



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, March 18, 2025

5:30 PM

Municipal Center, 300 S. Church

SPECIAL CALLED FINANCE & ADMINISTRATION COUNCIL COMMITTEE MEETING AT 4:30 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

COM-25:007 PROCLAMATION HONORING JET ON TRANSIT DRIVERS APPRECIATION DAY

Sponsors: Mayor's Office

5. CONSENT AGENDA

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

MIN-25:019 MINUTES FOR THE CITY COUNCIL MEETING ON MARCH 4, 2025

Attachments: [CC Minutes 03042025.pdf](#)

RES-25:020 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH W. WILLIAM GRAHAM, JR., INC. TO PROVIDE PROFESSIONAL SERVICES FOR TRACK WORK ON CITY-OWNED RAILROAD

Sponsors: Engineering

Attachments: [Agreement.pdf](#)

Legislative History

3/4/25	Public Works Council Committee	Recommended to Council
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RES-25:022 A RESOLUTION TO CONTRACT WITH THE JONESBORO BASEBALL BOOSTERS**Sponsors:** Parks & Recreation and Finance**Attachments:** [JBB 2025 Agreement 2-18-25.pdf](#)
[JBB 2022 Agreement 2-23-22.pdf](#)**Legislative History**3/11/25 Finance & Administration Recommended to Council
Council Committee**RES-25:023** A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC FOR THE YEAR OF 2025**Sponsors:** Parks & Recreation and Finance**Attachments:** [JETS 2025 Agreement.pdf](#)**Legislative History**3/11/25 Finance & Administration Recommended to Council
Council Committee**RES-25:024** A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS TEAM FOR YEAR 2025**Sponsors:** Parks & Recreation and Finance**Attachments:** [SWAT 2025 Agreement.pdf](#)**Legislative History**3/11/25 Finance & Administration Recommended to Council
Council Committee**RES-25:025** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT INC. FOR THE 2025 ASPHALT MILLING AND OVERLAYS SELECTED CITY STREETS PROJECT - JOB NO. 2025:01**Sponsors:** Engineering and Finance**Attachments:** [2025 Asphalt Overlays.pdf](#)
[Bid Tab.pdf](#)**Legislative History**3/11/25 Finance & Administration Recommended to Council
Council Committee***RESOLUTIONS NOT ON THE CONSENT AGENDA*****RES-25:026** A RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A DRAINAGE EASEMENT LOCATED IN LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS AS REQUESTED BY CRAFTON TULL

Attachments: [OpinionLetter](#)
 [DRAINAGE EASEMENT ABANDONMENT](#)
 [SignedPetition](#)
 [UtilityLetters](#)
 [Receipt](#)

6. NEW BUSINESS

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-25:008 AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2 ARTICLE 3, ENTITLED CITY COUNCIL, ESTABLISHING CITY COUNCIL RULES AND PROCEDURES FOR 2025

Attachments: [Exhibit A - City Council Rules REDLINED.docx](#)
 [Exhibit A - City Council Rules CLEAN 2025.docx](#)

Legislative History

2/24/25	Nominating and Rules Committee	Recommended to Council
3/4/25	City Council	Held at one reading

ORDINANCES ON THIRD READING

ORD-25:005 AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CONTRIBUTION IN LIEU CONSTRUCTION EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS

Sponsors: Planning and Engineering

Legislative History

2/4/25	Public Works Council Committee	Recommended to Council
2/24/25	City Council	Held at one reading
3/4/25	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: COM-25:007

Agenda Date: 3/18/2025

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Other
Communications

PROCLAMATION HONORING JET ON TRANSIT DRIVERS APPRECIATION DAY



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-25:019

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON MARCH 4, 2025



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, March 4, 2025

5:30 PM

Municipal Center, 300 S. Church

SPECIAL CALLED NOMINATING & RULES COUNCIL COMMITTEE MEETING AT 4:45 P.M.

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

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

President Pro-Tempore Chris Moore called the meeting to order.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

Present 12 - Brian Emison; Chris Moore; Chris Gibson; David McClain; Joe Hafner; Kevin Miller; Anthony Coleman; Janice Porter; John Street; Charles Coleman; LJ Bryant and Ann Williams

4. SPECIAL PRESENTATIONS

Mayor Harold Copenhaver gave the State of the City address:

Well good evening, everybody, and Council. It is once again an honor to be in front of you. And, thank you for everybody that made the effort in room this evening as well as to be here. You know, it's a privilege to speak upon and be in front of citizens of the community that want to be engaged. I appreciate the Boy Scout troop for being here as well, Troop 4. That send a message, right? And, I'll get with that message later on in this speech. Tomorrow as well, we'll be announcing another engagement and it will be for the Chamber of Commerce, and we'll have over 500 attending that event. So, it says a lot about our community and engagement, so let me begin, council. It's an honor to provide you all the State of the City of Jonesboro. It's an honor to work daily, beside April Leggett and Carol Duncan. They always are looking for ways to help us improve our community. And, of course, I want to thank each and every one of our directors and if you would please stand. Some might already be standing, but if you would please stand, all our directors. They are over in this corner and over here. I think it's important to that, as I've always said, every city employee wakes up each day to execute their job with compassion and dedication. They rarely get the true appreciation that they deserve, and for all they contribute to this community's success. When a city runs smoothly, most of the time like Jonesboro does, it's often too easy to take the everything days that we do for granted to make a city function. But our employees are the finest, and they don't get enough pats on the back.

