything. The City Parade had a committee that worked with City Stars. So, as far as I know, there was no money from the parade that ever came into the city coffers. We just assisted them with event requests and some special event codes and all that kind of stuff. Councilmember McClain said, that's all I had. So, like I said, if you want me to shoot you, I will. But like I said, I would love for you to respond to the full council. I don't know what we need to do, Carol, to be compliant with FOIA. But I do feel like everybody, we all need to get to the bottom of things. Ms. Duncan replied, I'm not sure what the question is about FOIA. Councilmember McClain replied, So if he responds, if he sends an email to the questions I've asked tonight, if he sends it to the full council, what does he need to do to make sure we're compliant? Ms. Duncan said, I mean, I think that FOIA allows you to provide information. So I think that would be considered background information that could be provided. I mean, obviously, anybody who wants a copy can request it, and I'm sure they will. But I don't think there's anything wrong with providing background information to the council. We just don't need to have another discussion via email about that information. Councilmember McClain said, I understand that. Ms. Duncan continued, I will say that initially, just to answer the question about employees being paid with cash. Initially, we were very cautious about asking any employees any questions after our first meeting with the FBI. Because of the fact that it was an ongoing investigation and they were going to be initiating interviews with employees. And we felt it was important to step back from asking any questions that were involved in that investigation and allow them to do their investigation. We didn't want to do anything, should that investigation or that questioning implicate anyone else, we wanted to not have interfered with that. We wanted to allow the FBI to do their investigation. So part of that decision was after our first meeting that we were not going to ask any questions until the FBI conducted their investigation. So I don't know where we are in that now. We can certainly reach out to the investigator and make sure that we're good to ask our own questions at this point. But I do want y'all to understand why after I met with Director Stearns and I were in a meeting with the investigator and we did not want to do anything as far as asking questions about cash payments that would in any way impede his investigation of that issue in case there were other people that he needed to take a look at, if that makes sense. Councilmember McClain said, yeah, it makes sense. But since then, there's been no conversation. Ms. Duncan said, as far as I know he's not finished with his investigation until it gets to an indictment or a grand jury or however they proceed with that. So we have just let that part of the investigation be handled by the Federal Bureau of Investigation so as not to interfere. But I can certainly reach out to him and say, we've had these questions from Council, is there any concern now with us? And I don't know if he's conducted every interview he intends to conduct. I know he's conducted quite a few. I don't know if there's still some that he's working on. But I can certainly reach out and ask that question and see if we are good then to interview our employees and ask those questions. We just did not want to impede his investigation in any way. Councilmember McClain said, okay, thank you.

Councilmember Chris Gibson said, just real briefly, I don't have a timeline nailed down just yet, but I will be calling a specially called public services meeting in the very near future.

Councilmember Chris Moore asked, Mayor, what was the timeline on the repairs on the streets downtown from CWL's sewer? Mayor Copenhaver said, we've got the meeting Thursday morning at 9 o'clock. So I'll get that information to you expediently. So they're ready to move forward. Councilmember Moore replied, I think most people downtown are ready to move forward. Mayor Copenhaver said, we are too.

**10. PUBLIC COMMENTS**

*Matt Daniel, 2203 Doral Drive, Jonesboro, said, for the record, I voted for Mayor Copenhaver. I believe he earned his seat in the election cycle, much like his actions have earned the seat that he is sitting in tonight. Also, for the record, I'm a first time speaker in front of this Council. I may have been in Council a handful of times in my lifetime, including once when I received a key to the city, which I still proudly display in my home. I've never had a desire to stand at this podium. I'm not here tonight because I enjoy this. I'm here because clarity matters. I'm aware, at the conclusion of this meeting, I may be painted in a negative light, viewed as an enemy, or even targeted. That would be unfortunate, because as I can promise you, I have no desire to be any of the three. In fact, the opposite. I would like to point out that my resignation letter was a standalone document sent to the Revolution Football Club and came almost a year ago. I deferred both to the city's leadership and vision intentionally. I made no accusations, mentioned no titles, and certainly no singular person by name. That was also intentional on my part, out of respect at that time. Yet, here we are. This conversation is heavy, and I recognize that. I want to be clear for any backlash that may come. I speak for myself as a single person. I do not speak for my wife and children, my parents, or any extended family, or any long-lasting relationships that I have in the city where I was born, raised, and chose to return my family as a positive contributor in a place that I love dearly. This burden tonight is mine and mine alone. Leadership requires hard decisions and the willingness to address what others would rather avoid. Let me begin with this. I'm not here to discuss criminal liability. The FBI will determine that, and I respect that process completely. What I am here to discuss is governance. In his very deliberate comments to this Council on February 3rd, the Mayor closed his statement with this. I won't change my integrity, and I won't lie. Integrity and truth. At that same meeting, the Mayor referenced my name and my resignation letter and publicly stated that parts of it were incorrect. Accuracy matters to me. So I reviewed my letter. I reviewed the proposal and also other documentation, and I stand by what I wrote, every word of it. The Mayor stated that the proposal we presented, at his request, by the way, sought \$500,000 public funding free from city oversight. That is not accurate. Plainly, not true. The proposal clearly stated initial funding would be established in part by transfer of funds already existing within the City Stars Booster Club, and that the city would have full visibility into accounts and the ability to audit at any time, clearly not free from city oversight. The Mayor stated it was an incorrect belief that the city controlled aspects of the City Stars budget. My actual words were that city employees control the budget. And as you all know, the parks director, a city employee, did in fact control the City Stars budget and operations. It appears it may have always been set up to run that way. In my letter, I wrote the city was committing a large portion, which has a subjective understanding of the proposal number to facility programming and staffing. The Mayor stated that the city contributed a definitive zero towards City Stars, yet three city employees were paid to work City Stars leagues and events, that was their jobs, one of those being soccer, of course. Those positions exist on city payroll. Additionally, they have part-time sports staff that work for the city and work conducting youth sports, formerly City Stars. That is also documented, both included in an email from the department head on February 9th, six days after the Mayor's statements, a direct contradiction. I'm not here to debate intent. I'm not here to assign motive. I'm here to simply clarify the record. But the examples above do not stand alone. The city has publicly maintained that the City Stars operated independently and outside of oversight, yet contracts, payroll involvement, event insurance filings and operational interweaving shows a far more entangled relationship including a Christmas Parade under this administration. Outside of the purpose of the original agreement of youth athletics. I do maintain with conviction even*

*if it isn't our business how outside entities handle their accounting, it falls solely on our governance to make sure the organizations or businesses we have relationships with are healthy and they are honoring their portion ethically and with good faith. If the contract relationship is unhealthy, break it. If there is no contract, even better, just start anew. Individually, each of these might be explained away, but collectively, they reveal something larger. When public statements do not align with written records, when oversight appears blurred, when independence is claimed, but attainment exists, when oversight appears blurred, when independence is claiming entanglement exists, that is not a technical disagreement. That is a governance issue. Regardless of indictment, regardless of any proposal, regardless of personalities, leadership is not measured by whether mistakes happen. Mistakes happen in every administration. Leadership is measured by transparency, ownership, and corrective action when concerns are raised. Concerns were raised, and corrective action could have been taken. Instead, our leadership's compass lead us in a different direction entirely, deflect and defend. Leaders find solutions, not excuses. Public confidence has eroded. For what it's worth, I've never FOI anything. I don't even know how that process works. These documents, I mentioned, were either a part...I was either a part of, or they found their way to me, and I have them for you tonight. And I can assure you, there are more topics, and even departments where current concerns exist. Mayor Copenhagen, I've lost all confidence in your leadership for our city. If this is how...this is not personal for me...if this is how you operate in your personal life, it would be no business of mine, or anyone else's. But, we can't afford this for city operations. It is based on documented inconsistencies, and not only how this matter has been handled, but also coupled with other areas, not mentioned tonight. I find your leadership misleading and deceitful, purposely neglectful, and ultimately unethical. Our city's leadership is becoming more and more disturbing with every spoken word. And I believe our city is stronger than what is being reflected by our leadership. But this moment is not solely about the Mayor. And I recognize the authority that surrounds me. Council, you're on the safeguard of system of checks and balances. The issue before you is not criminal guilt. The issue before you is leadership fitness and public trust. The longer uncertainty persists, the more damage is done. To city employees, to families, to volunteers, and to the reputation of our community. Silence, inaction, deferral, and accountability are all decisions. This community needs you. If you have the confidence in this administration, say so. If you do not, say so. Jonesboro deserves clarity. Thank you for your extended time. I have these documents for you. I'll pass out.*

[COM-26:012](#)

Handouts from Matt Daniel

**Attachments:** [1.pdf](#)  
[2.pdf](#)  
[3.pdf](#)  
[4.pdf](#)

Filed

## **11. ADJOURNMENT**

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

**Aye:** 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Kevin Miller;Anthony Coleman;John Street;Charles Coleman;LJ Bryant and Ann Williams

**Absent:** 2 - Joe Hafner and Janice Porter

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

**Harold Copenhaver, Mayor**

**Attest:**

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

**April Leggett, City Clerk**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:017

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM BRIDGE DISTRICT INVESTMENTS, LLC. FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of constructing and maintaining drainage improvements:

PART OF LOTS 1, 2, 3 & 4 OF BROOKFIELD'S FIRST ADDITION AND PART OF LOT 19 OF MATTHEWS ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF BROOKFIELD'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°26'41" EAST, 26.63 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 89°26'41" EAST, 15.00 FEET; THENCE SOUTH 00°37'37" WEST, 103.85 FEET; THENCE NORTH 88°28'35" EAST, 103.59 FEET; THENCE SOUTH 01°31'25" EAST, 15.00 FEET; THENCE SOUTH 88°28'35" WEST, 111.93 FEET; THENCE NORTH 89°17'56" WEST, 7.23 FEET; THENCE NORTH 00°37'37" EAST, 118.83 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 3,342 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF WAY AND EASEMENTS OF RECORD.

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

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

Return document for recording to:  
 CITY OF JONESBORO  
 300 South Church Street  
 JONESBORO, AR 72401

The above space is reserved for Craighead County recording information.

## PERMANENT DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTORS: BRIDGE DISTRICT INVESTMENTS LLC, do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

### LEGAL DESCRIPTION:

PART OF LOTS 1, 2, 3 & 4 OF BROOKFIELD'S FIRST ADDITION AND PART OF LOT 19 OF MATTHEWS ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF BROOKFIELD'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 89°26'41" EAST, 26.63 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 89°26'41" EAST, 15.00 FEET; THENCE SOUTH 00°37'37" WEST, 103.85 FEET; THENCE NORTH 88°28'35" EAST, 103.59 FEET; THENCE SOUTH 01°31'25" EAST, 15.00 FEET; THENCE SOUTH 88°28'35" WEST, 111.93 FEET; THENCE NORTH 89°17'56" WEST, 7.23 FEET; THENCE NORTH 00°37'37" EAST, 118.83 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 3,342 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF WAY AND EASEMENTS OF RECORD.

This easement is for the purpose of drainage pipe relocation and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner Info:

Signature: \_\_\_\_\_

*[Handwritten Signature]*

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

*Russell D Carter III*

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

*MEMBER*

Signature: \_\_\_\_\_

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

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

ACKNOWLEDGMENT

STATE OF Arkansas.

COUNTY OF Craighead.

On this day before me, the undersigned officer, personally appeared Russell D. Carter, III, to me well known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this 1<sup>st</sup> day of December, 2025.

Notary Public (Signature): \_\_\_\_\_

*Tina Elder*

My Commission Expires: \_\_\_\_\_

6-19-2033





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:020

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC. FOR A CRAIGHEAD FOREST PARK ATV TRAIL REHAB PROJECT (ARDOT JOB NO. 101148 (2026:01)

WHEREAS, the City of Jonesboro desires to accept the low bid and enter into a contract for repairs and rehabilitation of trails at the Craighead Forest ATV Park. (ArDOT Job Number 101148) (2026:01);

WHEREAS, the low bidder and the firm selected for the project is Meadows Contractors, LLC.;

WHEREAS, the funding for the execution of the contract shall come Recreational Trails Program (RTP) Grant Funds and Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Meadows Contractors, LLC for the “Jonesboro Craighead Forest Park Rehab” project (ArDOT Job Number 101148) (2026:01).

Section 2. Funding for the execution of the contract shall come from Recreational Trails Program (RTP) Grant Funds and Capital Improvement 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**

# **Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148**

**(Bid #2026:01)  
Jonesboro, Arkansas**

**City of Jonesboro ■ Engineering Department**

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**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 Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148 will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on February 18, 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 stabilize and build a soft surface trail and armored revetment mat. All Submissions shall be annotated on the outside of the envelope with the bid number 2026:01.

The project consists of the stabilizing and building 8,899 LF of soft surface trail and 5,272 SF of revetment mat. The trail will be built using three (3) different cross sections shown in the details. This project is located at 411 E Craighead Forest Road.

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.org](http://www.jonesboro.org).

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

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

Buy America, Buy America provisions apply to this project.

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.

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148, Bid Number 2026:01 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

### 2. INTERPRETATIONS AND ADDENDA

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

### **3. INSPECTION OF SITE**

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

### **4. BID GUARANTY**

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

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

### **5. COLLUSION; SUBCONTRACTS**

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

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

### **6. STATEMENT OF BIDDER'S QUALIFICATIONS**

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

## **7. BALANCED BIDS; VARIATIONS IN QUANTITIES**

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

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

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

## **8. TIME FOR RECEIVING BIDS**

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

## **9. OPENING OF BIDS**

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

## **10. WITHDRAWAL OF BIDS**

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

## **11. AWARD OF CONTRACT; REJECTION OF BIDS**

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

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

## **12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND**

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

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

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

## **13. BONDS AND INSURANCE**

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

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

## **14. LEGAL QUALIFICATIONS**

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

**15. MODIFICATION OF BID**

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

III. PROPOSAL

Place JONESBORO, AR

Date 02/18/2026

Proposal of MEADOWS CONTRACTORS, LLC

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

or

Proposal of \_\_\_\_\_

a partnership consisting of \_\_\_\_\_

or

Proposal of \_\_\_\_\_

an individual doing business as \_\_\_\_\_

TO: City of Jonesboro

This bid results from your advertisement for bids for the Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148.

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 ninety (90) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

\_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

Cinder Saha  
(Witness)

MEADOWS CONTRACTORS, LLC  
(Name of Bidder)

P.O. Box 16540

By Dale Wood

JONESBORO, AR 72403  
(Address)

DALE WOOD, MEMBER  
(Print Name and Title)

P.O. Box 16540

JONESBORO, AR 72403  
(Office Address of Bidder)

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

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Flat Section	LF	7,789	\$ <u>8.90</u>	\$ <u>69,322.10</u>
2	Parallel Ditch	LF	1,045	\$ <u>8.90</u>	\$ <u>9,300.50</u>
3	Balanced Section	LF	65	\$ <u>8.90</u>	\$ <u>578.50</u>
4	Flexamat	SF	4,062	\$ <u>11.80</u>	\$ <u>47,931.60</u>
5	Relief Ditch	LF	60	\$ <u>8.00</u>	\$ <u>480.00</u>
6	Dip Drain	SF	1,210	\$ <u>12.60</u>	\$ <u>15,246.00</u>
7	Fill Hole	CY	20	\$ <u>75.00</u>	\$ <u>1,500.00</u>
TOTAL BASE BID					\$ <u>144,358.70</u>

WRITTEN IN WORDS:

ONE HUNDRED FORTY FOUR THOUSAND THREE HUNDRED  
FIFTY EIGHT AND <sup>70</sup>/<sub>100</sub> DOLLARS

**V. BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Meadows Contractors, LLC, as PRINCIPAL, and

FCCI 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 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 February 18, 2026, for the

Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148

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 18th day of February, 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.

Meadows Contractors, LLC  
(Principal)

By Dale Wood

MEMBER  
(Title)

P.O. Box 16540

Jonesboro, AR 72403  
(Address)

Cinder Saha  
(Witness)

P.O. Box 16540

JONESBORO, AR 72403

SEAL

Hannah Glover  
Hannah Glover

FCCI Insurance Company  
(Corporate Surety)

By Michael A. McDaniel

Michael A. McDaniel, Attorney-in-Fact

P.O. Box 382007, Germantown, TN 38183-2007  
(Address)



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

**GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael A. McDaniel; Richard H. Whitley; Louis G. Morgan, III; James S. Brown

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company

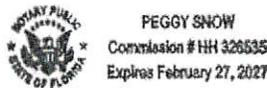


Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

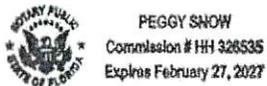


Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



Peggy Snow  
Notary Public

**CERTIFICATE**

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 18th day of February, 2026

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



## VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.

---

5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Arkansas Contractor's License Number # \_\_\_\_\_
7. Unique Entity Identifier # \_\_\_\_\_
8. System of Award Management (SAM) expiration date \_\_\_\_\_
9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
10. General character of work performed by your company.
11. Have you ever failed to complete any work awarded to you?
12. Have you ever defaulted on a Contract?  
  
If so, where and why?
13. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?  
  
If so, where and why?
14. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
15. List your major equipment available for this Contract.
16. Experience in construction work similar in importance to this project.

Statement of Bidder's Qualifications Answers

1. Meadows Contractors, LLC.
2. 3663 E. Parker Road – Jonesboro, AR 72404
3. 2005
4. Arkansas
5. 9 Years
6. AR Contractors License No. 0233000326
7. Unique Entity Identifier MNL9ZJKR3N96
8. SAM Expiration Date October 27, 2026
9. Contracts on Hand

Project	Contract Amt	Date of Completion
ASU College of Veterinary Medicine	121,000	04-2026
ASU Windgate Arts Center	212,000	08-2026
Wynne Wastewater Treatment	1,354,000	10-2026
MLK Grade Crossing	996,000	12-2026
GCT Accessibility Improvements	485,000	04-2026
Raising Cane's Sitework	604,000	08-2026

10. Earthwork, Street & Road, & Commercial Concrete
11. No
12. No
13. No
14. Recently Completed Work

Project	Contract Amt	Date of Completion
Greensboro Village Residential Ph 1	820,000	09-2024
Joe Mack Campbell Park Turf	2,154,013	10-2024
ASU FNB Arena Courtyard	131,602	10-2024
CWL Wastewater Treatment Plant	2,164,946	12-2024

15. Dozers, Excavators, Tri-axle trucks, Off road trucks, Compaction Equipment and Skid steer loaders.
16. 34 Years
17. Rick Meadows 36 Years  
Dale Wood 34 Years
18. Credit Available \$1,000,000
19. Bank reference First National Bank Matt Rankin
20. Yes

17. Background and experience of the principal members of your organization, including the officers.
18. Credit available: \$ \_\_\_\_\_.
19. Give Bank reference: \_\_\_\_\_.
20. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
21. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at JONESBORD, AR this 18<sup>TH</sup>  
 day of FEBRUARY, 20 26.

MEADOWS CONTRACTORS, LLC  
 (Name of Bidder)

By Dale Wood  
 Title MEMBER

STATE OF Arkansas )  
 ) SS.  
 COUNTY OF Craighead )

Dale Wood being duly sworn deposes and says that  
 he is MEMBER of MEADOWS CONTRACTORS, LLC  
 (Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 18<sup>th</sup> day of Feb, 2026.

OFFICIAL SEAL - NO. 12707615  
**CINDI GOSHA**  
 NOTARY PUBLIC-ARKANSAS  
 CRAIGHEAD COUNTY  
 MY COMMISSION EXPIRES: 05-10-29

Cindi Gosha  
 (Notary Public)

My Commission Expires:  
5-10-29

**VII. CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and  
between Meadows Contractors, LLC

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

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

**WITNESSETH:**

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148, in strict accordance with the Contract Documents, including all Addenda thereto

\_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within ninety (90) 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 Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148.

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) and Property Damage	- \$1,000,000/occurrence - \$2,000,000/aggregate
---	---

(4) Builder's Risk	- Insurable Portion
--------------------	---------------------

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

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

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

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

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

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

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

<b>Deadline for Invoice Submittal to Engineering</b>	<b>City of Jonesboro Payment Schedule</b>
Monday, January 12, 2026	Thursday, January 22, 2026
Friday, February 13, 2026	Monday, February 23, 2026
Friday, March 13, 2026	Monday, March 23, 2026
Monday, April 13, 2026	Wednesday, April 22, 2026
Tuesday, May 12, 2026	Friday, May 22, 2026
Friday, June 12, 2026	Monday, June 22, 2026
Monday, July 13, 2026	Wednesday, July 22, 2026
Friday, August 14, 2026	Monday, August 24, 2026
Monday, September 14, 2026	Tuesday, September 22, 2026
Monday, October 12, 2026	Thursday, October 22, 2026
Friday, November 13, 2026	Monday, November 23, 2026
Monday, December 14, 2026	Tuesday, December 22, 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)**

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## **SGC.4      RECORD DRAWINGS**

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

comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

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

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

#### **SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM**

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

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

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

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

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

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

**SGC.6      MINIMUM WAGES**

The Contractor shall 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 411 E Craighead Forest 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 stabilize and build a soft surface trail and revetment mat

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

The time allotted for completion of the work shall be ninety (90) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

## **SC.5 FORMS, PLANS AND SPECIFICATIONS**

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

## **SC.6 LIQUIDATED DAMAGES FOR DELAY**

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

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

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

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

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

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

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

#### **SC.7 KNOWLEDGE OF CONDITIONS**

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

#### **SC.8 PERMITS AND RIGHTS-OF-WAY**

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

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

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

## **SC.9 REFERENCE SPECIFICATIONS**

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

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

## **SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED**

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

## **SC.11 USED MATERIALS**

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

## **SC.12 EXISTING STRUCTURES**

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

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

## **SC.13 USE OF EXPLOSIVES**

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

#### **SC.14 BARRICADES, LIGHTS, AND WATCHMEN**

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

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

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

#### **SC.15 FENCES AND DRAINAGE CHANNELS**

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

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

#### **SC.16 WATER FOR CONSTRUCTION**

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

#### **SC.17 MATERIAL STORAGE**

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

#### **SC.18 EXISTING UTILITIES AND SERVICE LINES**

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the

same type of original material and construction or better, at his own expense.

#### **SC.19 TESTING, INSPECTION AND CONTROL**

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

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

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

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

#### **SC.20 BOND**

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

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

## **SC.21 LIGHT AND POWER**

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

## **SC.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

Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148 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  
Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148  
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 Jonesboro Craighead Forest Park Rehab. (RTP-22) (S) F.A.P. RTP-1302(369) Job No. 101148 and to maintain the said Improvement in good condition for a period of o one (1) year from the date of acceptance of the improvements.

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

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

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

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SEAL

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

Attorney in Fact

\_\_\_\_\_

\_\_\_\_\_

## **XII. TECHNICAL SPECIFICATIONS**

### TABLE OF CONTENTS

#### **TITLE**

SP-1	Standard Specifications for Highway Construction Arkansas State Highway and Transportation Department, Latest Edition (including all Errata for the Book of Standard Specifications)
SP-2	Stormwater Pollution Prevention Plan
SP-3	ArDOT Requirement Documents <ul style="list-style-type: none"><li>- Anti-Collusion and Debarment Certification</li><li>- Certification for Federal-aid Projects</li><li>- Differing Site Conditions and Temporary Suspensions of Work Special Provision</li><li>- Errata for ARDOT Standard Specifications</li><li>- Prohibition of Certain Telecommunications &amp; Video Surveillance Services or Equipment</li><li>- Restriction of Boycott of Israel Certification</li><li>- Title VI Contract Provisions Appendices A &amp; E</li><li>- Revisions of FHWA-1273 for Off-System Projects</li><li>- RTP Only FHWA 1276 Supplement</li></ul>

## **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.

# SITE WITH AUTOMATIC COVERAGE (LESS THAN 5 ACRES) CONSTRUCTION SITE NOTICE

FOR THE  
Arkansas Department of Environmental Quality (ADEQ)  
Storm Water Program  
**NPDES GENERAL PERMIT NO. ARR150000**

The following information is posted in compliance with **Part I.B.8.b** of the ADEQ General Permit Number **ARR150000** for discharges of stormwater runoff from sites with automatic coverage. Additional information regarding the ADEQ stormwater program may be found on the internet at:

*www.adeq.state.ar.us/water/branch\_npdes/stormwater*

Permit Number:	ARR150000
Contact Name:	Ryan Parson
Phone Number:	(870)273-0007
Project Description (Name, Location, etc.):	Jonesboro Craighead Forest Park Rehabilitation
Project Start Date:	7-30-25
Project End Date:	7-30-26
Total Acres:	2.24
Grading Permit Number:	
Location of Stormwater Pollution Prevention Plan:	Inside Mailbox on Site

For Construction Sites Authorized under **Part I.B.6.b** (Automatic Coverage) the following certification must be completed:

I Ryan Parson (Typed or Printed Name of Person Completing this Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part I.B.2. of the ADEQ General Permit Number ARR150000. A stormwater pollution prevention plan has been developed and implemented according to the requirements contained in Part II.A.2.B & D of the permit. I am aware there are significant penalties for providing false information or for conducted unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

 Project Coordinator 7-25-2025  
Signature and Title Date

• **LAMINATE AND POST AT JOB SITE**  
• **NOTICE MUST BE VISIBLE FROM STREET**

Stormwater Pollution Prevention Plan (SWPPP) for Construction Activity  
for Small Construction Sites

National Pollutant Discharge Elimination System (NPDES)  
General Permit # ARR150000

Prepared for Address:  
411 E Craighead Forest Rd

Date:

7-25-25

Prepared by:

Ryan Parson

Project Name and Location: Jonesboro Craighead Forest Park Rehabilitation

Property Parcel Number (Optional): \_\_\_\_\_

Operator Name and Address: Ryan Parson 300 S Church St

A. Site Description

a. Project description, intended use after NOI is filed: Repair and construct trails  
for all terrain vehicles

b. Sequence of major activities which disturb soils: Grading trails and constructing ditches

c. Total Area: 80 Disturbed Area: 2.24

B. Responsible Parties:

Individual/Company	Phone Number	Service Provided for SWPPP (i.e., Inspector, SWPPP revisions, Stabilization Activities, BMP Maintenance, etc.)
City of Jonesboro	(870)273-0007	Ryan Parson

C. Receiving Waters

a. The following waterbody (or waterbodies) receives stormwater from this construction site: Higginbottom Creek tributary 3, Higginbottom Creek

b. Is the project located within the jurisdiction of an MS4?  Yes  No

i. If yes, Name of MS4: CITY OF JONESBORO

c. Ultimate Receiving Water:

- St. Francis River
- L'anguille River
- Cache River

D. Site Map Requirements (Attach Site Map):

a. Pre-construction topographic view; ([www.efsedge.com/craighead/](http://www.efsedge.com/craighead/))

- b. Direction of stormwater flow (i.e., use arrows to show which direction stormwater will flow) and approximate slopes anticipated after grading activities;
- c. Delineate on the site map areas of soil disturbance and areas that will not be disturbed under the coverage of this permit;
- d. Location of major structural and nonstructural controls identified in the plan;
- e. Location of main construction entrance and exit;
- f. Location where stabilization practices are expected to occur;
- g. Locations of off-site materials, waste, borrow area, or equipment storage area;
- h. Location of areas used for concrete wash-out;
- i. Location of all surface water bodies (including wetlands);
- j. Locations where stormwater is discharged to a surface water and/or municipal separate storm sewer system if applicable,
- k. Locations where stormwater is discharged off-site (should be continuously updated);
- l. Areas where final stabilization has been accomplished and no further construction phase permit requirements apply.

E. Stormwater Controls

a. Initial Site Stabilization, Erosion and Sediment Controls, and Best Management Practices:

- i. Initial Site Stabilization: CONSTRUCTION ENTRANCE; MINIMAL SOIL DISTURBANCE; OTHER BMP'S AS REQUIRED
- ii. Erosion and Sediment Controls: SILT FENCE; WADDLES; OTHER MEASURES TO RETAIN SEDIMENT ON SITE
- iii. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the operator will replace or modify the control for site situations:  Yes  No  
If No, explain: \_\_\_\_\_  
\_\_\_\_\_
- iv. Off-site accumulations of sediment will be removed at a frequency sufficient to minimize off-site impacts:  Yes  No  
If No, explain: \_\_\_\_\_  
\_\_\_\_\_
- v. Sediment will be removed from sediment traps or sedimentation ponds when design capacity has been reduced by 50%:  Yes  No  
If No, explain: \_\_\_\_\_  
\_\_\_\_\_

- vi. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges:  Yes  No

If No, explain: \_\_\_\_\_  
\_\_\_\_\_

- vii. Off-site material storage areas used solely by the permitted project are being covered by this SWPPP:  Yes  No

If Yes, explain additional BMPs implemented at off-site material storage area: \_\_\_\_\_  
\_\_\_\_\_

b. Stabilization Practices

- i. Description and Schedule: EXISTING VEGETATION PRESERVED; DISTURBED AREAS STABILIZED WITH SOD; MULCH; OR OTHER BMP'S OR CONTROLS AS NEEDED

- ii. Are buffer areas required?  Yes  No

If Yes, are buffer areas being used?  Yes  No

If No, explain why not: \_\_\_\_\_  
\_\_\_\_\_

If Yes, describe natural buffer areas: \_\_\_\_\_  
\_\_\_\_\_

- iii. A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included with the plan.  Yes  No

If No, explain: \_\_\_\_\_  
\_\_\_\_\_

- iv. Deadlines for stabilization: Stabilization procedures will be initiated 14 days after construction activity temporarily ceases on a portion of the site.

c. Structural Practices

- i. Describe any structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site: SILT FENCE OR WADDLES TO BE INSTALLED TO DIVERT & SLOW DOWN SEDIMENT

- ii. Sediment Basins:

Are 10 or more acres draining to a common point?  Yes  No

Is a sediment basin included in the project?  Yes  No

If Yes, what is the designed capacity for the storage?

3600 cubic feet per acre = : \_\_\_\_\_

or

10 year, 24 hour storm = : \_\_\_\_\_

Other criteria were used to design basin: \_\_\_\_\_

If No, explain why no sedimentation basin was included and describe required natural buffer areas and other controls implemented instead: \_\_\_\_\_

iii. Describe Velocity Dissipation Devices: N/A

#### F. Other Controls

a. Solid materials, including building materials, shall be prevented from being discharged to Waters of the State:  Yes  No

b. Off-site vehicle tracking of sediments and the generation of dust shall be minimized through the use of:

A stabilized construction entrance and exit

Vehicle tire washing

Other controls, describe: \_\_\_\_\_

c. Temporary Sanitary Facilities: ON SITE-SERVICED REGULARLY; NOT LOCATED NEAR DRAINAGE AREAS OR STORM DRAINS

d. Concrete Waste Area Provided:

Yes

No. Concrete is used on the site, but no concrete washout is provided.

Explain why: No concrete on project

N/A, no concrete will be used with this project

e. Fuel Storage Areas, Hazardous Waste Storage, and Truck Wash Areas: \_\_\_\_\_

N/A

#### G. Non-Stormwater Discharges

a. The following allowable non-stormwater discharges comingled with stormwater are present or anticipated at the site:

Fire-fighting activities;

Fire hydrant flushings;

- Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2;
- Potable water sources including uncontaminated waterline flushings;
- Landscape Irrigation;
- Routine external building wash down which does not use detergents or other chemicals;
- Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents or other chemicals are not used;
- Uncontaminated air conditioning, compressor condensate (See Part I.B.12.C of the permit);
- Uncontaminated springs, excavation dewatering and groundwater (See Part I.B.12.C of the permit);
- Foundation or footing drains where flows are not contaminated with process materials such as solvents (See Part I.B.12.C of the permit);

b. Describe any controls associated with non-stormwater discharges present at the site: NONE NEEDED

---

H. Applicable State or Local Programs: The SWPPP will be updated as necessary to reflect any revisions to applicable federal, state, or local requirements that affect the stormwater controls implemented at the site.  Yes  No

I. Inspections

a. Inspection frequency:

Every 7 calendar days

or

At least once every 14 calendar days and within 24 hours of the end of a storm event 0.25 inch or greater (a rain gauge must be maintained on-site)

b. Inspections:

Completed inspection forms will be kept with the SWPPP.

ADEQ's inspection form will be used (See Appendix B)

or

A form other than ADEQ's inspection form will be used and is attached (See inspection form requirements Part II.A.4.L.2)

c. Inspection records will be retained as part of the SWPPP for at least 3 years from the date of termination.

d. It is understood that the following sections describe waivers of site inspection requirements. All applicable documentation requirements will be followed in accordance with the referenced sections.

- i. Winter Conditions (Part II.A.4.L.3)
- ii. Adverse Weather Conditions (Part II.A.4.L.4)

J. Maintenance:

The following procedures to maintain vegetation, erosion and sediment control measures and other protective measures in good, effective operating condition will be followed:

Any necessary repairs will be completed, when practicable, before the next storm event, but not to exceed a period of 3 business days of discovery, or as otherwise directed by state or local officials.

K. Employee Training:

The following is a description of the training plan for personnel (including contractors and subcontractors) on this project: INFORM ALL PARTIES OF SWPPP RESPONSIBILITIES, INCLUDING PICK UP LOOSE TRASH AND CONSTRUCTION DEBRIS AT END OF EACH DAY AND DISPOSE OF PROPERLY; NO BURNING OF CONSTRUCTION MATERIALS; CLEAN STREET OF OFF-SITE TRACKING IMMEDIATELY;

\*\*Note, Formal training classes given by Universities or other third-party organizations are not required, but recommended for qualified trainers; the permittee is responsible for the content of the training being adequate for personnel to implement the requirements of the permit.

Certification

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Responsible or Cognizant Officer:  \_\_\_\_\_

Title: Project Coordinator

Date: 7-25-25

Signature of Builder or Contractor: \_\_\_\_\_

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

**CITY OF JONESBORO**  
**SUPPLEMENT TO PROPOSAL**  
**ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID  
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the City of Jonesboro at the time proposals are submitted.

**AFFIDAVIT**

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

**CITY OF JONESBORO  
SUPPLEMENT TO PROPOSAL  
ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID  
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

**EXCEPTIONS:**

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. <u>101148</u>	<u>MEADOWS CONTRACTORS, LLC</u> (Name of Bidder)
F.A.P. No. <u>RTP-1302 (369)</u>	<u>Dale Wood</u> (Signature)
<u>02/18/2026</u> (Date Executed)	<u>MEMBER</u> (Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_, being duly sworn, deposes and says that he is  
\_\_\_\_\_  
(Title) of \_\_\_\_\_  
(Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(NOTARY SEAL) (Notary Public)

**SPONSOR**  
**SUPPLEMENT TO PROPOSAL**  
**C E R T I F I C A T I O N**

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.



**Arkansas Department of Transportation**  
**Special Provision for Local Projects**  
**Differing Site Conditions and Temporary Suspensions of Work**

**Arkansas Department of Transportation, Standard Specifications, 2014 Edition**  
**Section 104.02(c) – Differing Site Conditions**

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and general recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions. If the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

**Arkansas Department of Transportation, Standard Specifications, 2014 Edition**  
**Section 108.05 – Temporary Suspension of Work**

The Engineer will have the authority to suspend the work wholly or in part for such period or periods necessary, due to unsuitable weather or other conditions unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public nor become damaged in any way, and shall take every reasonable precaution to prevent damage or deterioration of the work performed; provide suitable drainage of the roadway by opening ditches and shoulder drains; maintain the traveled way; erect temporary structures where directed; etc.

The Contractor shall not suspend the work nor remove any equipment or materials essential to the completion of the current phase of the project without the permission of the Engineer.

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for a period of time not originally anticipated, customary, or inherent to the construction industry and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within ten (10) business days of the receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of a determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of the Contract.

**NOTE: As defined in Section 101.01(c) of the Department's Standard Specifications, the "Engineer" is defined as "The Chief Engineer of the Department, acting directly or through duly authorized representatives, who is responsible for engineering supervision of the construction." This role may vary in name and title by the agency utilizing this Special Provision. Additional definitions may also be found in Section 101.01(c).**

## 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 AWWA, Standards U1, Commodity Specification E, Use Category UC4C.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**JOB NO. 101148**

**PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND  
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

In accordance with the requirements of 2 CFR 200.216, equipment utilized on this project for telecommunications and video surveillance services or equipment shall not be produced by:

- 1) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 2) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ARKANSAS DEPARTMENT OF TRANSPORTATION  
SUPPLEMENT TO PROPOSAL  
RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	
Description of product or service	
Contractor name	

Contractor Signature: \_\_\_\_\_

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

## Title VI CONTRACT PROVISIONS APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancelling, terminating or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## TITLE VI CONTRACT PROVISIONS APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS**

Elsewhere in this contract are three Supplemental Specifications on Equal Employment Opportunity designated as PR-1273 Supplements. They are (1) Specific Equal Employment Opportunity Responsibilities (23 U.S.C. 140), (2) Equal Employment Opportunity – Goals and Timetables, and (3) Equal Employment Opportunity – Federal Standards. This notice is to clarify the responsibilities for review of compliance and enforcement for these separate supplemental specification requirements.

The first of the Supplemental Specifications cited above covers the requirements for the equal employment opportunity program under Title 23 for which the sponsor is responsible. The sponsor performs the necessary compliance review and enforcement of this supplemental Specification which is applicable to all contractors holding Federal-aid highway contracts.

The latter two Supplemental Specifications are for the specific equal opportunity requirements for Executive Order 11246 which is the sole responsibility of the Office of Federal Contract Compliance Programs (OFCCP), Department of Labor. Review and enforcement under these Supplemental Specifications is performed by OFCCP.

OFCCP has, under Paragraph 8 of the EEO Federal Standards Supplemental Specification, recognized the Arkansas AGC Heavy Highway Affirmative Action Plan as meeting the provisions of that Supplemental Specification and Supplemental Specification (2) cited above. With this recognition, those contractors signatory to the AGC Plan have been waived from individual review by OFCCP. However, OFCCP retains the right to review any such contractors whenever circumstances warrant. Also, contractors non-signatory to the AGC Plan are subject to OFCCP review under EO 11246.

AHTD and OFCCP have agreed to work towards eliminating duplicative reviews on individual contractors; however, each agency may make reviews at any time notwithstanding the cited agreement.

## FHWA-1273 SUPPLEMENTAL SPECIFICATION

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

#### 1. General.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 and Supplements) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions. The initial measure of the contractor's good faith efforts to comply with these Special Provisions shall be its efforts to meet the goals set forth in the 'Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)' for minority and female participation expressed in percentage terms for the contractor's work force in each trade on this project.

b. The contractor will work with the sponsor and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

#### 2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

#### 3. Equal Employment Opportunity Officer.

The contractor will designate and make known to the sponsor contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

#### 4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

## FHWA-1273 SUPPLEMENTAL SPECIFICATION

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority and female employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

#### **5. Recruitment**

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: 'An Equal Opportunity

Employer.' All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

#### **6. Personnel Actions.**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race,

**FHWA-1273 SUPPLEMENTAL SPECIFICATION**  
**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**  
**(23 U.S.C. 140)**

color, religion, sex, age, disability, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

**7. Training and Promotion.**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the

event the Optional Training Special Provision is provided under this contract, this subparagraph will be superseded by that Special Provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**8. Unions.**

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the union and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below,

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, disability, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive ion of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the sponsor and shall set forth what efforts have been made to obtain such information.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES  
(23 U.S.C. 140)**

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, age, disability, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the sponsor.

**9. Subcontracting.**

a. The contractor's attention is called to the Special Provision on Disadvantaged Business Enterprises in Federal-Aid Highway Construction.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports.**

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) the number of minority and non-minority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of Disadvantaged Business Enterprises or subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the sponsor and the Federal Highway Administration.

c. The contractors will submit an annual report to the State Highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

**11. Corrective Action Plans.**

The contractor understands that a designated representative of the sponsor will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to Executive Order 11246, as amended, and Federal Highway Administration Equal Employment Opportunity Special Provisions implementing the Federal-Aid Highway Act of 1968, where applicable.

In the event that the designated representative of the sponsor finds that the contractor has failed to comply with any of the aforementioned contractual provisions, he will notify the contractor of this finding in writing. A declaration of default will result in the suspension of all future payments. No declaration of default will be made if the sponsor and the contractor formally agree to enter into a corrective action plan setting out the specified steps and timetables the contractor will be contractually obligated to perform in order to re-establish his

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES  
(23 U.S.C. 140)**

compliance. This collective action plan, in order to be accepted by the sponsor, shall include the following mandatory enforcement language:

“If, at any time in the future, the Office of Federal Contract Compliance Programs or the Federal Highway Administration or the Arkansas State Highway Commission or their successor(s) believe that (name of contractor) has violated any portion of this agreement, (name of contractor) shall be promptly notified of the fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification shall provide (name of contractor) with 15 days to respond in writing to the notification except where the Office of Federal Contract Compliance Programs, the Federal Highway Administration or the Arkansas State Highway Commission alleges that such delay would result in irreparable injury. It is understood that enforcement proceedings for violation of this agreement may be initiated at any time after the 15-day period has elapsed (or sooner if irreparable injury is alleged) without issuance of a show cause notice.”