The State of the City of Jonesboro, Arkansas is strong. It's filled with potential

because of the people it is filled with. We retain a healthy financial portfolio with reserves exceeding \$33 million in projected revenues in 2025 of \$93 million. While having one of the lowest general sales tax rates in the state. Our prepared food tax continues to overperform and our tourism dollars are the strongest we've ever seen. You know, Jonesboro is anything but static. And, this job allows me little downtime and your administration. Long nights come with a job and honestly, we wouldn't have it any other way. Because maintaining the growth and prosperity of a growing city is constant, it's an everyday commitment for everyone. And here I'd like to interject and I'd like to have two individuals stand, Tony Thomas and Brian Richardson. I appreciate your support in the administration and the staff is always for supporting myself and all the department chairs and more importantly communicating as always with city council as well. Thank you very much. You're going to hear this theme throughout the night.

The larger we grow, the greater our needs become. Basic necessities like green space, fire protection, sewage, garbage collection, policing, utilities, playgrounds, and housing, more people mean more waste, more clutter, more recycling. It requires great effort to maintain a clean and presentable city. With the help of our wonderful Sanitation Department, Code Enforcement and Keep Jonesboro Beautiful, we had our first full year of monthly neighborhoods cleanups. All combined, they yielded 106 tons. More than 2,000 pounds of junk and 850 mosquitoes incubating tires. We restarted the glass recycling program and is shattering our expectations. The Jonesboro Airport won the Airport of the Year. Jonesboro was once again recognized as a Trend Center City with multiple awards at the Arkansas Municipal League. Many of you attended that. Our Parks Department brought home numerous accolades for their efforts and our A&P Commission won the Arkansas Delta Byways Tourism Support and Promotion Award for the 2024 Governor's Conference on tourism. Funding these efforts, though, requires more than just general revenues. Grants are vital and important to our success. Your Grants Department works tirelessly to look under every stone to find funding that is critical for the viability as a city.

Everyone in this room knows that Jonesboro manages with the fraction of the budget that other peer cities do. But with their efforts, we find funding to continue investing in Jonesboro. More people means more buildings, more houses, more sidewalks, more streets, more drainage, and the demand is hard, but our Inspections Department, MPO, Planning, and Engineering Departments do a great job. We have all heard concerns about our building approval process, and it needs improvement, and I believe there are practical adjustments that we can make. We can build safe and desirable developments in a customer friendly way. We will be engaging a firm for an independent review on our codes to recommend on how we can make changes together and streamline them. We completed with your help, a Bark Park near Jonesboro High School. We completed new trails in Craighead Forest Park. We cut ribbons on pedestrian infrastructure. Thanks to a record \$2.2 million grant and a new local match, we were able to announce new plans in a northeast Arkansas Park. We opened the first class pool at Parker Park with more than 5,000 kids that enjoyed the inaugural season and we watched the newly opened "Y" flourish with activity. Our recently created Master Parks Plan has now been recognized by the American Planning Association as plan of the year.

Do you all see you running theme here? Jonesboro's doing good folks. It was just selected by the ACEC Engineering Excellence Award in 2025 already this year for the vision of making all parts accessible to those of all abilities. The streets of Jonesboro heard a trolley bell for the first time in ages and we're going be increasing routes as they officially hit the road this year. Last year, more than 100,000 people hopped on board, but we want more. Next year, we want more people to ride our Red Wolf Express, which is a partnership with ASTATE to take people from downtown

directly to the front gate of ballgames. We worked with our Washington delegation. Senators John Boozman, Tom Cotton, Congressman Rick Crawford to secure \$3.5 million dollars in funding for our E-911 and Real Time Crime Center and one of the Police Chief Rick Elliot's favorite lines, he has many, y'all know that, right? But, one of his favorite lines is public safety is expensive. And trust me, it is. But, folks, safety is everything. Without it, where would we be? Nearly half of our \$84 million budget is devoted to keeping Jonesboro safe. Our Communication Department, they continue to push more and more information out to the public through various platforms. Between FOIA requests, partnering with Information Systems to broadcast our meetings, they update our website and keep me on message, and they've got their hands full there. But they share a passion with the rest of our administration for spreading correct information and keeping the community engaged and informed. In 2024, we saw \$3.5 million in rolled overlay projects, including addressing neck jarring bumps on Main Street by Jonesboro High School. We provided healthy funding for overlays, drainage, sidewalks, and lighting which are desperately needed for a city our size, growing at the rate we are. If we want a city that we can support our flow of traffic and people and attracts commercial developments, infrastructure is critical. Even good roads need upkeep. And, as we come out of the winter, our dedicated Street Department is already repairing winter born potholes, mending broken curves and replacing street signs and just trying to keep pace with Father Time. As we grow, we must keep blight in check.