“It is recognized that where the Office of Federal Contract Compliance Programs and/or the Federal Highway Administration and/or the Arkansas State Highway Commission believes that (name of contractor) has breached this agreement, evidence regarding the entire scope of (name of contractor) alleged noncompliance from which this agreement resulted, in addition to evidence regarding (name of contractor) alleged violation of this agreement, may be introduced at the enforcement proceeding.”

“Violation of this agreement may subject (name of contractor) to sanctions pursuant to the Arkansas State Highway Commission contract administration procedures. It is further recognized that liability for violation of this agreement may also subject (name of contractor) to sanctions set forth in Section 209 of Executive Order 11246, as amended, and/or appropriate relief.”

The contractor will submit quarterly reports to the sponsor as a result of any deficiencies cited during an equal employment opportunity compliance

review. The reports will indicate the affirmative action steps taken to correct the deficiencies. Instructions for submission of the reports will be furnished by the Equal Employment Opportunity Section.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES****NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the 'Equal Opportunity Clause' and the 'Standard Federal Equal Employment Specifications' set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in covered area, are as follows:

MINORITIESCOUNTY

Arkansas	16.4%	Lee	26.5%
Ashley	16.4%	Lincoln	16.4%
Baxter	3.3%	Little River	19.7%
Benton	3.3%	Logan	6.6%
Boone	3.3%	Lonoke	16.4%
Bradley	16.4%	Madison	3.3%
Calhoun	16.4%	Marion	3.3%
Carroll	3.3%	Miller	19.7%
Chicot	16.4%	Mississippi	26.5%
Clark	16.4%	Monroe	16.4%
Clay	26.5%	Montgomery	16.4%
Cleburne	16.4%	Nevada	20.2%
Cleveland	16.4%	Newton	3.3%
Columbia	20.2%	Ouachita	16.4%
Conway	16.4%	Perry	16.4%
Craighead	26.5%	Phillips	26.5%
Crawford	5.6%	Pike	20.2%
Crittenden	32.3%	Poinsett	26.5%
Cross	26.5%	Polk	6.6%
Dallas	16.4%	Pope.	16.4%
Desha	16.4%	Prairie	16.4%
Drew	16.4%	Pulaski	15.7%
Faulkner	16.4%	Randolph	26.5%
Franklin	6.6%	Saline	15.7%
Fulton	16.4%	Scott	6.6%
Garland	16.4%	Searcy	3.3%
Grant	16.4%	Sebastian	5.6%
Greene	26.5%	Sevier	20.2%
Hempstead	20.2%	Sharp	16.4%
Hot Spring	16.4%	Stone	16.4%
Howard -	20.2%	St. Francis	26.5%
Independence	16.4%	Union	16.4%
Izard	16.4%	Van Buren	16.4%
Jackson	16.4%	Washington	3.3%
Jefferson	31.2%	White	16.4%
Johnson	16.4%	Woodruff	16.4%
Lafayette	20.2%	Yell	16.4%
Lawrence	26.5%		

FEMALES Statewide – 6.9%
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**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES****NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246)**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the 'covered area' is as described in the Proposal Form for this project.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. “Minority” includes:

- i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations and on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall Good Faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees before the start of work and then not less often than once every six months; and by posting the company EEO policy on bulletin

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

boards accessible to all employees at each location where construction work is performed.

g. Review the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site and then not less often than once every six months. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from disadvantaged business enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age or disability.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION**  
**POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

	<b>POSTER OR DOCUMENT REQUIRED</b>	<b>REQUIRED BY</b>	<b>WHERE TO OBTAIN</b>
1.	Equal Employment Opportunity is the Law	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
2.	"EEO is the Law" Poster Supplement	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
3.	Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP)	Contractor to Prepare: <ul style="list-style-type: none"> <li>a. EEO policy statement.</li> <li>b. Notice encouraging employees to refer minority and female applicants for employment.</li> <li>c. Notice informing employees of an available training program and the entrance requirements.</li> <li>d. Complaint procedures</li> <li>e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located.</li> <li>f. Work environment statement.</li> <li>g. Certification of nonsegregated facilities</li> <li>*h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.</li> </ul>
		*Union Contractors Only	
4.	Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Program Management Division – ARDOT

7/26/96  
 Rev. 2/11/98  
 Rev. 2/20/03  
 Rev. 7/27/06  
 Rev. 10/24/06  
 Rev. 9/16/13  
 Rev. 8/22/17

**FHWA-1273 SUPPLEMENTAL SPECIFICATION**  
**POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

<b>POSTER OR DOCUMENT REQUIRED</b>	<b>REQUIRED BY</b>	<b>WHERE TO OBTAIN</b>
5. "Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	ARDOT Resident Engineer
6. "Employee Rights Under the Davis-Bacon Act" (WH 1321 SPA)	U. S. Department of Labor	ARDOT Resident Engineer
7. Minimum Wage Rate (WH 1088)	U. S. Department of Labor	ARDOT Resident Engineer
8. "NOTICE" Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	ARDOT Resident Engineer
9. Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
10. Job Safety and Health Protection OSHA 3167	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
11. Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees.	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
12. WCC Form AR-P Workers Compensation Notice and Instructions to Employers and Employees	State of Arkansas	Insurance Carrier
Self-Insurer	State of Arkansas	Administrator - Self-Insured Group

7/26/96  
 Rev. 2/11/98  
 Rev. 2/20/03  
 Rev. 7/27/06  
 Rev. 10/24/06  
 Rev. 9/16/13  
 Rev. 8/22/17

**FHWA-1273 SUPPLEMENTAL SPECIFICATION**  
**POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

<b>POSTER OR DOCUMENT REQUIRED</b>	<b>REQUIRED BY</b>	<b>WHERE TO OBTAIN</b>
13. Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300). The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.	U. S. Department of Labor (OSHA) Public Law 91-596	ARDOT Resident Engineer
14. Family and Medical Leave Act of 1993 (WH-1420) Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.	U. S. Department of Labor	ARDOT Resident Engineer
15. Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	ARDOT Resident Engineer
16. Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	ARDOT Resident Engineer
17. Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	ARDOT Resident Engineer
18. Pay Transparency Nondiscrimination Provision	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer

**FHWA-1273 SUPPLEMENTAL SPECIFICATION**  
**REVISIONS OF FHWA-1273 FOR OFF-SYSTEM PROJECTS**

All references to FHWA-1273 to minimum wage rates required by the Davis-Bacon Act are hereby deleted. Davis-Bacon minimum wage rates are not applicable to this contract. All other provisions of FHWA-1273 apply including the submittal of weekly payroll records.



Budgeted Amount

Opened by  
Tabulated by

P Cook  
T Cooper

Bid # 2026:01  
Date: 2/18/2026

DIVISIONS/DEPARTEMENT:  
Engineering - CFP Rehab Trail Improvements

Crabtree & Son

Meadows  
Contracting

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

Page 1

Item	Quan	Description			Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	7789	Flat Section LF	\$6.00	46,734.00	\$8.90	69,322.10		0.00		0.00		0.00
2	1045	Parallel Ditch LF	\$6.00	6,270.00	\$8.90	9,300.50		0.00		0.00		0.00
3	65	Balanced Section LF	\$6.00	390.00	\$8.90	578.50		0.00		0.00		0.00
4	4062	Flexamat SF	\$24.00	97,488.00	\$11.80	47,931.60		0.00		0.00		0.00
5	60	Relief Ditch LF	\$6.00	360.00	\$8.00	480.00		0.00		0.00		0.00
6	1210	Dip Drain SF	\$19.00	22,990.00	\$12.60	15,246.00		0.00		0.00		0.00
7	20	Fill Hole CY	\$30.00	600.00	\$75.00	1,500.00		0.00		0.00		0.00
		Total		174,832.00		144,358.70		0.00		0.00		0.00
		Bid Bond (Y or N)	Yes		Yes							
		Signature (Y or N)	Yes		Yes							
		Qualifications Received (Y or No)	Yes		Yes							
		Additional sections met by vendor? (Y or N)	Yes		Yes							



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:021

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### A RESOLUTION TO ACCEPT THE BID AUTHORIZING THE PURCHASE OF TWO VANS FOR THE TRANSIT DEPARTMENT (JET)

WHEREAS, the City of Jonesboro, Arkansas, through its Jonesboro Economical Transit operations, has an ongoing need to maintain and improve safe, reliable, and ADA-compliant transportation services for the public; and

WHEREAS, staff has located vehicles to replace current vehicles that need replaced in our current fleet; and

WHEREAS, the City has identified the need to purchase two (2) low-floor ADA vans to support transit and mobility services; and

WHEREAS, a quote has been received from Creative Bus Sales, for two (2) BraunAbility Lone Star ADA Vans; and

WHEREAS, the quoted vehicle is available for purchase through the State of Oklahoma Contract No. SW0797M, FY 2026, which qualifies as a cooperative/state bid procurement method permitted under applicable purchasing laws and policies for \$156,933.00 each, \$313,866.00; and

WHEREAS, this purchased is supported by the following FTA Cost Match: 85% Federal and 15% local; and

WHEREAS, sufficient funds have been identified and are available for this purchase in the appropriate budget or grant accounts.

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

1. The City of Jonesboro hereby approves the purchase of two (2) BraunAbility Lone Star ADA Vans from Creative Bus Sales, utilizing the reciprocal bid from the State of Oklahoma Contract No. SW0797M (FY 2026), in accordance with the submitted quote dated February 12, 2026.

2. Mayor Harold Copenhaver and City Clerk April Leggett are hereby authorized by the City Council

for the City of Jonesboro to execute all documents necessary to effectuate this purchase.



# State of Oklahoma Contract

**SW0797M**

**FY 2026**

Preparer: Brent Roy

**Base Model**

Lone Star Promaster 3500 3.6L V6 9,350 GVWR

**Base Model Price:** \$ 138,736.00

**Options:** \$ 18,197.00

**Other Available Options:** \$ -

**Unpublished Options:** \$ -



**LONE STAR**  
**ADA Vans**

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
20'	Front	2	9	No

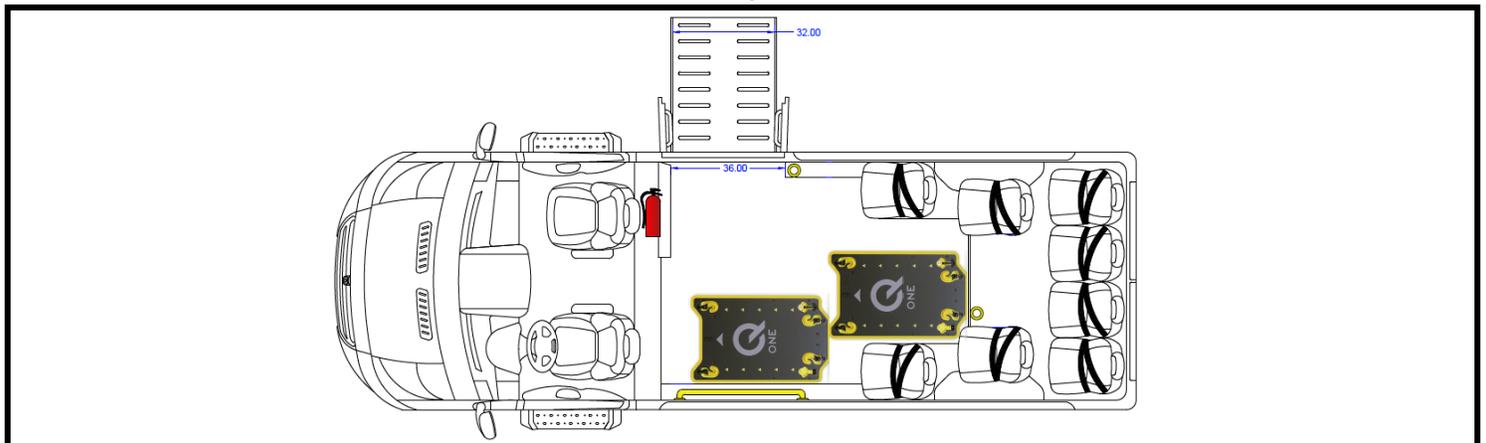
QTY Vehicles:  Total Contract Price:

**Per Vehicle Price:** \$ 156,933.00

**Customer Info**

<b>Customer:</b>	City of Jonesboro, AR
<b>Address:</b>	
<b>Contact:</b>	Lee Wells
<b>Office Phone:</b>	870-336-7223
<b>Mobile Phone:</b>	870-253-9397
<b>E-Mail:</b>	<a href="mailto:twells@jonesboroAR.gov">twells@jonesboroAR.gov</a>

**Floorplan**



**Chassis**

Ram Promaster 3500 High Roof chassis - 9,350 GVWR, 159" WB EXT  
3.6L V6 24V VVT gasoline engine  
6-Speed Automatic 62TE Transmission  
220-amp alternator  
Power-assisted hydraulic front & rear disc brakes  
4-wheel anti-lock brake system  
22-gallon OEM fuel tank  
16"x6" aluminum wheels  
Cruise control  
Cloth driver and co-pilot seats  
Driver/Co-pilot sun visor  
Power windows  
Power door locks  
Power-heated mirrors  
OEM chassis dash heater, A/C, and defroster  
Bright white clear coat

**Body**

Lowered floor behind driver/co-pilot for ADA access  
Driver side step  
Trans Air 50K BTU AC system  
Electric passenger entry door (A&M Systems)  
3-pt passenger seat belts  
ABS interior paneling - walls and ceiling  
Altro flooring

**ADA**

Manual swing away ramp providing 32" usable width  
One (1) set of Q'Straint retractable wheelchair securement systems  
ADA interlock  
ADA-compliant ramp and door entrance lighting

**Safety**

5 lb. fire extinguisher  
First aid kit  
Emergency triangle kit  
Backup alarm  
Emergency window

## Options

Qty	Description	FY 2023 List Price	QTY Total
1	In-floor slide-out wheelchair ramp	\$ 6,450.00	\$ 6,450.00
1	InQline Assist wheelchair winch system	\$ 5,850.00	\$ 5,850.00
1	Angel Trax 4-camera system	\$ 4,546.00	\$ 4,546.00
1	Additional Wheelchair Securement Position	\$ 1,351.00	\$ 1,351.00
-		<b>Subtotal Manufacturer Options:</b>	<b>\$ 18,197.00</b>



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:022

**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 233 S. FISHER, PARCEL 01-144181-44700, OWNED BY MICHAEL KEVIN KELLY IN THE AMOUNT OF \$9,754.56

LEGAL DESCRIPTION: MATTHEWS ADD

WHEREAS, MICHAEL KEVIN KELLY, the owner of record, was properly notified of a code violation at 233 S. Fisher, 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 12/17/2025 using city funds in the amount of \$9,754.56; 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 233 S. Fisher St.



***Notice of Condemnation Action***

10/22/2025

MICHAEL KEVIN KELLEY  
233 S FISHER ST  
JONESBORO AR 72401

Case #: 255628  
Subject: 233 S. FISHER, JONESBORO, AR 72401

Dear: MICHAEL KEVIN KELLEY

This is notification that the property located at: 233 S. FISHER, JONESBORO, AR 72401 will be placed on the agenda for condemnation before the City Council of the City of Jonesboro on: 11/18/2025 or if postponed, at any other meeting as designated by City Council.

The Council will meet at 5:30pm at the Municipal Building at 300 S. Church on that date.

You have the right to appear to contest this action.

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

Cell: 870-926-1404 Email: [dcooley@jonesboro.org](mailto:dcooley@jonesboro.org)

Sincerely,

A handwritten signature in black ink, appearing to read "D Cooley".

David Cooley  
Code Enforcement Officer  
Jonesboro, AR 72401



**CITY OF JONESBORO**  
**Code Enforcement**  
Request For Invoice

To: Tosha Moss

Date: December 31, 2025

Case # 255638

Property Address: 233 S. Fisher St. Jonesboro, AR 72401 APN# 01-144181-44700

Notice to Repair or Remove Sent on: Done Under Emergency

Deadline for Owner Abatement: Done Under Emergency

Demo Completed On: December 19, 2025

Need to send the following charges to this person.

Property Owner: Michael Kevin Kelly  
233 S. Fisher St.  
Jonesboro AR 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Title Search	\$ 250.00
Newspaper Publication	\$ 301.60
Attorney Ad Litem	\$ 760.44
Demolition Charge	\$ 7,400.00
Certified Postage for Notices	\$ 20.96
Standard Postage for Notices	\$ 1.56
Admin Fees	\$ 1000.00
Filing Fees	\$ 20.00
<hr/>	
Total	\$ 9,754.56

Thank you,  
Scott Roper  
Jonesboro Police Department  
Code Enforcement Division  
PO Box 1845  
Jonesboro, AR 72403





Invoice# : 0070116
Case# : 255628

Invoice Notice Mailed Prior to 2/04/2026

Michael Kevin Kelly  
233 Fisher  
Jonesboro, AR 72401

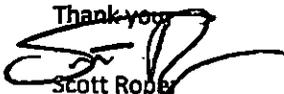
Subject: 233 S Fisher Parcel# 01-144181-44700

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 3/17/2026.

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-201-2025

File Number: RES-25:167

Enactment Number: R-EN-201-2025

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO  
CONDEMN PROPERTY LOCATED AT: 233 S. Fisher Street, Jonesboro, AR, 72401; Parcel #  
01-144181-44700

OWNER: Michael Kevin Kelly

LEGAL DESCRIPTION: Lot 12, Block 3 of the Matthews Addition to the City of Jonesboro, Arkansas.

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

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

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property  
located at: 233 S. Fisher Street, Jonesboro, AR, 72401.

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER 2025.



# INVOICE

Stuebe Excavation  
2006 Highway 135 N  
Paragould, AR 72450

StuebeExcavation@gmail.com  
+1 (870) 243-5262



**Bill to**  
City Of Jonesboro  
300 S. church St  
Jonesboro, AR 72401

**Ship to**  
City Of Jonesboro  
300 S. church St  
Jonesboro, AR 72401

## Invoice details

Invoice no.: 1797  
Terms: Net 30  
Invoice date: 12/17/2025  
Due date: 01/16/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	12/17/2025	<b>Demolition&amp;Removal</b>	Tear down structure and haul away @ 233 fisher st Jonesboro ar	1	\$7,400.00	\$7,400.00
					<b>Total</b>	<b>\$7,400.00</b>

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,  
TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 233 S FISHER,  
PARCEL 01-144181-44700, OWNED BY MICHAEL KEVIN KELLY IN THE AMOUNT  
OF \$9754.56

LEGAL DESCRIPTION: MATTHEWS ADD

WHEREAS, MICHAEL KEVIN KELLY, the owner of record, was properly notified of a code violation at 233 S Fisher, 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 \_12/17/2025\_ using city funds in the amount of \$9754.56; 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 233 S. Fisher St.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:023

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

### A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A 60 MONTH SERVICE LEASE CONTRACT FOR 12 COPY MACHINES

WHEREAS, the various copy machines owned by the City of Jonesboro need replacement due to age and lack of available repair and operating components; and

WHEREAS, the City of Jonesboro wishes to enter into a service lease with Forrest Office Machines for 12 copiers; and

WHEREAS, upon completion of the service lease, the city will have an option to purchase the machines at fair market value in accordance with city purchasing guidelines.

WHEREAS, funds to support the leasing agreement are included in department subsections of the FY2026 budget.

WHEREAS, the proposal for the copy machines is attached hereto.

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

SECTION 1: The City of Jonesboro agrees to the terms outlined in the Forrest Office Machine service lease proposal for copy machines.

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

# FORREST

OFFICE MACHINES

(870) 932-7852  
1005 Gee Street • Jonesboro, AR 72401

February 23, 2026

City of Jonesboro

RE: Replace With locations

4<sup>th</sup> floor collections SHARP BP71C31 2 PAPER TRAYS

ANIMAL CONTROL SHARP BP71C31 2 PAPER TRAYS

FIRE DEPT JOHNSON SHARP BP71C31 2 PAPER TRAYS

3<sup>RD</sup> FLOOR MPO SHARP BP71C31 2X 500 + 2000 SHEET TRAYS INNER  
FINISHER

PARKS & ADMIN DAN AVE SHARP BP71C31 2 PAPER TRAYS

UNIFORM PATROL SHARP BP71C31 2 PAPER TRAYS

PARKS W NETTLETON SHARP BP71C31 2 PAPER TRAYS

MAYOR OFFICE SHARP BP71C45 4 TRAYS, INNER FINISHER

TRAFFIC/WARRANTS SHARP BP71C31 2 PAPER TRAYS

GRANTS 4<sup>TH</sup> FLOOR SHARP BP71C31 2 PAPER TRAYS

PLANNING 3<sup>RD</sup> FLOOR SHARP BP71C65 2X 500 + 2000+3000 SHEET TRAYS  
LARGE STAPLE FINISHER

FINANCE 4<sup>TH</sup> FLOOR SHARP BP71C45 4 TRAYS INNER FINISHER

If you have any questions, please let me know.

Thanks

Barry Forrest





LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City Of Jonesboro
Telephone No: 8709321052

Billing Address: 300 S Church St, Jonesboro, AR 72401
Equipment Location (if other than Billing Address): 300 S Church Street, Jonesboro, AR 72401

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)

Table with 5 columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Row 1: \* PLEASE REFER TO SCHEDULE A

Table with 4 columns: BASE TERM IN MONTHS (60), TOTAL NUMBER OF LEASE PAYMENTS (60 @ \$1,528.00), END OF LEASE PURCHASE OPTION (Fair market value, 10% of cost, \$1.00), and a list of fees: (a) Advance Payment: \$0.00, (b) Security Deposit: \$0.00, (c) Documentation Fee: \$95.00, Total due a + b + c =: \$95.00

\*\*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- 1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: City Of Jonesboro
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_
X \_\_\_\_\_ E-Mail Address: \_\_\_\_\_ Date: \_\_\_\_\_
Lessee Authorized Signature
Tax ID Number: \_\_\_\_\_

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X \_\_\_\_\_ Print Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Accepted by: LEAF Capital Funding, LLC By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



SCHEDULE A TO LEASE AGREEMENT  
(EQUIPMENT DESCRIPTION)

Lease Application No.: **1102888**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
-----	-----------------------	----------	------	-------	---------------

Location: 300 S Church Street, Jonesboro, AR 72401

9	Sharp Bp 71c31	New		Bp 71c31	
2	Sharp Bp 71c45	New		Bp 71c45	
1	Sharp Bp 71c65	New		Bp 71c65	

LESSEE: City Of Jonesboro

LEAF CAPITAL FUNDING, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



DELIVERY AND ACCEPTANCE CERTIFICATE

Date of Equipment Delivery: \_\_\_\_\_

Application No.: 1102888

City Of Jonesboro ("Customer") hereby certifies that all of the equipment, software and other property (collectively, "Equipment") referred to in that certain Agreement related to the above referenced application number (the "Agreement") by and between Customer and LEAF Capital Funding, LLC ("LEAF") has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to LEAF that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to LEAF that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES LEAF TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER(S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

CUSTOMER: City Of Jonesboro
By: \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
E-Mail Address: \_\_\_\_\_
Date: \_\_\_\_\_

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



LEAF AUTOPAY PROGRAM
(AUTHORIZATION TO DEBIT AND CREDIT ACCOUNT BY ACH)

Customer Name: City Of Jonesboro

Application Number: 1102888

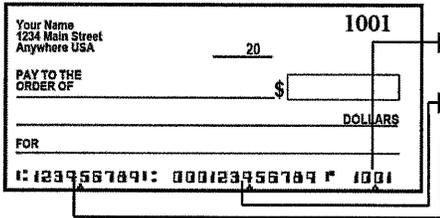
In connection with the above referenced contract(s) ("Contract"), Customer(s) hereby authorize(s), LEAF Capital Funding, LLC AND/OR ITS AGENTS, SUCCESSORS AND ASSIGNS (collectively, "Company"), to initiate ACH credit and/or debit entries, and if necessary, adjust any credit and/or debit entries made in error to the account described below ("Account") at the financial institution named below ("Bank").

Recurring Authorization: Initial to the left to authorize a RECURRING ACH authorization.

One-time Payment: Initial to the left to authorize a ONE-TIME debit of the below account of \$95.00 plus taxes.

BANK NAME: ABA/ROUTING NUMBER:
BRANCH: ACCOUNT NAME:
CITY:
STATE: ZIP: ACCOUNT NUMBER:

(ATTACH A VOIDED CHECK ON THE ABOVE ACCOUNT)



The check number is on the top and bottom right of the check - we do not need the check number.
Account Number is the middle group of 12 numbers on the bottom of your check.
Routing Number is the group of 9 numbers on the bottom left of your check.

Customer certifies that all information set forth above is true and correct. Customer agrees to give Company not less than twenty (20) days advance written notification of any termination or change in this Authorization, which shall remain in full force and effect until Company has received such written notification from Customer.

Signature: X
Print Name:
Title:
Date:
Phone Number:
E-mail Address:
Customer Billing Contact Information (if different from information on left):
Name:
Title:
Phone Number:
E-mail Address:

THE PERSON SIGNING ABOVE AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER AND THAT THE ACCOUNT IS PRIMARILY FOR COMMERCIAL AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.



## State and Local Government Addendum

Reference: **Application No. 1102888**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **City Of Jonesboro** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

**3. Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

**4. Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

**5. Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

**6. Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

**7. Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: <b>City Of Jonesboro</b>	<b>LEAF CAPITAL FUNDING, LLC</b>
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:025

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FEDERAL TRANSIT ADMINISTRATION (FTA), FY2025 49 U.S.C SECTION 5339 FORMULA GRANTS FOR THE JONESBORO ECONOMICAL TRANSPORTATION (JET) SYSTEM

WHEREAS, the Arkansas Department of Transportation (ARDOT) is the FTA designated recipient of the 49 U.S.C Section 5339 and the City of Jonesboro, Arkansas a direct recipient of this grant through ARDOT; and,

WHEREAS, the City of Jonesboro was allocated \$120,446 in 5339 funding for JET in Fiscal Years 2025; and,

WHEREAS, JET requests \$120,446 in 5339 funding with up to a 20% local match for capital projects; and,

WHEREAS, 5339 funds are available during its allocated fiscal year plus three additional years and must be applied for and obligated or the funds will be returned.

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

SECTION 1: The Jonesboro City Council supports application submissions to FTA for the FY 2025 Section 5339 formula grants.

SECTION 2: The Mayor or the Mayor's designee are hereby authorized by the City Council for the City of Jonesboro, Arkansas to execute all necessary documents to effectuate the grant applications.

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro, Arkansas to submit all necessary documents for this federal-aid program.

SECTION 4: The Mayor or the Mayor's designee are hereby authorized and directed to execute all appropriate agreements and contracts regarding any future award of the FY2025 Section 5339

formula grants



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:026

**Agenda Date:**

**Version:** 1

**Status:** Recommended to Council

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

**File Type:** Resolution

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FEDERAL TRANSIT ADMINISTRATION (FTA), FY 2025 49 U.S.C SECTION 5307 FORMULA GRANTS FOR THE JONESBORO ECONOMICAL TRANSPORTATION (JET) SYSTEM

WHEREAS, the Arkansas Department of Transportation (ARDOT) is the FTA designated recipient of the 49 U.S.C Section 5307 Urbanized Area Formula Grant and the City of Jonesboro a direct recipient of this grant through ARDOT; and,

WHEREAS, Section 5307 funds are available during its allocated fiscal year plus five additional years and must be applied for and obligated for spending or the funds will be returned; and,

WHEREAS, the FTA has apportioned \$1,489,359 in Section 5307 formula funding to the City of Jonesboro; and,

WHEREAS, JET requests \$1,489,359 in Section 5307 formula funding with a \$819,150 local match for operating assistance and capital projects.

		<u>Federal</u>		<u>Local</u>
Operating Assistance	\$595,744		\$595,744 (50%)	
Capital Projects	\$893,615		\$223,406 (20%)	

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

SECTION 1: The Jonesboro City Council pledges its full support for the submission of applications for FY 2025 Section 5307, Urbanized Area Formula Grants, to USDOT-FTA.

SECTION 2: The Mayor or the Mayor’s designee are hereby authorized by the City Council for the City of Jonesboro, Arkansas to execute all necessary documents to effectuate the grant applications.

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro, Arkansas to submit all necessary documents for this federal-aid program.

SECTION 4: The Mayor or the Mayor's designee are hereby authorized and directed to execute all appropriate agreements and contracts necessary regarding any future award of the FY 2025 Section 5307 grant application.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:027

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ISSUE A PURCHASE ORDER TO WILKINS ELECTRIC, LLC FOR THE HUNTINGTON AVENUE LIGHTING PROJECT (2026:02)

WHEREAS, the City of Jonesboro desires to accept the low bid and issue a Purchase Order for the Huntington Avenue Lighting project;

WHEREAS, the low bidder and the firm selected for the project is Wilkins Electric, LLC.; and,

WHEREAS, the funding for the execution of the Purchase Order shall come from the 2026 Capital Improvement budget and compensation shall be paid in accordance with the terms of Bid Number 2026:02.

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

Section 1: That the City of Jonesboro shall accept the low bid and issue a Purchase Order to Wilkins Electric, LLC. for the Huntington Avenue Lighting project.

Section 2. Funding for the execution of the Purchase Order shall come from the 2026 Capital Improvement budget and compensation shall be paid in accordance with the terms of Bid Number 2026:02.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to direct the Purchasing/Finance Specialist to issue a Purchase Order for this project.



Budgeted Amount \$0.00

Opened by P Cook  
 Tabulated by T Cooper

Bid #: 2026:02  
 Date: 03/04/26

DIVISIONS/DEPARTEMENT: Engineering/Parks Dept	Inline	TLS Group	Wilkins Electric				
--	--------	-----------	------------------	--	--	--	--

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

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	1	Huntington Ave Lighting Project Invoice Price		239,393.46		265,017.50		\$110,000.00						
		Is bid bond attached ( Y or N )		Yes		Yes		Yes						



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:028

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

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

WHEREAS, following the closure of the non-reinforced portion of the Justice Complex, E-911 administrative and training staff have been temporarily housed in open office space in multiple areas at City Hall; and

WHEREAS, 911 administrative staff seek a longer-term office arrangement that allows for more efficient communication, training needs and general usage space; and

WHEREAS, new staffing has been hired, and office spaces currently occupied by 911 administration are now needed by other department staff; and

WHEREAS, it has been determined that it is more cost effective to rent a temporary space rather than repair the damaged Justice Complex building until the new 911 center is completed.

WHEREAS, research has been performed and the space proposed has been identified as the best option in regard to pricing, layout and location.

WHEREAS, the unit is located at 624 S. Main and includes approximately 1,700 square feet that includes office space, a conference room for training, private restrooms and a breakroom area.

WHEREAS, the proposed lease initial term is 6 months with the ability for the city to renew under the same terms at a rate of \$2,300 per month.

WHEREAS, in order to support the lease payments, moving cost, and miscellaneous expenses associated, a FY2026 budget amendment of \$25,000 is requested.

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

Section 1: The City Council approves the lease contract, attached to this resolution, with Continental Limited Partnership.

Section 2: The City Council hereby approves a \$25,000 amendment of the E911 FY2026 budget.

Section 3: The Mayor, Harold Copenhaver and City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

WHEREAS, following the closure of the non-reinforced portion of the Justice Complex, E-911 administrative and training staff have been temporarily housed in open office space in multiple areas at City Hall; and

WHEREAS, 911 administrative staff seek a longer-term office arrangement that allows for more efficient communication, training needs and general usage space; and

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Section 3: The Mayor, Harold Copenhaver and City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.



## LEASE AGREEMENT

This indenture of Lease, made and entered into this \_\_\_\_\_ day of March, 2026, by and between **Continental Limited Partnership**, hereinafter referred to as "**Lessor**," and \_\_\_\_\_, hereinafter referred to as "**Lessee**" (whether one or more),

**Witnesseth:**

**That For and in Consideration** of the rents and covenants hereinafter set out, the **Lessor** does hereby let, lease, and demise that certain space in that certain building known as the "Continental Building," and located at 624 South Main Street, Jonesboro, Arkansas, being more specifically described as:

Suite #101 (Unit), consisting of eight rooms two storage closets, kitchenette, and private restroom, located on the East side of the first floor, and containing approximately 1,703 square feet of floor space and hereinafter referred to as the "demised premises."

**To Have and to hold** the said demised premises unto the **Lessee**, it's successor, and assigns from the First 1<sup>st</sup> day of \_\_\_\_\_ 2026, and ending on the Last day of \_\_\_\_\_ 2026, for and during and until the full end and term of SIX (6) months(s), then next and ensuing and fully to be completed and ended. Upon completion of the SIX (6) months term, **Lessee** may exercise the option to renew the lease agreement, and upon the terms and conditions hereinafter expressed:

- 1) The **Lessee** agrees to pay, and the **Lessor** agrees to accept as rent for the said demised premises, the sum of **Two Thousand, Three Hundred Dollars (\$2,300.00)** per month, payable in advance on or before the first (1<sup>st</sup>) day of each month during the term hereof. It is also agreed that any monthly rental received after the fifth (5<sup>th</sup>) day of the month shall include a late payment fee of Twenty Dollars (\$20.00).
- 2) The rents and charges herein set out shall be due and payable on the first (1<sup>st</sup>) day of each month during the term hereof, and shall be delinquent upon the close of business on the fifth (5<sup>th</sup>) day after said date. Upon the sixth (6<sup>th</sup>) day after said date, the said rents and charges remaining unpaid, LESSOR shall give LESSEE written notice of such delinquency and five (5) days thereafter, said rents and charges shall be deemed in default for the purpose of paragraph 20 herein below.
- 3) The **Lessor** acknowledges receipt of \$ NONE from the **Lessee**, to be held by the **Lessor** to cover replacement or repairs of any property which shall be damaged or destroyed during the occupancy of the Lessee, for any cleaning costs entailed to prepare the property for further rental, or for any unpaid lease. Any portion of such money remaining after paying the loss, damage, cleaning, or unpaid lease at the expiration of the lease shall be returned to the LESSEE.

Lessor (Initials) \_\_\_\_\_

Lessee (Initials) \_\_\_\_\_

\_\_\_\_\_, Lease, - \_\_\_-2026.

4) It is understood and agreed that in the event that no “deposit” is required from Lessee, that said Lessee shall still be liable for those repairs, replacements, or cleaning costs as described above in paragraph 3, and shall pay such costs to the Lessor withing 15 days of receipt of such billing.

5) The demised property shall be used only by the **Lessee**, it’s successors and assigns, and for the purpose of conducting the \_\_\_\_\_ and no other type of commercial activity shall be conducted on said premises without the prior written permission of the **Lessor**.

6) **Lessee** takes said premises subject to all building and zoning restrictions and laws in force on the date hereof, it being understood by both parties that the conduct of the business described herein is in compliance with such restrictions. **Lessee** shall have seven (7) days from signing of this Lease to confirm such compliance.

7) **Lessee** shall examine said demised premises before taking possession thereof, and **Lessee’s** entry into possession shall constitute conclusive evidence that as of the date thereof, the said demised premises were in good order and satisfactory condition.

8) **Lessee** will not assign or in any manner transfer this **Lease**, or any estate, interest, or benefit therein, or sublet said demised premises, or any part or parts thereof, or permit the use of the same or any part thereof by anyone other than the said **Lessee** without the prior written consent of the **Lessor**. Consent by the **Lessor** to any assignment or transfer of interest under this Lease, or subletting of said demised premises shall not constitute a release, waiver, or consent to any other assignment, or any part thereof and shall be limited to the instance stated in such written consent. Consent shall not be unreasonably withheld.

9) In the event said demised premises shall be made untenable by fire or other casualty, **Lessor May**; (a) terminate the term of this Lease, or (b) repair, restore, and rehabilitate said premises. If **Lessor** elects to repair, restore, and rehabilitate said premises and shall fail to begin construction within thirty (30) days following such loss, **Lessee**, within fifteen (15) days next following, may terminate this lease by written notice to **Lessor**. If **Lessor** shall fail to substantially complete such repair, restoration, and rehabilitation within three (3) months, allowance being made for delay due to practical impossibility, **Lessee**, by written notice to the **Lessor**, given within fifteen (15) days next following the last day of said three months, may terminate the term hereof as of the date of such fire or casualty. The rents shall be abated by **Lessor** during the period said demised premises are uninhabitable, subject to the conditions and terms set out above.

Lessor (Initials) \_\_\_\_\_

Lessee (Initials) \_\_\_\_\_

\_\_\_\_\_, Lease, - -2026.

10) From and after the effective date of this **Lease**, and throughout the term of this **Lease**, the **Lessee**, at it's own costs and responsibility shall maintain in good condition the demised premises, and at the end of said Lease, surrender same in like condition as when taken, excepting therefrom only natural wear and tear. Said **Lessee** shall be responsible to said **Lessor** for any and all such costs which shall be due to the negligence of the **Lessee**, it's officers, employees, agents, guests, or invitees.

11) The **Lessee** agrees not to make any alterations in the demised premises without the prior written consent of the **Lessor**. All fixed appliances, plumbing, heating, air conditioning, electrical, or other fixtures and partitions shall remain in place when the demised premises are vacated at the end of or during the term of this Lease.

12) **Lessee** agrees not to erect, install, or display upon the exterior of the said building or part thereof, including windows, any sign, lettering, placard, announcement, decoration, or advertising material whatsoever. **Lessee** may have the firm name painted or placed upon the entrance door or adjacent wall to the demised premises, said design and location to have prior approval of the **Lessor**.

13) **Lessee** shall obtain and maintain throughout the term of the Lease, a policy of liability insurance adequate to protect **Lessor** against the claims of any and all persons coming upon said demised premises.

14) **Lessee** agrees not to suffer anything to be or to remain in or upon or about the demised premises which will invalidate any policy of insurance which **Lessor** may now or hereafter have upon said demised premises. **Lessee** shall not hold **Lessor** liable for any loss whatsoever for personal property in the event of damage or destruction or loss of said property by fire or other casualty.

15) **Lessee** shall not permit, allow, or cause any act or deed to be performed, or any practice to be adopted or followed in or about said demised premises which shall cause, or be likely to cause, injury or damage to any person or to said demised premises or it's appurtenances. **Lessee** agrees not to commit or permit any waste whatsoever nor to create or allow any nuisance to exist on the premises and to abate any nuisance that may arise promptly and free of expense to the **Lessor**.

Lessor (Initials) \_\_\_\_\_

Lessee (Initials) \_\_\_\_\_

\_\_\_\_\_, Lease, - \_\_\_\_\_-2026.

16) **Lessee** shall at all times keep demised premises in a neat and orderly condition. **Lessee** agrees not to interfere with the full and complete use of the entry ways and common access areas by other tenants or their clients by the storage or temporary deposit of products, merchandise, supplies, equipment, or other materials except for brief transit, without the express approval of the **Lessor**.

17) The deposits and payments for the use of electricity, water, sewage, refuse, heat, and air conditioning will be paid by the **Lessor**. Telephone and other utilities are the responsibility of the **Lessee**. Installation of additional or supplemental electrical power or other utility sources or lines shall have the prior written approval of the **Lessor**.

18) **Lessee** agrees to have and to hold the **Lessor** harmless from violations of the laws of the United States, the State of Arkansas, the County of Craighead, and the Ordinances and Laws of the City of Jonesboro, Arkansas.

19) To permit the **Lessor**, it's agents, or employees, to have access to and to enter said premises at all reasonable and necessary times for any purpose connected with the repair, improvement, care, and management of the demised premises, and of the building in which said demised premises are situated, including the showing of the property to prospective Lessees or purchasers. It is also agreed that **Lessor** shall have keys to all units for access thereto in event of emergencies or management purposes. **Lessor** agrees not to enter upon said demised premises without good cause and shall respect the privacy and confidentiality of demised premises.

20) The happening of any one of the following events (hereinafter referred to as "event of default") shall constitute a breach of this **Lease** on the part of the **Lessee**, namely:

- (a) The failure of the **Lessee** to pay any and all rents and charges payable to **Lessor** under the provisions of this **Lease Agreement**, on the terms and at the times herein specified. The failure of **Lessee** to pay any rental when due shall be a breach of all future rentals.
- (b) The filing by or on behalf of **Lessee** of any Petition of Pleading to declare **Lessee** a bankrupt, or the adjudication in bankruptcy of **Lessee** under any Bankruptcy Law or Act.
- (c) The failure of **Lessee** to fully and promptly perform any act required of it in the performance of this Lease or to otherwise comply with any term or provision hereof.

Lessor (Initials) \_\_\_\_\_

Lessee (Initials) \_\_\_\_\_

\_\_\_\_\_, Lease, - \_\_\_\_-2026.

Upon the happening of any event of default, the **Lessor** shall, at **Lessor's** option, have the right to enter upon and take immediate possession of said demised premises, either with or without bond or notice, and to evict and expel the **Lessee** and any or all of **Lessee's** property, either with or without process of law or in equity, and without prejudice to any remedies or rights which **LESSOR** may have for the collection of any delinquent rents, rents accruing in the future, possession, past, present, or future damages, or any other remedies to which the **Lessor** may be entitled and no delay in the exercise of the option shall be deemed a waiver of **Lessor's** right to exercise same at a later date.

21) The execution of this **Lease** or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have any relationship between Lessor and Lessee other than solely that of Landlord and tenant.