In 2024, our Code Enforcement spurred the removal of significant repairs of 150 buildings or homes. Their efforts transformed rundown properties into clean slates, all ready for new construction, which helped redevelop struggling areas. Together, we established the Humanitarian Outreach Fund to help provide much needed funding for local nonprofits to help those in need. While the \$500,000 was a great start, we need to continue finding funding for the program through appropriations, donations, or grants. More people means more pets, which sadly means more abandoned animals. Larry Rogers and our Animal Services force don't deal with just troublesome animals though, they provide personal care and compassion for large and small animals. And if you or anybody watching the night, would like to take a dog home, I'm sure we can see you up. They keep the public informed as well, though, on health issues that may affect their pet like distemper, or even bird flu.

More people means more public safety needs. Ronnie Sturch and our team at 911, they answered 150,000 calls this year. They handled 120 dispatches last year from a tired, cramped, and outdated building desperately in need of replacement. And our Fire Department responded to more than 10,000 of those calls. With the council support, we helped relieve a tad of that burden with a dozen new firefighter positions last year. Look, they just don't put out fires. They don't just stop bleeding. They do triage, mental illness. They help fall victims in their home and are typically the first one on the scene, when loved ones are having a medical emergency. And I experienced that personally and I appreciate your support and efforts for our community. Thank you to Chief Hamrick and your crew for the fine work that you do every day. Actually, our Fire Department saw a record rookie class this year and they had their 125th anniversary. And, I obviously can't mention public service without again mentioning Chief Rick Elliot, Assistant Chief Lynn Waterworth, and the proud men and women in blue. Daily, they handle issues that would cause most of us to lose sleep, and I get those calls, and I do lose sleep. It's a tough job, but one that must be done, but in addition to investigating crime and keeping our road safe, they are hard at work building bridges with the next generation to reduce the roots of crime at a young age. Each of our officers double as social workers when duty calls. Like a child facing hunger, bullying, trouble at home or myriad a challenges our youth face. It's hard being a kid today. It's hard growing up but with the dedicated work of our first responders, we are making a difference long term. To that end, I simply say,

thank you for the hard work to the men and women of the Jonesboro Police Department.

An important fact is with all that said, we did it within a balanced budget. We did it in 2022, 2023, 2024, and more good news, we've maintained and balanced that budget in 2025 as well. And before we move on to the future, I want to give an enormous amount of credit to Steve Purtee and the Finance team. With an iron fist, they keep us in compliance. They keep employee paychecks coming and manage every penny without standing professional scrutiny. Their efforts have led yet to another clean audit last year. Steve, I think that is 14 in a row if I'm not mistaken. That's worth bragging about. So, now let's move on to 2025. We have a lot of things to be excited about, but a lot of work ahead as well. Some of the work is already in place, thanks to the support of this council. I was able to look out my window at City Hall from City Hall today and finally see the fermenting eyesore for the better part of the last two decades start coming down. Yes. I wish it wasn't on our dime, but our downtown businesses needed our help and you all answered the call. This month we'll start turning dirt on a sports complex, a \$70 million investment in our future. These kids in the room, it is their future. They're going to be able to enjoy it. Once complete, it will absolutely serve as a catalyst for inner city development, but will be a windfall, a windfall for our hotels, restaurants and retail stores, because nobody spends like a parent on kids on a trip, other than a grandparent. We will spend another seven digits on road overlays, another million dollars on miscellaneous street and sidewalk projects, and more than \$4 million in capital improvements are slated to occur just this year. We will fund foundational pieces of our Master Parks Plan like key staffing, targeted pocket parks, and a half a million dollars in drainage improvements. 2025, we will have 25 new vehicles for our police department. The delivery of the new fire truck this fall and hopefully the construction of the new Hawk light at Parker Park.

While last week's sales tax returns showed a modest growth, we do have to be mindful of our financial resources while still investing in our critical infrastructure. You know it and I know it. It's no secret to this council, and most of you have been here a long time that Jonesboro doesn't play with the same deck of cards that other peer cities our size do. Our local sales tax rate is low. Our city property tax rates are low. But, our needs and wants are high. We must be creative in our approach and stretch every dollar among the most critical projects that need funding is extensive work on South Caraway Road, and the associated pedestrian accommodations. Every day, pedestrian's tight rope a narrow dirt path, an arms length from 15,000 passing cars. A similar dirt path can be seen along north side of Johnson heading east from Caraway Rod, created in a large part by ASU students, just trying to get to school.