IN WITNESS WHEREOF, the parties hereto have caused this indenture to be signed on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Continental Limited Partnership, Lessor

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:018

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**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

### RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR A TRAFFIC SIGNAL

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

3506U Pleasant View Drive (Traffic Signal)

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

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

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:019

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

**In Control:** Public Works Council Committee

**File Type:** Resolution

### RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BUS SHELTERS

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

1418U E Washington Ave  
200U Creath Ave  
900U W Monroe Ave  
301U S Gee St  
621U S Gee St  
1421U W Nettleton Ave  
315U W Oak Ave  
1210U S Church St  
1003U E Matthews Ave  
1301U S Caraway Rd  
1737U S Caraway Rd  
1834U Grant Ave  
2405U E Nettleton Ave  
1500U N Church St  
2404U Race St  
1900U Latourette Dr  
5504U Krueger Dr  
2601U Richardson Dr  
2904U Phillips Dr  
2608U Fair Park Blvd  
2106U E Johnson Ave  
220U N Main St  
2028U N Church St  
2410U N Church St  
1005U Belt St  
1435U Belt St  
2001U Belt St  
1904U E Johnson Ave

300U Carson St  
200U Cate St  
2046U Century Blvd  
401U Union St  
301U W Highland Dr  
125U Forest Park Dr  
3800U Race St  
501U W Highland Dr  
316U W Washington Ave  
1751U W Nettleton Ave

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

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

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:024

**Agenda Date:**

**Version:** 1

**Status:** Recommended to  
Council

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

**File Type:** Resolution

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO ACCEPT AN OFFER TO SETTLE EXISTING LIENS END DUAL LITIGATION EFFORTS BETWEEN THE CITY OF JONESBORO AND LAUREL PARK, LLC

WHEREAS, Laurel Park LLC representatives have made an offer to settle a lien established by Jonesboro City Council resolution 25:106 for demolition cost of a structure located at, or near 100 West Washington Avenue, commonly known as Citizens Bank.

WHEREAS, a settlement offer of \$110,000 has been presented for consideration; and

WHEREAS, upon acceptance of the offer, and certification of funds received has been completed, the City of Jonesboro would terminate lien claims by the city on PARCEL 01-144183-42300.

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

SECTION 1: The City of Jonesboro, Arkansas hereby authorizes the settlement of the lien established by resolution 25:106 in exchange for payment of \$110,000 by Laurel Park LLC.

SECTION 2: Upon certification of funds received by the city, the City of Jonesboro will remove current lien claims held by the city on Parcel 01-144183-42300.

SECTION 3: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to execute all documents necessary to effectuate the proposed settlement.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:030

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO ENTER INTO A CONTRACT TO SELL 1025 HOPE AVENUE and 405 McDANIEL STREET TO CLINT JACKSON

WHEREAS, the City of Jonesboro desires to enter into a contract to sell 1025 Hope Avenue and 405 McDaniel Street (together, the “Property”) to Clint Jackson (the “Purchaser”); and

WHEREAS, the Land Bank Commission held a regular meeting on February 10, 2026, with all members who were present voting unanimously to recommend acceptance of the Purchaser’s response to RFP for the purchase of the Property for the purchase price of \$60,000.00.

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

SECTION 1: The City of Jonesboro, Arkansas shall contract with Clint Jackson for the sale of 1025 Hope Avenue and 405 McDaniel Street to Purchaser for the purchase price of \$60,000.00 plus customary closing costs.

SECTION 2: A copy of the Real Estate Contract is attached hereto.

SECTION 3: The Mayor, Harold Copenhaver, and City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

## **CONTRACT TO PURCHASE REAL ESTATE**

This Contract to Purchase Real Estate (“Contract”) is entered into between the City of Jonesboro, Arkansas (“Seller”) and Clint Jackson (“Buyer”).

### **SECTION 1: AGREEMENT TO PURCHASE**

Seller agrees to sell and Buyer agrees to purchase property located at 1025 Hope Avenue and 405 McDaniel, more particularly described below (the “Property”), on the terms and conditions contained herein:

Legal Description:

A PART OF BLOCK 15 OF PATRICK’S THIRD ADDITION TO THE CITY OF JONESBORO, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK FIFTEEN (15); THENCE WEST 150 FEET; THENCE SOUTH 200 FEET; THENCE EAST 150 FEET; THENCE NORTH 200 FEET TO THE PLACE OF BEGINNING

### **SECTION 2: PURCHASE PRICE AND EARNEST MONEY**

Buyer agrees to pay to Seller the sum of \$60,000.00 (the “Purchase Price”), with Buyer to pay the sum of \$\_\_\_\_\_ (“Earnest Money”) which shall be nonrefundable in the event of Default by Buyer (as further described in Paragraph 15 herein) but shall be applicable to the Purchase Price at Closing. The Earnest Money shall be deposited with Closing Agent by Buyer upon execution of this Contract. The Purchase Price shall be paid by certified funds or a wire transfer at Closing.

### **SECTION 3: CONDITIONS TO PURCHASE**

Buyer’s obligation to purchase the Property is subject to Buyer receiving good and marketable title.

### **SECTION 4: CONDITION OF PROPERTY**

Seller is selling the Property to Buyer in an “AS IS & WHERE IS” condition.

### **SECTION 5: INSPECTION PERIOD**

Buyer shall have a (10) day inspection period from the date of this Contract. The inspection period shall commence upon the date Seller signs this Contract.

**SECTION 6: CLOSING DATE**

The closing date shall be within thirty (45) days from the end of the inspection period. The Closing shall occur at a title company of Buyer's choosing.

**SECTION 7: CLOSING COSTS**

Seller shall pay one-half of the Real Estate Transfer Tax, one-half of the Closing Agent's fee, the deed preparation, and their attorney fees. The Buyer shall pay for Title Commitment and Title Insurance Policy, the Survey, if any, one-half of the Real Estate Transfer Tax, one-half of the Closing Agent's fee, all recording fees, and the Buyer's attorney fees and other fees incurred by the Buyer.

**SECTION 8: TITLE**

Buyer shall obtain Title Commitment and have the right to obtain a Survey at Buyer's option. Once Buyer has obtained the Title Commitment and Survey, if any, Buyer shall have ten (10) days to notify Seller of material defects associated with Title to Sellers's Property. Seller shall have up to sixty (60) days from the date of receipt of notice of a material title defect to cure or remedy any such defect in Title. If Seller fails or refuses to cure any identified material Title defect, Buyer may either: i) terminate this Contract with a return of the Earnest Money to Buyer and no party having any further obligation hereunder; or, ii) waive the Title defect and purchase the Property.

**SECTION 9: POSSESSION**

Seller shall deliver possession of the Property as of Closing.

**SECTION 10: TAXES AND ASSESSMENTS**

Real estate taxes and assessments shall be prorated to the date of Closing. Seller shall be responsible for paying all real estate taxes and assessments which are due on or have accrued as of the date of Closing.

**SECTION 11: DELIVERIES AT CLOSING**

Buyer shall deliver to Seller the Purchase Price, and Seller shall deliver to Buyer a Warranty Deed conveying the Property to Buyer.

**SECTION 12: NOTICES**

Any notice or consent required to be given hereunder shall be deemed to have been duly given when reduced to writing, delivered by United States Certified Mail, Return Receipt Requested, postage prepaid or by personal delivery as evidenced by a receipt of delivery and addressed as follows:

SELLERS: City of Jonesboro  
c/o Mayor Harold Copenhaver  
300 S. Church Street  
Jonesboro, AR 72401

BUYER: Clint Jackson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change its address as set forth above, so long as that party notifies the other party of the change of address within five (5) days from the date the address has been changed.

**SECTION 13: BINDING EFFECT**

This Contract is binding upon and shall inure to the benefit of the parties executing this Contract and their respective successors, assigns, executors and personal representatives.

**SECTION 14: AMENDMENT**

This Contract cannot be amended except by written instrument executed by both parties.

**SECTION 15: DEFAULT**

In the event Seller defaults in the performance of its obligations under this Contract or refuses to transfer the Property, the Buyer shall have all remedies available to it under Arkansas Law including the right of specific performance.

In the event Buyer fails to perform its obligations under this Contract and refuses to close, then Seller’s remedies are retention of the Earnest Money and all other remedies available under Arkansas law.

**SECTION 16: EFFECTIVE DATE**

The effective date of this Contract is the date upon which the Seller signs the Contract.

**SECTION 17: RISK OF LOSS**

Until Closing, the risk of loss for damage to the Property remains with Seller.

This Contract has been read by both parties and signed on the date set forth below.

**SELLER:**

CITY OF JONESBORO

\_\_\_\_\_  
By: Mayor Harold Copenhaver

\_\_\_\_\_  
By: City Clerk April Legett

Dated: March \_\_, 2026

**BUYER:**

\_\_\_\_\_  
Clint Jackson

Dated: March \_\_, 2026



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: COM-26:013

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**Agenda Date:** 3/17/2026

**Version:** 1

**Status:** To Be Introduced

**In Control:** City Council

**File Type:** Other  
Communications

REQUEST TO SET A PUBLIC HEARING TO REVIEW THE APPLICATION BY GUSTAVO FLORES-CABRERA TO ESTABLISH A TAXICAB SERVICE

Jonesboro Police Department

Taxi-cab Operator Application

Ord. 42-82

Full Name: Cabrera, Gustavo

Date of Birth: 03/01/1971

Home Address: 5612 Windsong, Jonesboro, AR

Background Screening, completed by outside source, examples (ADP, Occuscreen)

One copy for applicant

One copy for PD application file

Copy of Current VALID drivers license

Photo of Driver (3x5 or larger)

Copy of vehicle insurance - coverage for minimum of 6 months

Application Approved

Date: 02/27/2026

Application Denied

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

Notified by regular mail within 10 days if application is denied or delayed

Maell R. SGT

Officer Signature

02/27/2026

Date

# Jonesboro Police Department

## Taxicab Operating Condition Checklist Ord. 42-77

Taxi Business Name: Taxi Express

Cab #: 01

Initial Inspection: Date: 03/02/2026

Annual Inspection: Date: \_\_\_\_\_

Re-inspection for Violation: Date: \_\_\_\_\_

- |  |  |                               |
|--|--|-------------------------------|
| Taxi cab is less than 8 years old (limousine exemption) Headlights                       | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Head Lights / Brake Lights   | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Turn Signals   | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Lighted taxi ID sign, centered on roof - <i>magnetic</i>                                 | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Business name, taxi # displayed (left side, right side and rear) Tires - <i>magnetic</i> | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Horn   | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Muffler  | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Rearview Mirror  | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Windshield Wipers  | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| For Hire License Plate   | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Brakes   | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Vehicle in clean inside  | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Vehicle is clean outside   | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |
| Other necessary health, safety and welfare component(s): _____                           |  |                               |
| Taxi is in good and safe overall operating condition                                     | <input checked="" type="checkbox"/> Pass | <input type="checkbox"/> Fail |

**Passes Inspection**       **Fails Inspection**

SGT Michael Bush  
Inspecting Officer

# Jonesboro Police Department Taxicab Inspection

Taxicab # 01 was inspected and was found to comply with  
Jonesboro City Ordinance Sec. 42.78.

Inspected On: 03/02/2026

Expires: 03/01/2027

Inspected By: SGT. Michael Bush

Business Name: Taxi Express

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: Flores First: Gustavo Middle:
Date of Birth: Sex: Race:
Social Security Number: (not verified, supplied at time of request)
Home/Mailing Address: 5612 Windsong Dr Jonesboro, AR 72404



- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: 004484535
Date: 02/06/2025 Agency Reporting: Arkansas State Police

Purpose: Non-mandated under Arkansas Code §12-12-1501 through 1513 allows the release of Arkansas non-criminal justice background information to persons who have the signed consent of the subject of the record. The release form on file with the employer, service provider or third party must indicate that the employer or Service Provider/Third Party Agent on behalf of the employer or subject shall have the authority to request the criminal background check. INA and the Arkansas State Police will hold the third party responsible for any inquiries or audits that may be conducted.

Released To: Kimmie Rudley On Behalf of Gustavo Flores
Representing: Self

Mailing Address: 5612 Windsong Dr Jonesboro Arkansas 72404

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.



**ARKANSAS** DRIVEN'S LICENSE NOT FOR FEDERAL ID

CLASS D

DL# 922816276

CABRERA  
GUSTAVO FLORES

1512 WINDSONG DR  
JONESBORO, AR 72404-3067

ISS: 01/01/2025 EXP: 03/01/2033

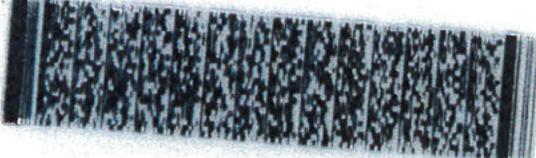
SEX: [REDACTED] HGT: 5-04" EYES: BRO

END: NONE RESTR: NONE

DD: 1561427323 1604

*Gustavo Flores*





21  
922816276

CLASS: D - Non-Commercial, +15 PASGR, including driver

RESTRICTIONS: None

ENDORSEMENTS: None

MEDICAL CODES: None

08/01/1974  
Rev: 02/04/2018






**SHELTER  
MUTUAL  
INSURANCE  
COMPANY**

**RENEWAL NOTICE**



NA 003007 MRGV2 20250810



**GUSTAVO CABRERA**  
5612 WINDSONG DR  
JONESBORO AR 72404-8857

**Due Date: 09-14-2025**  
**Payment Due: Monthly**  
**Policy Number: 03-1-9820397-6**  
**Kind of Policy: Automobile**

**Please remove these cards. Keep one card in your motor vehicle and carry the other card with you.**

<p align="center"><b>Automobile Insurance Identification Card</b> This evidence of insurance must be carried in the insured motor vehicle for production upon demand.</p> <p>Shelter Mutual Insurance Company      1-800-SHELTER (743-5837) 1817 W Broadway      Columbia MO 65218-0001 Agent: DILLINGER INSURANCE AGENCY LLC      870-578-5900</p> <p>Policy No: 03-1-9820397-6 Effective Date: 09/14/2025      Expiration Date: 03/14/2026 2019 CHEVY COLORADO LT 2W CREW      VIN: 1GCGSCEN2K1329648 NAIC # 23388 Excluded Drivers: NONE</p> <p align="center"><b>GUSTAVO CABRERA</b> 5612 WINDSONG DR JONESBORO AR 72404-8857</p> <p align="center"></p> <p>ARP-3</p>	<p align="center"><b>Automobile Insurance Identification Card</b> This evidence of insurance must be carried in the insured motor vehicle for production upon demand.</p> <p>Shelter Mutual Insurance Company      1-800-SHELTER (743-5837) 1817 W Broadway      Columbia MO 65218-0001 Agent: DILLINGER INSURANCE AGENCY LLC      870-578-5900</p> <p>Policy No: 03-1-9820397-6 Effective Date: 09/14/2025      Expiration Date: 03/14/2026 2019 CHEVY COLORADO LT 2W CREW      VIN: 1GCGSCEN2K1329648 NAIC # 23388 Excluded Drivers: NONE</p> <p align="center"><b>GUSTAVO CABRERA</b> 5612 WINDSONG DR JONESBORO AR 72404-8857</p> <p align="center"></p> <p>ARP-3</p>
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M-1521.1-M

**See reverse side for policy change form - Detach and return if necessary**

<b>Policy Number</b> 03-1-9820397-6	<b>Policy Period</b> 09-14-2025 to 03-14-2026	<b>Due Date</b> 09-14-2025	<b>Payment Due</b> Monthly
--	--	-------------------------------	-------------------------------

**Vehicle:**

2019 CHEVY COLORADO LT 2W CREW  
VIN 1GCGSCEN2K1329648

**THE PREMIUM IS WITHDRAWN FROM  
YOUR ACCOUNT UNDER YOUR  
INSURANCE PREMIUM PAYMENT PLAN**

**Total Renewal Premium \$1,107.38**

**Agent** DILLINGER INSURANCE AGENCY LLC  
03-E659-71  
870-578-5900

**Insured** GUSTAVO CABRERA  
5612 WINDSONG DR  
JONESBORO AR 72404-8857

If you have any questions, please contact your agent. Thank you for your business.



**VEHICLE REGISTRATION CERTIFICATE**  
**STATE OF ARKANSAS**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**KEEP THIS DOCUMENT IN YOUR VEHICLE**

VEHICLE IDENTIFICATION NUMBER  
**3GCPWBK9L6349709**

LICENSE PLATE **703YTE** LICENSE TYPE/USE **TXLP PK** DECAL COLOR **0** EXPIRATION DATE **9/30/2025** DECAL NO **703YTE**  
 YEAR **2020** MAKE **CHEV** MODEL **SIL** BODY **PK** COLOR **RED** FUEL **G** CYL **4** Unladen Weight **04700** DISPLACEMENT **0** AXLES **0**  
 OWNERS COUNTY **CRAIGHEAD** DATE ISSUED **3/4/2025**  
 TITLE NUMBER# **701013672065** ISSUING STATE: **AR** TITLE PRINT STATUS  
 RENEWAL IDENTIFICATION NUMBER (RIN): **08165537** VERIFICATION CODE: **1423**  
 OWNER(S) **FLORES-CABRERA, GUSTAVO** TITLE BRANDS  
**5612 WINDSONG DR** PURCHASED  
**JONESBORO AR 72404-8857** **New Arkansas Dealer**



REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1)
0.00	1.00	0.00	0.00
CREDIT	TRANSFER FEE	PLUS EXT WARR	LOCAL TAX(2)
0.00	0.00	0.00	0.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	0.00	0.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	0.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	0.00	0.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
0.00	0.50	0.00	1.50
SPECIAL FEE (3)	TEMP TAG FEE	LOCAL TAX PENALTY	TOTAL PAID
0.00	0.00	0.00	1.50
LIENHOLDER(S) REGIONS BANK			

**FLORES-CABRERA, GUSTAVO**  
**5612 WINDSONG DR**  
**JONESBORO AR 72404-8857**

"Owner must sign in the space indicated on back of this certificate"

OFF-TRAN-INFO  
 Renewal and Plate Replace  
 3/4/2025 3:49:49 PM  
 Jonesboro 16-01  
 206 S W DR STE B  
 (870)932-2716  
 mdowdy 2025-03-04

- INSTRUCTIONS:**
- 1) Remove decal by bending paper along dotted line.
  - 2) Lift edge of decal and slowly peel.
  - 3) See back side for instructions.

Gustavo Flores-Cabrera

5612 Windsong Drive

Jonesboro, Arkansas

March 9, 2026

Dear City Council,

**APPLICATION FOR PERMIT THROUGH THE OFFICE OF THE CITY CLERK TO  
OPERATE A CITY CAB IN JONESBORO**

The purpose of my application is to seek the approval of the City Council to grant me a permit for the operation of "Taxi Express" city cab service in the city of Jonesboro, Arkansas. The economic boom and constant growth in the population of the city of Jonesboro, as a result of the excellent leadership of the mayor and his team, require commendation and support from all the people of Jonesboro to keep the good work in progress.

It is therefore with this letter that I humbly apply for approval of a permit through the Office of the City Clerk for the operation of a city cab in Jonesboro in order to help alleviate the difficulties faced by people without vehicles, patrons waiting after hours, and others who need transportation around the city. The operation of the city cab will also help boost the economy of the city of Jonesboro. Moreover, the operation of the city cab will also promote peaceful, safer coexistence and cultural diversity among the people of the great city of Jonesboro.

Thank you for your anticipated approval.

Yours sincerely,

Gustavo Flores-Cabrera

870-316-2572

*Gustavo Flores-Cabrera*

OFFICIAL RECEIPT

Receipt Date 03/10/2026 03:56 PM  
Receipt Print Date 03/10/2026

Receipt # 00273940  
Batch # 00010.03.2026

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:  
CR

109.20

Detail:

01-000-0150-00

Proof of Publication Taxi Exp  
ress

109.20

-----  
Total

109.20

Payment Information:

Cash

200.00

Change

90.80

Gustavo Flores-Cabrera  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:011

**Agenda Date:** 3/17/2026

**Version:** 1

**Status:** First Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-2 TO C-3 FOR PROPERTY LOCATED AT 2005 EAST HIGHLAND DRIVE

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

SECTION 1. Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From: C-2, Downtown Fringe Commercial District

To: C-3, General Commercial District,

That land described as follows:

### LEGAL DESCRIPTION

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, THENCE SOUTH 89°35'32" WEST, ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 660.35 FEET TO A POINT; THENCE SOUTH 00°22'14" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 67.63 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00°22'14" WEST, A DISTANCE OF 959.77 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF GRANT AVENUE; THENCE NORTH 89°52'25" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 150.46 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 03°47'01", A RADIUS OF 1,516.75 FEET, A CHORD BEARING OF SOUTH 88°12'44" WEST AND A CHORD DISTANCE OF 101.46 FEET, THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 101.48 FEET TO A POINT; THENCE SOUTH 88°44'24" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 83.22 FEET TO A POINT;

HENCENORTH00°28'47" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 169.60 FEET TO A POINT; THENCE NORTH 00°07'44" EAST, A DISTANCE OF 222.50 FEET TO A POINT; THENCE NORTH 00°28'07" EAST, A DISTANCE OF 567.56 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHLAND DRIVE (ARKANSAS HIGHWAY 18); THENCE NORTH 89°11'36" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 334.80 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 321,234 SQ. FT. OR 7.37 ACRES, MORE OR LESS.  
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF- WAY OF RECORD.

SECTION II: The rezoning of this property shall adhere to the following stipulations:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Floodplain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.



METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

# Application for a Zoning Ordinance Map Amendment

Meeting Date: 3/10/26  
2/24/26 Date Received: \_\_\_\_\_  
Meeting Deadline: \_\_\_\_\_ Case Number: \_\_\_\_\_

## LOCATION:

Site Address: 2005 East Highland Drive, East of Bernard Street

Side of Street: South between Bernard Street and Caraway Road

Quarter: Northeast Section: 29 Township: 14 North Range: 4 East

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

## SITE INFORMATION:

Existing Zoning: Commercial C-2 Proposed Zoning: Commercial C-3

Size of site (square feet and acres): 321.234 SF / 7.37 Acres Street frontage (feet): 334' Highland

Existing Use of the Site: Vacant

Character and adequacy of adjoining streets: Highland Drive - asphalt (5 lanes ), Grant Avenue - asphalt (2 lanes)

Does public water serve the site? Yes

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

Does public sanitary sewer serve the site? Yes

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

## Use of adjoining properties:

North Commercial C-3

South Commercial C-3

East Commercial C-3

West Commercial C-3

Physical characteristics of the site: Vacant lot - Old Malco Site

Characteristics of the neighborhood: Commercial Development.

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

**REZONING INFORMATION:**

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

- (1). How was the property zoned when the current owner purchased it? C-2 Downtown Fringe Commercial District
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? To allow development of commercial office and retail development, which is not allowed within current zoning.
- (3). If rezoned, how would the property be developed and used? To develop commercial office and retail space.
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? Commercial development with 7 lots. Density not determined at this time.
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*? Yes. with the current uses of the neighborhood which includes both residences and commercial developments.
- (6). How would the proposed rezoning be in 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 adversely affect any of the above.
- (10). How long has the property remained vacant? +/- 20 years
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? The impact should be minimal.
- (12). If the rezoning is approved, when would development or redevelopment begin? Within the next 12 months.
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.* A neighborhood meeting has not been scheduled due to COVID-19. Meetings have not been done with neighbors.
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

**OWNERSHIP INFORMATION:**

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

**Owner of Record:**

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

Name: East Arkansas Area Agency on Aging  
 Address: 2005 East Highland Drive  
 City, State: Jonesboro, AR ZIP 72402  
 Telephone: 870 930 2700  
 Facsimile: 870 930 2709  
 Signature: *Kristie Landis*

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: *Kristie Landis*  
 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.*



**CITY OF JONESBORO  
MAPC PROPERTY OWNER NOTIFICATION**

The Metropolitan Area Planning Commission will hold a public hearing at the Municipal Building, 300 S. Church, Jonesboro, Arkansas, on:

**TUESDAY, March 10, 2026 AT 5:30 P.M.**

On the agenda for this meeting is a request to the Commission to approve a Zoning Request **on property within 200' of your property**. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision that you feel is unfair or unjust, you have the right to appeal the decision to City Council.

REQUEST BY: East Arkansas Area Agency on Aging DATE: February 17, 2026

DESCRIPTION OF REQUESTED USE: From existing C-2, Downtown Fringe Commercial District to C-3, General Commercial District  
\_\_\_\_\_  
\_\_\_\_\_

LOCATION OF REQUESTED USE: 2005 East Highland Drive, East of Bernard Street

In affixing my signature below, I am acknowledging my understanding of this request for a Zoning. I further understand that my signature only indicates my receipt of notification of the request for a conditional use and does not imply an approval by me or the proposed variance or appeal, unless so written by me to the Commission.

\_\_\_\_\_  
Printed Name of Property Owner within 200'                      (Signature)                      Date

\_\_\_\_\_  
Address

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church, or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.



4/30



\*JB2011R-008892 4\*

JB2011R-008892

ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

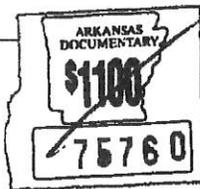
06/09/2011 02:52PM

BY Scott Neate, D. C.

Please Return To:

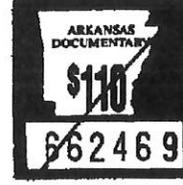
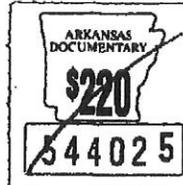
Lenders Title Company  
2207 Fowler Avenue  
Jonesboro, AR 72401

11-059230-300



FOR RECORDER'S USE ONLY

WARRANTY DEED  
(CORPORATION)



KNOW ALL MEN BY THESE PRESENTS:

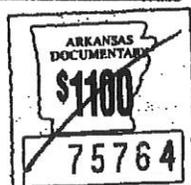
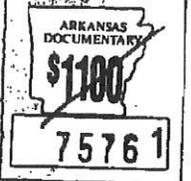
That, MALCO THEATRES, INC. and HRM ENTERPRISES, INC., collectively, Grantor, both corporations organized under and by virtue of the laws of the State of Arkansas, by and through their Presidents, duly authorized by proper resolution of the Board of Directors, for and in consideration of the sum of ---TEN AND 00/100 --- DOLLARS --- (\$10.00) and other good and valuable consideration, in hand paid by EAST ARKANSAS AREA AGENCY ON AGING, INC., Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Grantee and unto its successors and assigns forever, the following described land, situated in the County of Craighead and the State of Arkansas, to-wit:



SEE ATTACHED EXHIBIT 'A'

Subject to existing assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, of record, if any, including but not limited to the non-exclusive ingress-egress and parking rights over the hereinabove described property granted in the Warranty Deed of record in the Circuit Clerk's Office of Craighead County, AR in Deed Book 443, Page 397.

The following covenant and restriction is a part of this Deed, shall run with the land and shall bind the successors and assigns of the Grantee forevermore: The hereinabove described property and any improvements thereon may not be used for the operation of a commercial theatre or theatre exhibiting motion pictures.



**TO HAVE AND TO HOLD** the above described lands unto the Grantee(s) and unto its successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

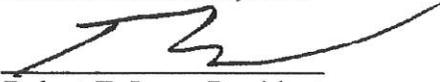
And the Grantor hereby covenants with the Grantee(s) that it will forever warrant and defend the title to the above described lands against all claims whatsoever.

**IN TESTIMONY WHEREOF**, the name of each Grantor is hereunto affixed by its duly authorized officer and its seal affixed this 7 day of June, 2011.

MALCO THEATRES, INC.

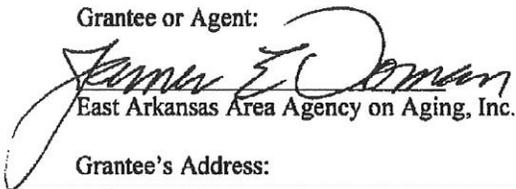
By:   
Stephen P. Lightman, President

HRM ENTERPRISES, INC.

By:   
Robert T. Levy, President

I hereby certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

Grantee or Agent:

  
East Arkansas Area Agency on Aging, Inc.

Grantee's Address:

P.O. Box 5035  
Jonesboro, AR 72403 5035

ACKNOWLEDGEMENT

STATE OF TENNESSEE )
) SS.
COUNTY OF SHELBY )

BE IT REMEMBERED that on this 7th day of June, 2011, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Stephen P. Lightman, to me personally well known (or satisfactorily proven to be), who stated that he is the President of Malco Theatres, Inc., a corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7th day of June, 2011.

Dianne G. Fortner
Notary Public
My Commission Expires: [Seal]

STATE OF TENNESSEE MY COMM. EXP. APRIL 6, 2014
) SS.
COUNTY OF SHELBY )

BE IT REMEMBERED that on this 7th day of June, 2011, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Robert T. Levy, to me personally well known (or satisfactorily proven to be), who stated that he is the President of HRM Enterprises, Inc., a corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7th day of June, 2011.

Dianne G. Fortner
Notary Public
My Commission Expires: [Seal]

EXHIBIT "A"

Part of the West Half of the Northeast Quarter of the Northeast Quarter of Section 29, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows: Commencing at the Northeast corner of Section 29, Township 14 North, Range 4 East; thence West along the section line a distance of 660.10 feet; thence South 00 degrees 47' West a distance of 62.30 feet to the South right of way line of Highland Drive to the Northeast property corner and the point of beginning; thence South 0 degrees 47' West a distance of 958.00 feet to the Southeast property corner on the North line of Grant Avenue; thence North 89 degrees 18' 30" West along said right of way line a distance of 150.55 feet to a point; thence along a curve to the left (Rad.=1586.50, Chd.= South 88 degrees 50' 45" West 102.20 feet) a distance of 102.22 feet to a point; thence South 87 degrees 00' 00" West a distance of 82.77 feet to the Southwest property corner; thence North 0 degrees 49' East a distance of 169.86 feet to a point; thence North 89 degrees 11' West a distance of 295.00 feet to a found iron pin on the East line of Bernard Street; thence North 0 degrees 49' East along said East line a distance of 222.46 feet to a found iron pin; thence South 89 degrees 11' East a distance of 295.00 feet to a found iron pin; thence North 0 degrees 49' East a distance of 567.66 feet to a found iron pin in the South line of Highland Drive; thence North 89 degrees 33' 30" East along said South line a distance of 334.80 feet to the point of beginning, containing 8.863 acres, more or less.

9589 0710 5270 1698 9419 62

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Brookland, AR 72417

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$4.40
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$10.48

Sent  
GAMBLE LAND COMPANY, LLC &  
MATH INVESTMENTS, LLC  
24 CRAIGHEAD 912  
BROOKLAND, AR 72417

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

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Brooklyn, NY 11234

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$4.40
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$10.48

Sent  
BERNARD COURT MS REALTY, LLC  
3119 QUENTIN ROAD  
BROOKLYN, NY 11234-4234

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

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Brookland, AR 72417

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$4.40
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$10.48

Sent  
NORTHROCK PARTNERS, LLC  
24 CRAIGHEAD 912  
BROOKLAND, AR 72417

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

9589 0710 5270 1698 9419 26

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Walnut Ridge, AR 72476

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$4.40
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$10.48

Sent  
CAVENAUGH PROPERTIES, LLC  
P.O. BOX 429  
WALNUT RIDGE AR 72476-0429

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

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Jonesboro, AR 72401

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$4.40
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$10.48

Sent  
ELITE 412 REAL ESTATE, LLC  
1000 WINDOVER, SUITE "C"  
JONESBORO, AR 72401

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

9589 0710 5270 1698 9417 40

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Jonesboro, AR 72401

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$4.40
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$10.48

Sent  
EAST ARK. AREA AGENCY ON AGING  
2005 EAST HIGHLAND DRIVE  
JONESBORO AR 72401

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

**U.S. Postal Service™**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Springdale, AR 72766

Certified Mail Fee \$5.30

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$
  - Return Receipt (electronic) \$
  - Certified Mail Restricted Delivery \$
  - Adult Signature Required \$
  - Adult Signature Restricted Delivery \$

Postage \$0.78

**Total Postage and Fees**  
 \$10.48



RNR INVESTMENTS, LLC  
 P.O. BOX 8140  
 SPRINGDALE, AR 71766-8140

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

9589 0710 5270 1698 9417 57



***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 26-03**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on March 10, 2026***

**REQUEST:** To consider a rezoning of 2005 East Highland Drive, East of Bernard St

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “C-2”, downtown fringe commercial district, to “C-3” general commercial district

**APPLICANT:** **Kristie Lands**

**LOCATION:** 2005 East Highland Dr

**SITE DESCRIPTION:** **Total Size:** Approx. 7.37 Acre- 321,234 S.F.  
**Street Frontage:** Approx. 334’ ft along Bernard St

**Existing Development:** Circa 2002, and 2003 this site was designed and approved as a subdivision.

**Physical Characteristics of the Site:** Vacant Lot

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>C-3</b>
<b>South</b>	<b>C-3</b>
<b>East</b>	<b>C-3</b>
<b>West</b>	<b>C-3</b>

**HISTORY:**

## ZONING ANALYSIS:

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

### **Comprehensive Plan Land Use Map:**

The Current/Future Land Use Map recommends this location as High Intensity Growth Sector.

### **High Intensity:**

A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available, and transportation facilities are equipped to handle the traffic.

### Typical Land Uses:

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

Density: Multi-family 8-14 Dwelling Units per acre

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.





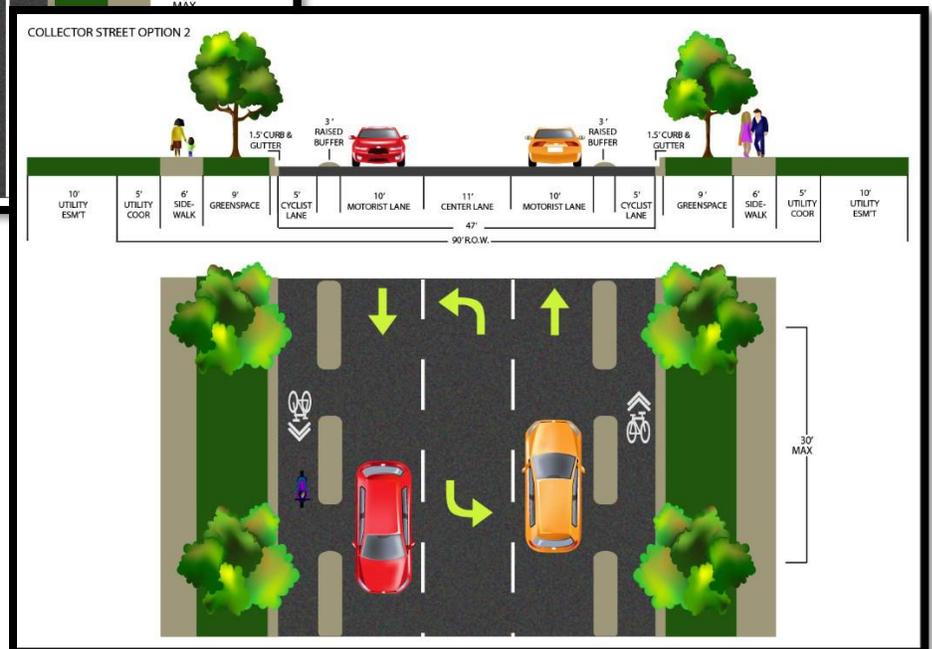
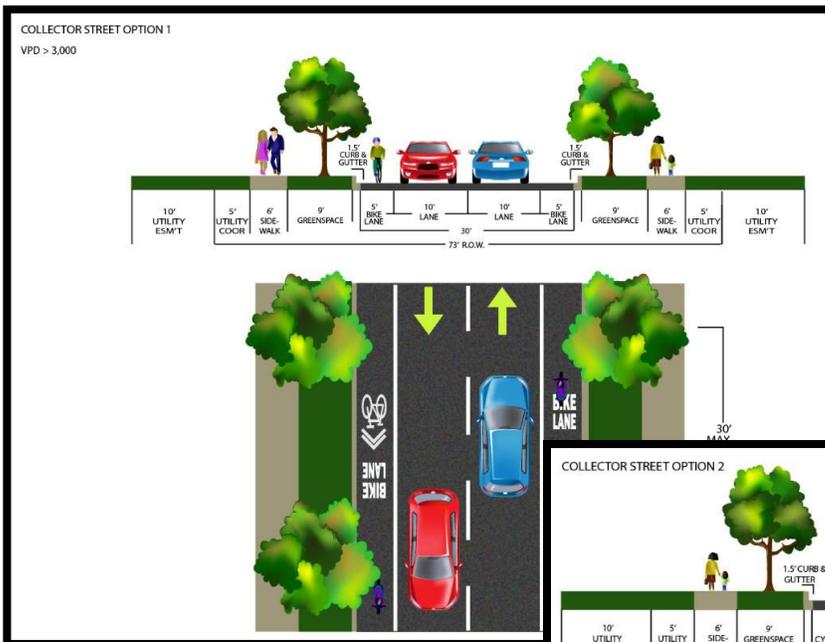
## Master Street Plan/Transportation

The subject property will be served by Bernard St. The Master Street Plan classifies Bernard St as a Collector Street.

**Collectors** provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

**FUNCTION:** A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

**DESIGN:** Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



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

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

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

## Staff Findings:

### Applicant's Purpose

The proposed area is currently classified as "C-2", downtown fringe commercial district. The applicant is applying for a rezoning to allow C-3 general commercial at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

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

*C-3, general commercial district.* The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

### Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
Code Enforcement	No issues were reported	

**Conclusion:**

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26-04 ; a request to rezone property “C-2”, downtown fringe commercial district, to “C-3” general commercial District. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.

Respectfully Submitted for Planning Commission Consideration,  
The Planning and Zoning Department

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 26-04 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “C-2”, downtown fringe commercial district, to “C-3” general commercial District., will be compatible and suitable with the zoning, uses, and character of the surrounding area.

**MAPC Meeting March 10<sup>th</sup>, 2026**

**1. Call to order**

**2. Roll Call**

Present (7): Dennis Zolper, Jim Little, Jimmy Cooper, Monroe Pointer, Kevin Bailey, Stephanie Nelson, Lonnie Roberts

Absent (2): Jeff Steiling, Paul Ford

**3. Approval of minutes**

**MIN-26:023**            MINUTES February 10<sup>th</sup>, 2025 MAPC

**A motion was made by Jimmy Cooper, seconded by , that the minutes be approved, the motion was PASSED with the following vote:**

Aye (7): Dennis Zolper, Jim Little, Jimmy Cooper, Monroe Pointer, Kevin Bailey, Stephanie Nelson, Lonnie Roberts

Nay (0)

Absent (2): Jeff Steiling, Paul Ford

**4. Preliminary Subdivisions**

**6. Conditional Use**

**7. Rezoning**

**RZ-26-04**            **Rezoning: 2005 East Highland Dr**

The Applicant Kristie Lands is requesting a rezoning of the property 2005 East Highland Drive from C-2 to C-3.

Lonnie Roberts (Chair): Do we have the proponent for this item?

John Easley (Proponent): John Easley with Associated Engineering on behalf of East Arkansas Planning. The current site we have is what was the old Malco movie theater and parking lot, it's

currently zoned C-2, and we're asking for it to be changed to C-3 to fit in with the adjacent property and overall neighborhood.

Lonnie Roberts: Okay, and I think you said yesterday this will all be at least temporarily zoned into one plat once we're finished.

John Easley: Yeah.

Lonnie Roberts: Okay. City Planner do you have staff comments on this one?

Derrel Smith (City Planner): Yes, sir. We do. We reviewed it and it meets all six of the rezoning criteria. So, we would recommend approval with the following requirements, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay, and with this being a rezoning, I'll open up for public comments or questions. If not, I'll open up for commissioners, any questions or comments for the city or the proponent?

Commission: I make a motion to approve.

Lonnie Roberts: A motion to approve do I hear a second?

Commission: Second.

**A motion was made by, seconded by, that the matter be approved, and the motion was PASSED with the following vote:**

Aye (6): Dennis Zolper, Jim Little, Jimmy Cooper, Monroe Pointer, Kevin Bailey, Stephanie Nelson

Nay (0)

Absent (2): Jeff Steiling, Paul Ford

## **8. Miscellaneous Items**

## **9. Staff Comments**

Lonnie Roberts (Chair): City planner do you have any staff comments?

Derrel Smith (City Planner): We had a rezoning that went out, it was published to be meeting today but we did not get all the notifications out so we had to reschedule. So, we will make those notifications and let everyone know it will be rescheduled. We need to find out if we're going to have a quorum for the March 24<sup>th</sup> meeting since that is the week of Spring Break and we know that several members are already going to be out, so let me know. How many of you are planning to be here on March the 24<sup>th</sup>?

Lonnie Roberts: We need to reach out to Ford and Steiling.

Derrel Smith: So, right now, if everybody, all five of them show up, we'll have a quorum. I'll reach out to the other two and we'll let you know if we will actually be able to have the meeting or not. Hopefully, we should know by the end of this week. The other thing is Design Week starts for the Comprehensive Plan and Master Street Plan, from March 30<sup>th</sup> through April the 4<sup>th</sup> at the old YMCA building. So, please come out and give your input. It will be all day sessions. If you're on the steering committee there will be a session just for that and there will be sessions for the public to come in. So, it'll basically be a four day event and we'll be out there hopefully to get everybody's comments so that we can provide a comprehensive growth plan that reflects the city.

Commission: Derrel, what time does that start?