As I mentioned earlier, our E-911 Center is outdated, camped, and in a poor condition. Dispatchers have one of the hardest and most stressful jobs on the planet, and they deserve better. When we talk about quality of life, I find it very interesting because a lot of things come to mind and the ones you usually come to mind are parks, festivals, concerts, fine arts and swimming pools. But to parents it's simply the comfort of knowing their child can safely cross the street or that they can call 911 and their caring, experienced dispatcher on the other end of the line. We all love to think big, but we can't overlook the basic responsibility as leaders of this community. I believe, like you, we have a moral responsibility, a moral mandate to prioritize projects that will save lives. We can do these things. But it'll take more than modest annual appropriations.

Last year, you supported the authorizing resolution to oblige franchise fees to fund a revenue bond that would provide an immediate cash influx of nearly \$18 million to fund these critical capital improvements. In the coming weeks, I'll bring it back to you in a resolution to complete that authorization process to get these projects going.

There's a lot to be excited for in the next year, but there's no time like today to start conversations and big ideas for a longer term. Folks, we grow to 100,000. We're going to be prepared to get to 100,000.

A growing city needs a strong after school program like City Youth. We need a similar program for seventh grade to high school. If you don't take anything out of what I say tonight, take this one sentence, kids can't be it if they can't see it. Kids can't be it if they can't see it. Folks it is our responsibility as a community and as a city to provide opportunity for our youth because we will be ahead of other communities if we engage our youth in the process. Again, kids can't be it if they can't see it. We can't lose sight of how we address crime in the long term. Investing earlier in our youth to show them a better pathway is key. But so is recognizing immediate trends and patterns that are addressing in the present. We're going to turn up the pressure in areas and places in town that have consistent higher crime rates, whether it be through additional patrols, harsher sentencing, and even apartment abatement processes. We need people with bad intentions here in Jonesboro to be uncomfortable. And when they do break the law, there has to be real consequences. The justice system is complex. And just the first phase is under the city's control. But we will work hand in hand with all parties to toughen up where we have to.

We need more green space in downtown. It's coming. We need to work with our local nonprofits to support programs to help the underserved. We need to work with the Chamber of Commerce to grow our base and most importantly work with Arkansas State University to continue producing amazing young professionals to supply needs to local businesses. Not all of these items though require city funding, but they require yours and mine shared efforts to make them happen. Jonesboro is growing, and that does present challenges, but challenges are not to be feared. They are motivators for innovation. So, as Mayor, I'm blessed to be able to work with a strong city council who care about every corner of this community. I ask that you continue bringing your ideas and opinions and solutions, and I have no doubt that Jonesboro will reach its full potential. Thank you and God bless. President Pro-Tempore Chris Moore said, thank you, Mr. Mayor. Mayor Copenhaver said, thanks, again. I do appreciate everybody to be here in attendance this evening. I'll just let you know that a lot of hard work goes into this. There are a lot of people behind the scenes. Individuals have put a lot of heart and soul into what we present to the community to make you feel safe and confident and safe and confident in our future as well. So thank you to those behind the scenes.

5. CONSENT AGENDA

Approval of the Consent Agenda

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

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

[MIN-25:014](#)

MINUTES FOR THE CITY COUNCIL MEETING ON MONDAY, FEBRUARY 24, 2025

Attachments: [CC Minutes 02242025.pdf](#)

This item was passed on the Consent Agenda.

[RES-25:012](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1104 PRATT CIRCLE, PARCEL 01-144082-12300, OWNED BY CLAUDE MCDANIEL IN THE AMOUNT OF \$4,045.33

Attachments: [01. 1104 Pratt Circle Notice of Violation.pdf](#)
 [02. 1104 Pratt Cir Billing Request.pdf](#)
 [03. 1104 Pratt Circle Demo Invoice.pdf](#)
 [04. 1104 Pratt Cir Council Notice.pdf](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-027-2025

[RES-25:013](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2106 COTTON, PARCEL 01-144271-20700, OWNED BY MICKHAUL ROLLAND IN THE AMOUNT OF \$6,046.23

Attachments: [01. 2106 Cotton Notice of Violation.pdf](#)
 [02. 2106 Cotton Billing Request.pdf](#)
 [03. 2106 Cotton Demo Invoice.pdf](#)
 [04. 2106 Cotton Council Notice.pdf](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-028-2025

[RES-25:014](#) AN RESOLUTION CREATING THE JONESBORO MULTI-MODAL CONNECTIVITY COMMITTEE

This item was passed on the Consent Agenda.

Enactment No: R-EN-029-2025

[RES-25:016](#) RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE HUMANITARIAN OUTREACH FUNDING AWARDS

This item was passed on the Consent Agenda.