Derrel Smith: They will be all day events. We're going to start in the mornings with some and there will be meetings and different things. I'll send out the ones open to everybody, I'll send you the times and dates on the whole.

Commission: Okay, thank you.

## **10. Adjournment**

Meeting was adjourned.

OFFICIAL RECEIPT

Receipt Date 03/12/2026 09:53 AM  
Receipt Print Date 03/12/2026

Receipt # 00274012  
Batch # 00012.03.2026

CITY OF JONESBORO  
300 S. Church St. Ste 106  
PO Box 1845  
JONESBORO, AR 72403-1845  
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:

CR 351.00

Detail:

01-000-0150-00  
Proof of Publication 2005 E  
Highland Dr Rezoning 351.00

-----  
Total 351.00

Payment Information:

Check 40959 351.00  
Change 0.00

Assocaited Engineering & Testi  
Customer #: 000000

Cashier: ALCooksey  
Station: ALCOOKSEY



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:006

---

**Agenda Date:**

**Version:** 1

**Status:** Second Reading

**In Control:** Public Safety Council Committee

**File Type:** Ordinance

AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Now therefore be it ordained by the city council for the city of Jonesboro Arkansas to make the following change as recommended by the Traffic Control Committee:

Establish no parking on either side of South Madison Street from Jefferson Avenue to Washington Avenue



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:005

**Agenda Date:**

**Version:** 1

**Status:** Third Reading

**In Control:** City Council

**File Type:** Ordinance

AN ORDINANCE TO VACATE AND ABANDON A DRAINAGE EASEMENT LOCATED IN LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS:

Being more particularly described as follows:

A 20.0 FEET DRAINAGE EASEMENT, BEING A PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 5R; THENCE, SOUTH 41° 11' 15" EAST, A DISTANCE OF 17.90 FEET; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 202.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 26' 35.04", HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 13' 29" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 50° 49' 15" WEST, A DISTANCE OF 203.16 FEET; THENCE, NORTH 40° 03' 04" EAST, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.09 ACRES (4060.27 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

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

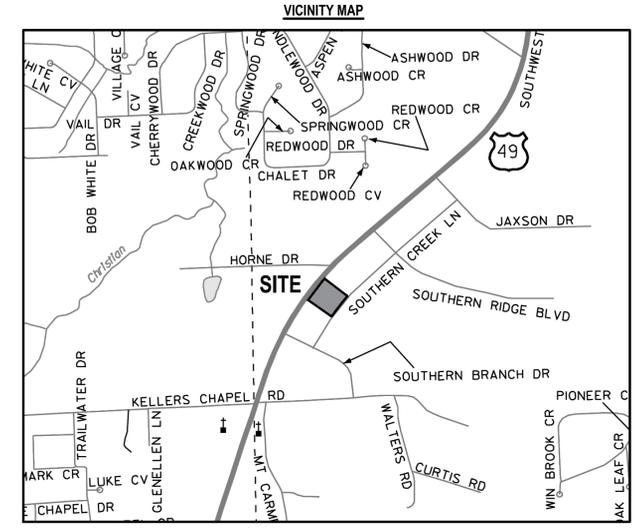
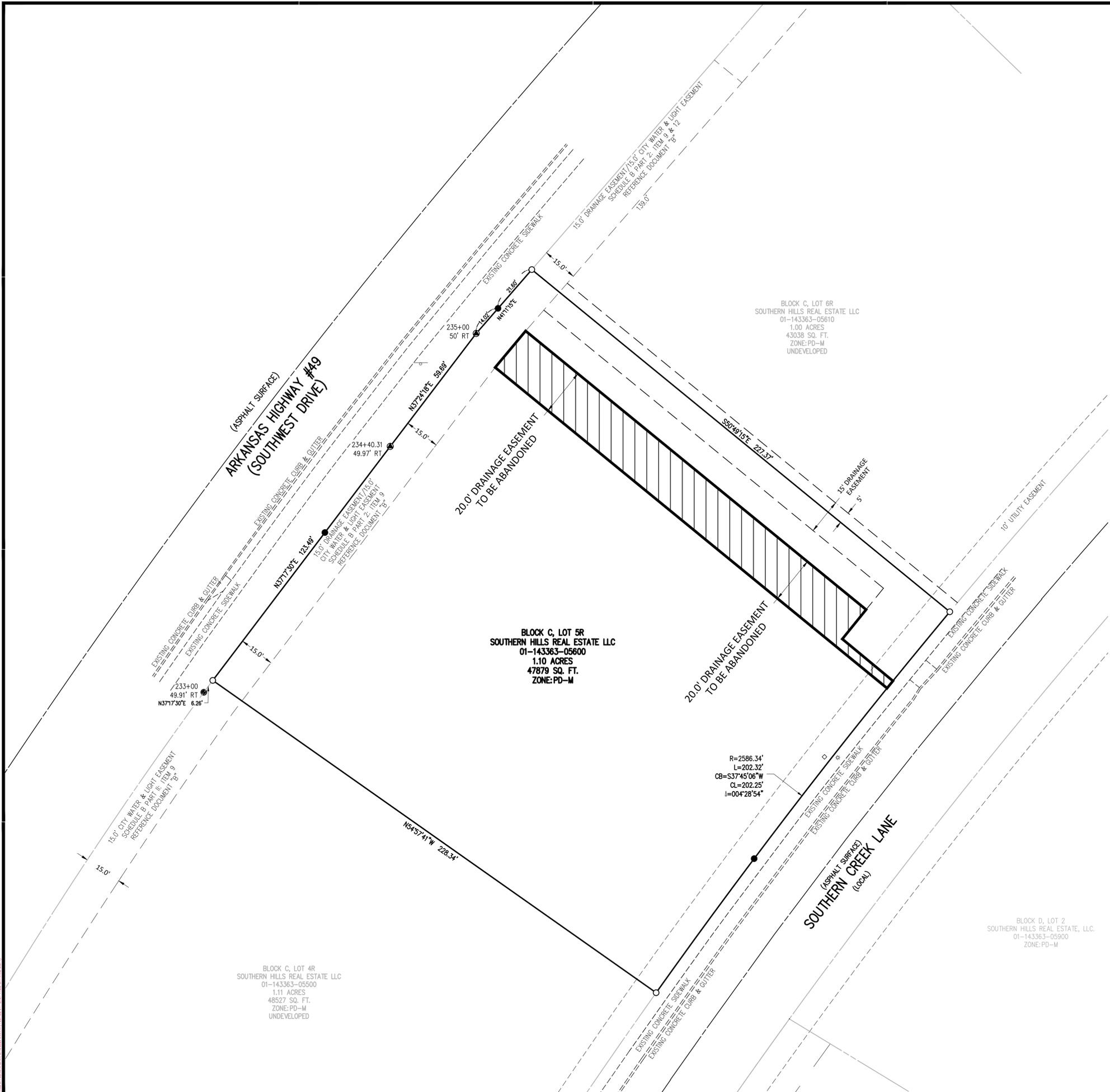
SECTION ONE: The City of Jonesboro, Arkansas, hereby releases, vacates, and abandons all of its rights, together with the rights of the public generally, in and to this part of the drainage easement designated as follows:

A 20.0 FEET DRAINAGE EASEMENT, BEING A PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 5R; THENCE, SOUTH 41° 11' 15" EAST, A DISTANCE OF 17.90 FEET; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 202.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING

TO THE LEFT THROUGH AN ANGLE OF  $00^{\circ} 26' 35.04''$ , HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH  $39^{\circ} 13' 29''$  WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH  $50^{\circ} 49' 15''$  WEST, A DISTANCE OF 203.16 FEET; THENCE, NORTH  $40^{\circ} 03' 04''$  EAST, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.09 ACRES (4060.27 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

SECTION TWO: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Craighead County, Arkansas and shall be filed in the Deed Records of such office.



**LEGEND**

○	SET 5/8" REBAR P.S. 1563	—	PROPERTY LINE
●	FOUND REBAR P.S. 1563	---	ADJACENT PROPERTY LINE
⦿	FOUND RIGHT-OF-WAY 5/8" REBAR	----	CENTERLINE ROAD
⦿	FOUND RIGHT-OF-WAY CONCRETE MONUMENT	- - - -	EXISTING EASEMENT
⊙	LIGHT POLE	- - - -	PROPOSED EASEMENT
⊙	FIRE HYDRANT	---	EXISTING WATER LINE
⊙	SIGN AS NOTED	---	GAS LINE
⊙	SANITARY SEWER	---	MAJOR CONTOUR LINE
⊙	STORM DRAIN	---	MINOR CONTOUR LINE
⊙	WATER VALVE	---	EXISTING CURB
⊙	ELECTRIC TRANSMISSION BOX	---	EDGE CONCRETE
⊙	ELECTRIC PULL BOX	---	UNDERGROUND STORM WATER
⊙	CORRUGATED METAL PIPE	---	EXISTING RIGHT-OF-WAY
⊙	REINFORCED CONCRETE PIPE	---	EXISTING SETBACK
⊙	PVC	---	
⊙	GRATE INLET	---	

	ABANDONMENT LIMITS
--	--------------------

RECORD INFORMATION

GRAPHIC SCALE IN FEET  
20' 0 20'

**BASIS OF BEARINGS:**  
RECORD PLAT BOOK C, PAGE 378 OF CRAIGHEAD COUNTY CIRCUIT CLERK OFFICE

STATE PLAT CODE:  
500-14N-03E-0-36-340-16-1563

SEAL

DRAINAGE ABANDONMENT EXHIBIT  
BLOCK C, LOT 5R  
OF THE SECOND REPLAT OF BLOCK C,  
SOUTHERN HILLS, JONESBORO,  
CRAIGHEAD COUNTY, ARKANSAS

PREPARED FOR:  
R.A. WILSON

ISSUE DATE: 3/04/2025  
PROJECT NO: 25492200  
CONTACT: MAD / SAM

2520 Alexander Drive Suite C  
Jonesboro, AR 72401-7194

**Crafton Tull**

870.203.7876 | www.craftontull.com

CERTIFICATE OF AUTHORIZATION

CRAFTON TULL & ASSOCIATES, INC.  
No. 109  
ARKANSAS ENGINEER

DATE	DESCRIPTION	DATE

DRAWING: C:\PROJECTS\2025\BARRIERS\2025\03-04\2025-03-04-16-1563\DWG\2025-03-04-16-1563-01.dwg  
DATE: 3/4/2025 10:00:00 AM  
PROJECT: 25492200  
DRAWN BY: R.A. WILSON  
CHECKED BY: R.A. WILSON  
SCALE: AS SHOWN  
PLOT DATE: 3/4/2025 10:00:00 AM  
PLOT BY: R.A. WILSON



October 17, 2025

Jeremy Bevill  
2520 Alexander Drive  
Suite C  
Jonesboro, AR 72401-7194

Dear Mr. Bevill,

The City of Jonesboro Engineering and Planning Department concurs with the abandonment of a 20 ft drainage easement between Southwest Drive and Southern Creek Lane on Block C, Lot 5R of the Second Replat of Block C Southern Hills Jonesboro, Craighead County, Arkansas

Sincerely,



Craig Light  
City Engineer



Darrel Smith  
Planning Director

Attachments



*Owned by the Citizens of Jonesboro*

January 14, 2026

City of Jonesboro  
P.O. Box 1845  
Jonesboro, AR 72403  
Attn: April Leggett, City Clerk

Re: Drainage Easement Abandonment  
Block C, Lot 5R of the Second Replat of Block C, Southern Hills  
City of Jonesboro  
Craighead County, Arkansas

Dear April:

City Water and Light has no objection with the abandonment of the drainage easement of Block C, Lot 5R of the Second Replat of Block C, Southern Hills. All being located between Arkansas Highway #49 and Southern Creek Lane. Craighead County, located in Jonesboro, Arkansas.

Being more particularly described as follows: As described on the attached Abandonment Release Form and the Abandonment Plat.

Please call if more information is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jake Rice III', is written over a faint, light blue circular stamp.

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

Enclosure

Cc: Crafton Tull

# ABANDONMENT RELEASE FORM

GENERAL UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, ALLEY, STREET RIGHT-OF-WAY

REQUESTED ABANDONMENT TYPE: Drainage Easement

I have been notified of the petition to abandon the drainage easement as described following:

A 20.0 FEET DRAINAGE EASEMENT, BEING A PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 5R; THENCE, SOUTH 41° 11' 15" EAST, A DISTANCE OF 17.90 FEET; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 202.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 26' 35.04", HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 13' 29" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 50° 49' 15" WEST, A DISTANCE OF 203.16 FEET; THENCE, NORTH 40° 03' 04" EAST, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.09 ACRES (4060.27 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

No objections to the abandonment described above.

No objections to the abandonment described above, provided the following easements are retained. (Described below)

Objection to the abandonment (s), reasons described below.

Described reasons for objections or easements to be retained:

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City Water & Light  
Utility Company/ Municipality

  
Signature of Representative

GENERAL MANAGER  
Title



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: 10/22/2025

Requested Abandonment: Drainage Easement Abandonment

Legal Description:

**Survey Description:**  
 20.0' drainage easement to be abandoned between Southern Creek Lane and Southwest Drive. See plat on next page for further description of the easement to be abandoned.

UTILITY COMPANY COMMENTS:

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

Described reasons for objection or easements to be retained.

Grace Hohnbaum  
Signature of Utility Company Representative

Engineer  
Title

Subject: [External] FW: Southern Hills - Drainage Easement Abandonment  
Date: 10/28/2025 9:15 AM  
From: "RICKEY, CASEY W" <CR886S@att.com>  
To: "nancy.taylor@craftontull.com" <nancy.taylor@craftontull.com>

---

Nancy,

AT&T has no objections to this abandonment. Do you have a form that you have filled out that you need signed?

Thanks

*Casey Rickey*

Manager ROW and  
Joint Use - Engineer  
AT&T Arkansas/SW MO  
220 Prospect Ave.  
Hot Springs Nat. Park  
cr886s@att.com  
M 870.897.7233



---

**From:** Nancy Taylor <[Nancy.Taylor@craftontull.com](mailto:Nancy.Taylor@craftontull.com)>  
**Sent:** Wednesday, October 22, 2025 3:57 PM  
**To:** Brad Timms <[btimms@jonesborocwl.org](mailto:btimms@jonesborocwl.org)>; GREGORY, TODD R <[tg5473@att.com](mailto:tg5473@att.com)>; Rich Busby <[rich.busby@rittercommunications.com](mailto:rich.busby@rittercommunications.com)>; Grace Hohnbaum <[ghohnbaum@summitutilities.com](mailto:ghohnbaum@summitutilities.com)>; Brad Rachal <[bradley.rachal@alticeusa.com](mailto:bradley.rachal@alticeusa.com)>  
**Cc:** Jeremy Bevill <[Jeremy.Bevill@craftontull.com](mailto:Jeremy.Bevill@craftontull.com)>  
**Subject:** Southern Hills - Drainage Easement Abandonment

To Whom It May Concern,

Crafton Tull on behalf of Southern Hills Real Estate, LLC, is requesting the abandonment of the drainage easement as shown on the attached drawings.

Please let me know if you need any additional information.

Sincerely,

Nancy Taylor

**Nancy Taylor, P.S.**  
Professional Surveyor | Survey



phone 870.336.3434

1.888.336.4249

fax 870.336.3401

office 2400 Ritter

**Utility Release Form**

Utility Company: E. Ritter Communications Holdings, LLC.      12/11/2025

Requested Abandonment: Southern Creek Lane 20' Drainage Easement to be Abandoned.

Legal Description:

Survey Description: The Second Replat of Block C, Southern Hills, Jonesboro, Craighead County Arkansas. (Between Hwy 49 -Southwest Drive and Southern Creek Drive. Jonesboro AR.)

Located on Block C, Lot 5R, Parcel 01-143363-05600 containing 1.10 acres (47879 sq ft), Zone PD-M, owned by Southern Hills Real Estate LLC and shown on attached drawing.

UTILITY COMPANY COMMENTS:

- No Objections to the abandonment(s) described above.
- No objections to the abandonment(s) described above, provided the following easements are retained (see attached)
- Ritter objects to the abandonment(s) described above. Reason for objection below.

Victor Esposito  
Ritter Company Representative

CTO  
Title

Subject: [External] RE: External E-mail - Southern Hills - Drainage Easement Abandonment  
Date: 10/23/2025 12:03 PM  
From: "Brad Rachal" <Bradley.Rachal@optimum.com>  
To: "Joel Watson" <William.Watson@optimum.com>, "Gene Blackwell" <Gene.Blackwell@optimum.com>  
Cc: "Nancy.Taylor@craftontull.com" <Nancy.Taylor@craftontull.com>

---

Thank you, Joel, I am adding Nancy for awareness.

**Brad Rachal**

Business Development Specialist  
Optimum

318-510-6179  
[bradley.rachal@optimum.com](mailto:bradley.rachal@optimum.com)

725 Benton Rd  
Bossier City, La 71111  
[optimum.com](http://optimum.com)



---

**From:** Joel Watson <William.Watson@optimum.com>  
**Sent:** Thursday, October 23, 2025 11:59 AM  
**To:** Brad Rachal <Bradley.Rachal@optimum.com>; Gene Blackwell <Gene.Blackwell@optimum.com>  
**Subject:** RE: External E-mail - Southern Hills - Drainage Easement Abandonment

Optimum does not have plant in this easement.

Thank you,

**Joel Watson**

Construction Ops Lead  
Optimum

870-530-7677  
[William.Watson@Optimum.com](mailto:William.Watson@Optimum.com)

1520 S Caraway Rd  
Jonesboro, AR 72401  
[optimum.com](http://optimum.com)



---

**From:** Brad Rachal <Bradley.Rachal@optimum.com>  
**Sent:** Wednesday, October 22, 2025 4:51 PM  
**To:** Joel Watson <William.Watson@optimum.com>; Gene Blackwell <Gene.Blackwell@optimum.com>

**PETITION**

TO: *Honorable Harold Copenhaver, Mayor, and Members of the City Council of the City of Jonesboro, Arkansas*

PETITION TO ABANDON A DRAINAGE EASEMENT LOCATED WITHIN LOT 5R OF THE SECOND ADDITION OF BLOCK C OF SOUTHERN HILLS IN JONESBORO, ARKANSAS.

We / I the undersigned, being the owner/s of all property adjoining the following drainage easement located in the City of Jonesboro, Arkansas, described as follows:

A 20.0 FEET DRAINAGE EASEMENT, BEING A PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 5R; THENCE, SOUTH 41° 11' 15" EAST, A DISTANCE OF 17.90 FEET; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 202.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 26' 35.04", HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 13' 29" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 50° 49' 15" WEST, A DISTANCE OF 203.16 FEET; THENCE, NORTH 40° 03' 04" EAST, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.09 ACRES (4060.27 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas to have all of the above described drainage easement legally abandoned.

DATED this 12th day of December 2025.

PROPERTY OWNER NAME AND ADDRESS:

WBJonesboroAR, LLC

PO Box 6480

Hot Springs, AR 71902

Larry Yancey, EVD  
Larry Yancey, Signature

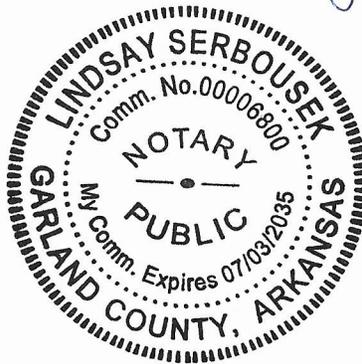
12/12/25  
Date

Subscribed and sworn to before me this 12th day of December, 2025

(SEAL)

Lindsay Serbousek  
NOTARY

Expiration date: 07/03/2035



OFFICIAL RECEIPT

Receipt Date 01/22/2026 10:08 AM  
Receipt Print Date 01/22/2026

Receipt # 00270997  
Batch # 00122.01.2026

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 711.75

Detail:  
01-000-0150-00  
Drainage Easement Abandonment  
at Southern Hills in Block C 711.75

-----  
Total 711.75

Payment Information:  
Credit Car 3374 711.75  
Change 0.00

Jeremy Bevill  
Customer #: 000000

Cashier: KMHattenhauer  
Station: KMHATTENHAUER



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-26:007

**Agenda Date:**

**Version:** 1

**Status:** Third 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 RS-6 FOR PROPERTY LOCATED AT 900 N. CARAWAY ROAD AS REQUESTED BY KLAUS PROPERTY MANAGEMENT LLC

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

**SECTION 1:** CHAPTER 117, KNOWN AS THE REZONING 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:** RESIDENTIAL RS-6

**THE FOLLOWING DESCRIBED PROPERTY:**

**LEGAL DESCRIPTION:**

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 01°00'53" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 09, 33.13 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE NORTH 01°00'53" EAST, ALONG SAID WEST LINE, 99.02 FEET; THENCE NORTH 89°52'59" EAST, LEAVING SAID WEST LINE, 439.23 FEET TO THE WEST LINE OF LOT 1 OF NANCY BROOKS SUBDIVISION; THENCE SOUTH 00°17'46" WEST, ALONG SAID WEST LINE, 99.00 FEET; THENCE SOUTH 89°52'59" WEST, 440.48 FEET TO THE POINT OF BEGINNING PROPER; CONTAINING 1.00 ACRES (43,546 SQ FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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

1. That the proposed site plan 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 Commission approval in the future.



# Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA  
PLANNING COMMISSION  
Jonesboro, Arkansas

Meeting Date: 02/12/26

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

Meeting Deadline: \_\_\_\_\_

Case Number: RZ-26-03

## LOCATION:

Site Address: 900 N. Caraway Rd. Jonesboro, AR 72401

Side of Street: E between East Johnson Ave and Greensboro Rd.

Quarter: SW Section: 09 Township: 14 Range: 4 East

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

## SITE INFORMATION:

Existing Zoning: R-1 Proposed Zoning: RS-6

Size of site (square feet and acres): 43560 sqft, 1 Acre Street frontage (feet): 99' Caraway Rd,

Existing Use of the Site: Vacant Land  
439.5 Carter Ln

Character and adequacy of adjoining streets: Two Travel Lanes (one each direction)

Does public water serve the site? Y/N Yes

If not, how would water service be provided? Extension of CWL at developers expense

Does public sanitary sewer serve the site? Y/N Yes

If not, how would sewer service be provided? septic or extension of City Sewer at developers expense

Use of adjoining properties:

North Residential, 1 single family home & 8-10 mobile home trailers

South Residential, single family home and vacant land

East Multi family Raphael Apartments

West Residential, single family homes

Physical characteristics of the site: 1 acre of land, moderate tree coverage and stable soil conditions suitable for construction

Characteristics of the neighborhood: Neighborhood is well established residential area. Proposed RS-6 provides buffer of high quality home ownership. Project aligns with city's goals of

improving residential density closer to the central area of Jonesboro.

*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.*

Page 1 of 2

**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?  
**R-1**
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?  
**RS-6. To be able to replat into 3-4 lots for Single Family**
- (3). If rezoned, how would the property be developed and used?  
**Homes 3-4 Single family homes**
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?  
**3-4 single family homes (3&4 bedroom)**
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?  
**Yes**
- (6). How would the proposed rezoning be the public interest and benefit the community?  
**Offers additional affordable housing for families in an already established residential area**
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?  
**It is identical to the types of structures in this area**
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?  
**We feel it's a greater benefit to rezone and make full use of the land inside an existing area**
- (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.  
**Minimal to zero noise and light impact. It will increase value of surrounding homes**
- (10). How long has the property remained vacant?  
**over 10 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?  
**Minimal, its in the current service area of all, electric is on the road and utilities would be installed**
- (12). If the rezoning is approved, when would development or redevelopment begin?  
**2026**
- (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.*  
**Neighbors have been notified via certified mail of prosed zoning change and use, as well as meeting dates**
- (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.

**Applicant:**

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

Name:	<u>Klaus Property Management</u>	Name:	_____
Address:	<u>2420 Judes Way</u>	Address:	_____
City, State:	<u>Jonesboro, AR</u> ZIP <u>72404</u>	City, State:	_____ ZIP _____
Telephone:	<u>870-938-2200</u>	Telephone:	_____
Facsimile:	_____	Facsimile:	_____
Signature:	<u>Nicklaus Aumann</u>	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.*

**Dear Commissioners,**

**Our Vision** Our goal for this property is to develop a high-quality, medium-density residential pocket that offers modern homeownership opportunities in the heart of Jonesboro. As our city grows, there is an increasing demand for "in-fill" housing that allows residents to live near where they work, study, and play. By transitioning this currently underutilized lot into single-family homes, we aim to better the neighborhood while providing a stable residential buffer along the Caraway corridor.

**Supporting Jonesboro's Growth & Education** This location is strategically positioned to support the massive educational and professional growth currently happening in North Jonesboro. With the upcoming **Arkansas College of Veterinary Medicine** at A-State and the continued expansion of the **NYIT College of Osteopathic Medicine**, there is a critical need for high-quality housing for graduate students, faculty, young professionals, and families.

Furthermore, our project bridges the gap between the established interior neighborhoods and the booming **Greensboro Village** development area. We believe that providing homeownership opportunities this close to the university and new medical programs will help Jonesboro retain the talent coming through these institutions.

#### **Community Benefit**

- **Homeownership Focus:** Unlike multi-family rentals, this project is designed for single-family homes, promoting long-term neighborhood stability and pride of ownership.
- **Infrastructure Utilization:** The site is already served by existing City Water & Light (CWL) services and sits on a high-capacity arterial road, making it an ideal candidate for "smart growth" that doesn't strain city resources.
- **Walkability & Connectivity:** Our development will align with the city's vision for a more connected Jonesboro, utilizing existing and planned pedestrian paths to encourage a less car-dependent lifestyle.

Klaus Development is committed to building a project that the community can be proud of. We respectfully request your support for this rezoning to help us bring this vision to life.

Sincerely,

*Nicklaus Aumann*  
**Nicklaus Aumann Klaus Property Management LLC.**



Prepared by:  
Nadzam Law Firm, PLC  
2423-A Hwy. 62/412  
Hardy, AR 72542  
(870) 856-3211

ELECTRONIC RECORDING  
**2026R-001105**  
CERTIFICATE OF RECORD  
JONESBORO DISTRICT  
CRAIGHEAD COUNTY, ARKANSAS  
DAVID VAUGHN, CLERK & RECORDER  
01/16/2026 02:54:44 PM  
RECORDING FEE: 30.00  
PAGES: 4

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## ADMINISTRATOR'S DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Eric Scott Roberts, in my capacity as Administrator of the Estate of Birchard Raymond Roberts (Craighead County, Western Division, 16JPR-25-219) and in my capacity as Attorney-in-Fact for the heirs of Mark Wayne Roberts (Erik Roberts, Douglas Roberts, Emily Roberts, and Sarah Esther LeCroy) GRANTORS, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable consideration in hand paid by Klaus Property Management, LLC, GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto Klaus Property Management, LLC, and unto its successors and assigns forever, the following lands lying in CRAIGHEAD County, Arkansas, to-wit:

A part of the Northwest Quarter of the Southwest Quarter of Section 9 Township 14 North, Range 4 East, more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 9 aforesaid; thence North 8 rods to the point of beginning; thence East 439.5 feet; thence South 99 feet; thence West 439.5 feet; thence North 99 feet to the point of beginning proper, subject to road right of ways along the South and West sides thereof.

To have and to hold the same unto the said GRANTEE, and unto their successors and assigns forever, with all appurtenances thereunto belonging.

5  
Prepared by:  
Nadzam Law Firm, PLC  
2423-A Hwy. 62/412  
Hardy, AR 72542  
(870) 856-3211

---

## ADMINISTRATOR'S DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Eric Scott Roberts, in my capacity as Administrator of the Estate of Birchard Raymond Roberts (Craighead County, Western Division, 16JPR-25-219) and in my capacity as Attorney-in-Fact for the heirs of Mark Wayne Roberts (Erik Roberts, Douglas Roberts, Emily Roberts, and Sarah Esther LeCroy) GRANTORS, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable consideration in hand paid by Klaus Property Management, LLC, GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto Klaus Property Management, LLC, and unto its successors and assigns forever, the following lands lying in CRAIGHEAD County, Arkansas, to-wit:

A part of the Northwest Quarter of the Southwest Quarter of Section 9 Township 14 North, Range 4 East, more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 9 aforesaid; thence North 8 rods to the point of beginning; thence East 439.5 feet; thence South 99 feet; thence West 439.5 feet; thence North 99 feet to the point of beginning proper, subject to road right of ways along the South and West sides thereof.

To have and to hold the same unto the said GRANTEE, and unto their successors and assigns forever, with all appurtenances thereunto belonging.



Nadzam Law Firm, PLC, has not reviewed an abstract, nor has it made a title search. No title opinion as to merchantability has been issued.

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

Michael Aumann  
Grantee/Agent

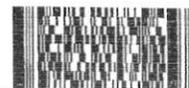
Please mail tax documents to:  
2420 Judes Way  
Jonesboro AR 72404



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

**Real Estate Transfer Tax Stamp**

Proof of Tax Paid



File Number: 25-3991

**Grantee:** KLAUS PROPERTY MANAGEMENT LLC  
**Mailing Address:** 2420 JUDES WAY  
JONESBORO AR 724046018

**Grantor:** THE ESTATE OF BIRCHARD RAYMOND ROBERTS  
**Mailing Address:** 420 LONDON RD  
ASHEVILLE NC 288032854

**Property Purchase Price:** \$26,000.00  
**Tax Amount:** \$85.80  
**County:** CRAIGHEAD  
**Date Issued:** 01/16/2026  
**Stamp ID:** 1605813248

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): KLAUS PROPERTY MANAGEMENT LLC

Grantee or Agent Name (signature): NIX TITLE COMPANY Date: 01/16/2026

Address: 2420 JUDES WAY

City/State/Zip: JONESBORO AR 724046018

9589 0710 5270 2319 0477 35

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

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

Jon 5000 PA AR 72401 EAST STREET POST OFFICE  
Certified Mail Fee \$5.30 0405 31  
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 **Doye McKinney**  
 Street and Apt. No., or PO Box No.  
**PO Box 283**  
 City, State, ZIP+4®  
**Jonesboro AR 72403**

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
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***City of Jonesboro Metropolitan Area Planning Commission***  
**Staff Report – RZ 26-03**  
**300 S. Church Street/Municipal Center**  
***For Consideration by Planning Commission on February 10, 2026***

**REQUEST:** To consider a rezoning of 900 N Caraway Rd

**PURPOSE:** A request to consider recommendation to Council for a rezoning from “R-1”, single family moderate intensity district, to “RS-6” single family residential district

**APPLICANT:** **Klaus Property Management**

**LOCATION:** 900 N Caraway Rd

**SITE DESCRIPTION:** **Total Size:** Approx. 1 Acre- 43560 S.F.  
**Street Frontage:** Approx. 99 ft along Caraway Road

**Existing Development:** Circa 2002, and 2003 this site was designed and approved as a subdivision.

**SURROUNDING CONDITIONS:**

<b>ZONE</b>	<b>LAND USE</b>
<b>North</b>	<b>R-1 – Residential</b>
<b>South</b>	<b>R-1</b>
<b>East</b>	<b>R-1 – Multifamily Apartments</b>
<b>West</b>	<b>R-1</b>

**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)



*Land Use Map*

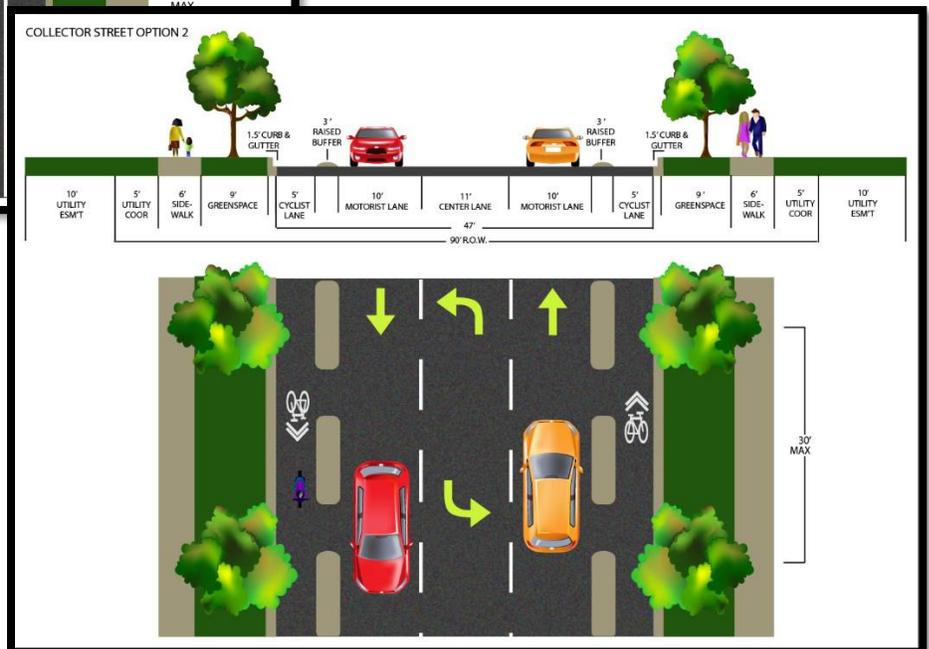
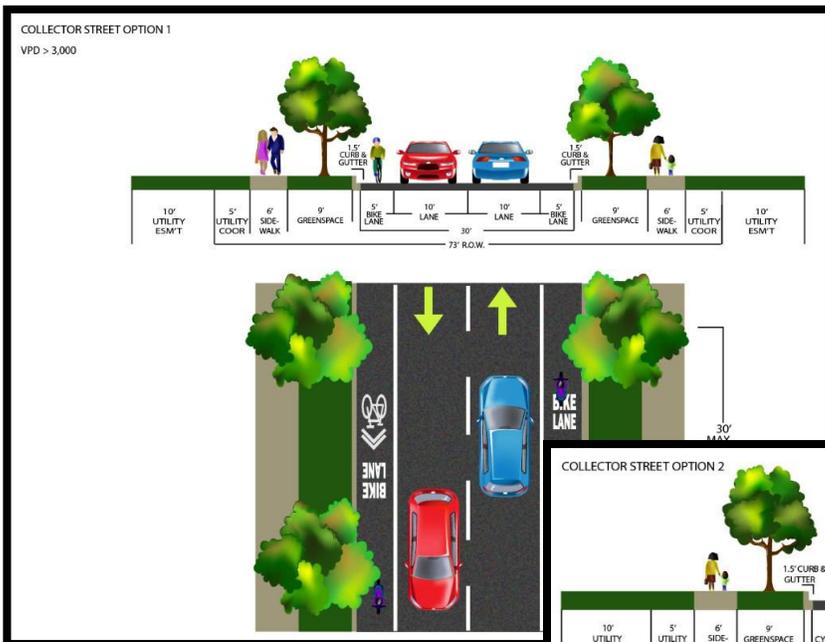
**Master Street Plan/Transportation**

The subject property will be served by N Caraway Rd and Carter Ln. The Master Street Plan classifies N Caraway Rd as a Collector Street and Carter Ln as Local 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.

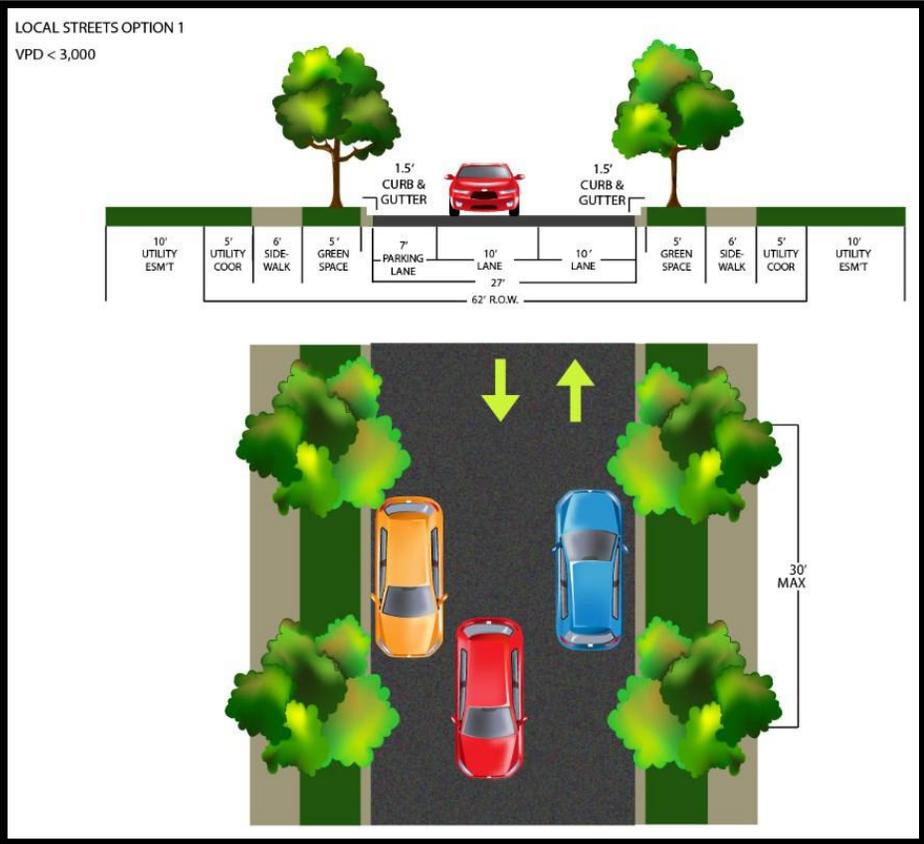
**DESIGN:** Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



**Local Streets** serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

**FUNCTION:** The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

**DESIGN:** Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



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

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

Criteria	Explanations and Findings	Comply Y/N
<b>(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map</b>	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the Moderate Intensity growth sector.	
<b>(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.</b>	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
<b>(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.</b>	Compatibility is achieved with this rezoning considering the surrounding area includes residential and commercial zoning and uses.	
<b>(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;</b>	Without the proposed zoning map amendment, this property cannot develop as an Planned Development District use.	
<b>(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;</b>	With proper planning there should not be any adverse effects caused by the property.	
<b>(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services</b>	Minimal impact if rezoned 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 RS-6 Single family at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

### Chapter 117 of the City Code of Ordinances/Zoning defines RS-6 as follows:

#### *RS-6 Single Family Residential*

##### *General description.*

The purpose of this district is to provide appropriate locations for residential uses. Single-family residential district; minimum 7,260 sq. ft. lot required.

### 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
<b>Engineering</b>	No issues were reported	
<b>Streets/Sanitation</b>	No issues were reported	
<b>Police</b>	No issues were reported	
<b>Fire Department</b>	No issues were reported	
<b>MPO</b>	No issues were reported	
<b>Jets</b>	No issues were reported	
<b>Utility Companies</b>	No issues were reported	
<b>Code Enforcement</b>	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-26-03 ; a request to rezone property “R-1”, single family High intensity district, to “RS-6” Single Family 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

\*\*\*\*\*

**Sample Motion:**

I move that we place Case: RZ 26-03 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 “RS-6” single family residential, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

**MAPC Meeting February 10<sup>th</sup>, 2026**

**1. Call to order**

**2. Roll Call**

Present (7): Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Lonnie Roberts, Monroe Pointer, Paul Ford

Absent (2): Dennis Zolper, Stephanie Nelson

**3. Approval of minutes**

**MIN-26:013**            MINUTES January 13<sup>th</sup>, 2025 MAPC

**A motion was made by Jeff Steiling, seconded by Jimmy Cooper, that the minutes be approved, the motion was PASSED with the following vote:**

Aye (7): Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Lonnie Roberts, Monroe Pointer, Paul Ford

Nay (0)

Absent (2): Dennis Zolper, Stephanie Nelson

**4. Preliminary Subdivisions**

**6. Conditional Use**

**7. Rezoning**

**RZ-26-03**            **Rezoning: 900 N Caraway Road**

Klaus Property Management is requesting a rezoning from R-1 to RS-6 single family residential district at 900 N Caraway Road

Lonnie Roberts (Chair): Do we have the proponent for the item here tonight? Okay. I guess, I'll proceed with our discussion. City Planner, do you have staff comments on this?

Derrel Smith (City Planner): Yes, I do. It does meet all the criteria for rezoning. So, we would recommend approval with the following stipulations, that the proposed site shall follow all

requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And that will be it.

Lonnie Roberts: Okay, this is a rezoning so I'll open for public comments, is there anyone here with questions or public comments? If not, I'll open up for commissioner questions or comments, for the city staff?

Jimmy Cooper (Commission): Cooper, move that we approve the request with stipulations.

Lonnie Roberts: A motion to approve, do I hear a second?

Jim Little: Little, second.

**A motion was made by, seconded by, that the matter be approved, and the motion was PASSED with the following vote:**

Aye (7): Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Lonnie Roberts, Monroe Pointer, Paul Ford

Nay (0)

Absent (2): Dennis Zolper, Stephanie Nelson

## **8. Miscellaneous Items**

### **9. Staff Comments**

Lonnie Roberts (Chair): Anybody have any additional comments?

Derrel Smith (City Planner): I want to remind everybody that on Thursday we are going to have a public input session for the Comprehensive Land Use Plan, from 5 to 7 at Earl Bell. It's going to be a drop-in session. There will be consultants there that will take everybody's input and we'll have some boards and stuff put together to see what we've got.

### **10. Adjournment**

Meeting was adjourned.

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AVS: N

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