Enactment No: R-EN-030-2025

[RES-25:018](#) RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A JOINT AGREEMENT OF UNDERSTANDING WITH THE TRAINFO CORPORATION AND THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE TRAINFO MOBILITY IMPLEMENTATION PROJECT (JOB 101237)

Attachments: [Agreement of Understanding Job 101237.pdf](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-031-2025

[RES-25:019](#) A RESOLUTION BY THE CITY OF JONESBORO TO CHANGE THE SCHEDULE OF USES TO ALLOW RETAIL SALES AS A CONDITIONAL USE IN THE I-2

GENERAL INDUSTRIAL DISTRICT

This item was passed on the Consent Agenda.

Enactment No: R-EN-032-2025

6. NEW BUSINESS

ORDINANCES ON FIRST READING

[ORD-25:008](#)

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2 ARTICLE 3, ENTITLED CITY COUNCIL, ESTABLISHING CITY COUNCIL RULES AND PROCEDURES FOR 2025

Attachments: [Exhibit A - City Council Rules REDLINED.docx](#)
 [Exhibit A - City Council Rules CLEAN 2025.docx](#)

Councilmember John Street motioned, seconded by Councilmember Brian Emison to suspend the rules and offer ORD-25:008 by title only. All voted aye.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

[ORD-25:005](#)

AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CONTRIBUTION IN LIEU CONSTRUCTION EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS

Held at second reading

ORDINANCES ON THIRD READING

[ORD-24:037](#)

AN ORDINANCE ESTABLISHING AND CONSOLIDATING SPECIAL TRAFFIC PATTERNS NEAR JONESBORO PUBLIC SCHOOLS (JPS) CAMPUSES AND FOR OTHER PURPOSES

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

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-010-2025

8. MAYOR'S REPORTS

Mayor Harold Copenhaver reported on the following:

So, I want to begin the Mayor's Comments tonight by pointing out several ways our citizens are becoming involved with our government and starting as young as ninth grade, so you in this room pay attention. Applications are now taken through April 1st, for the 2025-2026 Mayor's Youth Advancement Council. Young people entering 9th, 10th and 11th grade next year and attending the Jonesboro area high school, it can be any high school, home school, or private school can apply and go online at Jonesboro.org. This council helps advise the Mayor's office and City Council on issues affecting the youth. Plus, they get involved in making a difference in Jonesboro. All you need are two letters of recommendation, one from a teacher or school administrator and one from a community member. And, for the adults out there wanting to learn more about the Police and Fire, we have learning opportunities for you. The Citizens Police Academy spring session filled to a capacity quickly and is now underway. We had 35. It's 19 classes. This is in 19 class and 35 participants from our community are engaging themselves in the process of learning more about what in our officers work throughout the community. Also, we're doing the same thing for the Citizens Fire Academy. It starts on March 10th. It's a nine week hands on experience where participants suit up as a firefighter in the gear, vehicle training, high angle rescues. So, if you're afraid of heights, please join. It'll be good. It'll be fun. Experience live fire scenarios and CPR certification.

The Community Block Grant applications are now being accepted through March 10th at 4 p.m. Nonprofits in Jonesboro needing funding should consider applying for the CDBG public service program. Eligible nonprofits can receive up to \$20,000 to cover the cost of personal operational cost, contract services and more.

In conclusion, the City of Jonesboro proudly celebrated the month of February's Black History Month. Along with the activities was a proclamation on February 28th for a black community radio day, specifically recognizing KLEK for being the voice of the entire community. In addition, the Jonesboro Parks and Recreation Department supported two opportunities last week to help shape the future of the Martin Luther King Freedom Trail. This project will feature green spaces and monuments inspired by the powerful words and legacy of Dr. Martin Luther King, Jr. Meetings were held February 24th and February 27th, seeking input for specific ideas. And, I'm sure we will have much more to report on that project as we go throughout the year.

And while we're on the subject of progress, I'm sure that most of you are anxious as I am, to see more action on the demolition of the former Citizens Bank building. The latest information to report is that tomorrow morning at 7:00 a.m. West Washington Avenue from Union to Main Street will be closed and Union Avenue will be reduced to one lane as the project site begins. These closures are expected to remain until the demolition is complete. Right turns on Washington will still be allowed as trucks continue to reroute to Bridge. Folks, I want to encourage everyone to continue patronizing our downtown businesses. Please use them. When this project is over, we want those businesses to be open and thriving.

On Monday, we lost one of our own, Todd Adams. He was a city electrical inspector. Todd was a good man, and he'll be missed at City Hall. Please keep his family and his coworkers in your prayers.

[COM-25:006](#)

DECEMBER 2024 FINANCIAL STATEMENTS

Attachments: [December 2024 Financials.pdf](#)

Filed

9. CITY COUNCIL REPORTS

Councilmember Dr. Charles Coleman said, I just want to thank the Mayor for coming to a luncheon interview for the potential new superintendent. I thank you for your questions and for being there.

Councilmember Ms. Ann Williams said, that John and I were at MPO today discussing policy and technical committees. John expressed the hope that we would be able to have the HAWK, the pedestrian crossing, on Highway 141 north finished this summer because the report was that we have a record number of unexpectedly large number of participants there this last summer using the pool and a lot of kids will be crossing that, Highway 141. Craig had told us as far as what the progress is. We are waiting on a couple of things for that, but hopefully we will have that done as soon as possible. The swim season will be here soon, before we know it. So, I just wanted to mention that. Thank you.

Councilmember Chris Gibson said, Nominating and Rules met earlier this afternoon. I'd like to suspend the rules and walk on RES-25:021. Councilmember Chris Moore seconded the motion. All voted aye. Councilmember Chris Gibson motioned to adopt, seconded by Councilmember Joe Hafner. All voted aye. Councilmember Gibson said, to those who were just appointed to the A&P Commission, we have a meeting scheduled for March 12th to finalize the multi-sports complex.

Councilmember David McClain said, the only thing I have is that I appreciate you all sending out the financial stadium from December. I was just looking through it and had some questions, concerns maybe. I would love to maybe hear y'all's thoughts as far as the final numbers. I think we were down. It was like we were down quite not quite a bit, but it's like we're down almost 4% overall. Our turn back was down a little bit and also franchise fees. I was just curious what your thoughts are. Mayor Copenhagen said, and just bring everybody up to date, basically what those are, those are in arrears for you in the in the room. They usually run 60 days in arrears. So, the first months that we got in were down and last month, as I mentioned in my speech were slightly up. Chief Financial Officer/Treasurer Steve Purtee said, I heard part of what was asked, but not everything. Councilmember McClain said, the main questions, Steve, was just thoughts as far as the last year we were down. So going forward, I know, like you said, we were slightly up this month, what's the last month you said? Mayor Copenhagen said, well, it's about 4% and this month we're about, what, three. Mr. Purtee said, we are slightly behind our budget targets about 3% for first two months. We projected that we simply reforecast our budget for 2024 for 2025. We are monitoring that. So, it is something that we're monitoring. We started to year off with a little bit of a dip in January, which was consistent with earlier years. We saw that did rebound a little bit in February. So, we are continuing to monitor that. The franchise fee or revenues were off primarily the because of one vendor, and that's a cable TV service. It was down about 21% year over year. As we all know, that was probably expected. We anticipate that additional services are going to assist in that regard as we move forward. Again, it's paid in arrears, so it's something that we just have to monitor as we move along. We are optimistic that our revenues will hold. The encouraging thing was that on those December financials, we were about \$4 million better than our budgeted expenditures. So we were able to land in a positive position relative to budget with regard to that. So, in all, we are watching all of those avenues making sure that we can direct expenses accordingly, based on revenue short falls in that type of thing. Thank you.

Councilmember Dr. Anthony Coleman said, this actually can be an email if y'all will send it. I just literally thought about this. Citizens were asking, so I don't know if Tony

or Steve Tippitt can send a response to this, but the question is on speed tables and the costs and how they are considered in a particular area? Now, this is mine personally. I want always make sure that we continue to mention Prospect Road to make sure you consider that. So, thank you. Mayor Copenhagen said, we will get you that information.

Councilmember Joe Hafner said, I just want to say thanks for codifying the Connectivity Committee. I think this made a tremendous impact since it has been put back into action and thanks for the Chairman Andy Shatley for being here. I know it's a passion of his and I look forward to seeing continued improvement in our infrastructure. Thank you.

Councilmember John Street said, Ann touched on our MPO meeting today and Brian commented on it as well. We do hope there's something we can do to expedite the installation of the HAWK. The one on Johnson seems to be doing pretty good and pedestrian safety was a target of ARDOT as well. Something else that we talked about today was were the bid's going to be let on the municipal or the airport terminal building very shortly. That is going to be a big addition and George Jackson also talked about the extension of the runway. They are working on that already, another 500 feet at 150 wide. So, I told them if they weren't careful, you they might get airport the year again. But they are going to do some more hangar buildings out there as well and then Shane Woods discussed some of the ARDOT projects that are still ongoing. We are excited about Martin Luther King, Jr. extension and the airport road overpass. Hopefully that project will get moving to cut across and tie into Aggie. I mean, it's exciting time for some of the projects around Jonesboro. Mayor Copenhagen said, thank you councilman.

[RES-25:021](#)

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

Councilmember Chris Gibson motioned, seconded by Councilmember Chris Moore, to suspend the rules and walk on RES-25:021. All voted aye.

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Joe Hafner, that this matter be Passed. The motion PASSED with the following vote:

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

Abstain: 1 - Brian Emison

Enactment No: R-EN-033-2025

10. PUBLIC COMMENTS

11. ADJOURNMENT

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

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

_____ **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-25:020

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH W. WILLIAM GRAHAM, JR., INC. TO PROVIDE PROFESSIONAL SERVICES FOR TRACK WORK ON CITY-OWNED RAILROAD

WHEREAS the City of Jonesboro desires to enter into an agreement to provide professional services for the installation of switch point items in the Craighead Technology Park (CTP) Industrial Lead Track from the Derail (STA 2+05±) at the BNSF Mainline Connection to STA 238+81, and repair the at-grade crossing at Frito Lay Drive, and replace (4) sets of no.9 switch ties;

WHEREAS. W. William Graham, Jr. has successfully provided design and construction administration on other City-owned rail projects and is familiar with track network; and

WHEREAS, W. William Graham, Jr., Inc. has agreed to provide professional services for the track work on City-owned railroad as described in the attached agreement; and

WHEREAS, the funding for the execution of the agreement shall come from the 2025 Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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

Section 1: That the City of Jonesboro shall enter into an agreement with W. William Graham, Jr., Inc. to provide professional services for track work on City-owned railroad.

Section 2: The funding for the execution of the contract shall come from the 2025 Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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

AGREEMENT FOR ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

JOB NO. _____
FEDERAL AID PROJECT ("FAP") NO. _____

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the **CITY OF JONESBORO, AR** ("Owner"), and **W. WILLIAM GRAHAM JR., INC.** ("Consultant"), a corporation existing under the laws of the State of **ARKANSAS**, with principal offices at **100 N Rodney Parham Rd (Ste 2B), Little Rock, AR 72205.**

WITNESSETH:

WHEREAS, the Owner is planning to complete **INSTALLATION OF SWITCH POINT ITEMS IN THE CRAIGHEAD TECHNOLOGY PARK (CTP) INDUSTRIAL LEAD TRACK FROM THE DERAIL (STA 2+05±) AT THE BNSF MAINLINE CONNECTION TO STA 238+81, AND REPAIR THE AT-GRADE CROSSING AT FRITO LAY DRIVE, AND REPLACE (4) SETS OF NO.9 SWITCH TIES;** and,

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant's organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. "Consultant's Representative" shall be **ROBERT B. GRAHAM**, until written notice is provided to the Owner designating a new representative.
- 1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **\$27,000.00**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. "Contract Price" is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.5. "Department" or "ARDOT" means the Arkansas Department of Transportation.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be **133** percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is **\$14,500.00**. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is **2.00**.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is **\$12,500.00**. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services

are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.

- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. Allowable costs.

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

- 3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.
- 3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.
- 3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1.1. SCHEDULE OF SALARY RANGES

PRINCIPAL ENGINEER/PROJECT MANAGER	65.43
DESIGN ENGINEER	61.26

- 3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.
- 3.3. *Indirect Cost Rates.*
- 3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").
- 3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.
- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.
- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Department of Transportation's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above

requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.

- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of \$ 1,731.33 for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
- 3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.
- 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
- 3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.
- 3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.
- 3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate

payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.

4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.

4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be

amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, ARDOT, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, ARDOT, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 5.4. *Audit.* The Owner, ARDOT, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, ARDOT, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this

Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

5.6.1.If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2.Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

The Project consists of turnout safety improvements to the CTP Industrial Lead trackage turnouts by adding Switch Point Protection assemblies to the turnouts coming off the Lead. This will decrease the amount of wear/breakage of the switchpoints that the trackage is currently seeing.

The second item of improvement will be to replace the crossties in the at-grade crossing at Frito Lay Dr. with 10' crossties, remove any broken components/concrete panels and replace with new panels, and re-install the existing concrete panels that are in good condition.

The final item will be (4) sets of No.9 Turnout switch ties that will be used to replace degrade switch ties in the existing CTP turnouts.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant will review existing rail layouts of the improvement areas. This will ensure the required site data to be used for the rail maintenance items and construction bidding documents. The Consultant will provide the Proposal, Measurement & Payment, and Technical Specifications for the Bid Packages. The Consultant will also assist in the advertising, pre-bid meetings, and the bid letting process. After the bidding process is complete, the Consultant will provide recommendations to the City of Jonesboro for awarding the maintenance contracts.

8. INFORMATION TO BE PROVIDED BY THE OWNER

The City of Jonesboro, AR shall furnish to the Consultant the Agreement, Insurance Requirements, General Conditions, and any other contractual information needed to complete the bid package and specifications that will meet the City's needs for the Project.

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant will prepare the Contracts to include Insurance Certificates. The Consultant will schedule and attend the pre-construction conference with Contractors that are awarded the Project. The Consultant will review the Pay Estimates provided by the Contractors and provide all Construction Administrative duties as required by the design. The Consultant will make visits to the site during the Project to inspect the maintenance work for materials and workmanship, and to take measurements to ensure specifications are being met for the construction. The Consultant will make visits to the site to inspect the rail materials and grade crossing items to ensure that all specifications and construction requirements are being met. The Contractors performing the work will be responsible for their own Construction Staking (if needed). The Consultant will not provide any as-

built drawings of the construction. Once the rail work is complete, the Consultant will attend the Final Inspection with the City staff, BNSF staff (if required), and the Contractors to close out the Project.

10. COORDINATION WITH OWNER

- 10.1. Throughout the Project, the Consultant shall hold *[monthly]* conferences in **JONESBORO**, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the ARDOT, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the ARDOT, and the FHWA at the project office of the Consultant located in **100 North Rodney Parham Rd Ste 2B, Little Rock, AR 72205** between the hours of 8 am and 5 pm, Monday thru Friday.

12. ACCESS TO PROPERTY

- 12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

The Consultant shall provide the Industrial Rail Spur Design Drawings & Specifications, and related Bidding Documents as needed.

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the BNSF, ARDOT and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.
- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement,

or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed **by DECEMBER 2025**, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

- Upon Execution of the Contract, the Consultant shall maintenance plans and details for the Project. Once the plans are complete and a bid package prepared, the Consultant will deliver the complete package to the City of Jonesboro for review. Once the review is complete, the Project will be advertised for bidding by contractors. Once a contractor has been selected and awarded the Project, contracts will be prepared for execution. Once the contractor has received the notice to proceed and mobilizes, the rail improvements should take approximately 45 days.

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
 - Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Disputes and Claims.

- 18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

- 19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

- 19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

- 20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.
- 20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.
- 20.3. All claims and disputes shall be governed by the Section 28, Disputes and Claims. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.
- 20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

- 21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

- 23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of ARDOT job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

- 24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

- 25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the ARDOT, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.
- 26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the ARDOT shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.
- 26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

- 27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.
- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as

often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.
- 27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.
- 27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

- 28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional

compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its

sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

- 29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be

performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the ARDOT, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the ARDOT or the FHWA, as appropriate, and shall set forth the efforts made by the Consultant to obtain the records or information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the ARDOT, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the ARDOT, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner, the ARDOT, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

31. DBE CLAUSE

- 31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.
- 31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall

not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

33.1. The Consultant certifies, to the best of its knowledge and belief, that—

33.1.1. The Consultant and any of its Principals—

33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

33.1.1.2. Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,

33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

- 34.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 34.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.
- 34.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 34.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 34.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 34.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.
- 34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

- 36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

36.1.1. To the Owner's Representative:

HAROLD COPENHAVER, MAYOR
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

36.1.2. To the Consultant:

W. WILLIAM GRAHAM JR., INC.
Attn: MR. ROBERT B. GRAHAM
100 N. Rodney Parham Rd (Ste 2B)
Little Rock, AR 72205
Ph: (501)227-0078

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

(CONSULTANT NAME)

BY: 

ROBERT B GRAHAM
 President

(OWNER'S NAME)

BY: _____

HAROLD COPENHAVER
 Mayor

ATTEST: _____

APRIL LEGGETT
 City Clerk

APPENDICES

APPENDIX A JUSTIFICATION OF FEES AND COSTS

APPENDIX C STANDARD CERTIFICATIONS
C-1 [CONSULTANT]
C-3 [CITY OF JONESBORO]

APPENDIX A
- TITLE 1 SERVICES -

<u>ITEM</u>	<u>PRINCIPAL ENG/MANAGER</u>	<u>DESIGN ENGINEER</u>	<u>MILEAGE</u>
1) Preparing Contract	4	2	400
2) Contract Review, Execution	2	0	
3) Kick-off meeting w/ City of Jonesboro & Representatives	7	0	400
4) Survey, Topographic data review	4	3	
5) Rail Design/Plans (30%, 60%, 90%)	4	8	400
6) Prepare Bid Package	4	8	
7) Review Bid Package w/ City of Jonesboro	2	0	
8) Pre-bid meeting (N/A)	0		
9) Contractor Bid Questions & Clarifications	5	0	
10) Bid Letting Process	6		400
11) Check Bids, Recommendation Letter	2	2	
	40	23	1,600

APPENDIX A
- TITLE 1 SERVICES -

Principal Engineer	40 hr * 65.43	\$ 2,617.20
Design Engineer	23 hr * 61.26	\$ 1,408.98
	SUBTOTAL	\$ 4,026.18
Payroll Expenses	(33% of subtotal)	\$ 1,328.64
	SUBTOTAL	\$ 5,354.82
Overhead	(100% of subtotal)	\$ 5,354.82
	SUBTOTAL	\$ 10,709.64
Expenses		\$ 100.00
Supplies		\$ 100.00
Printing		\$ 200.00
Mileage	1,600 * 0.58	\$ 928.00
	SUBTOTAL	\$ 12,037.64
Fixed Fee Profit	(12% of subtotal)	\$ 1,444.52
	TOTAL	\$ 13,482.16
	NOT TO EXCEED	\$ 14,500.00

APPENDIX A
- TITLE II SERVICES -

<u>ITEM</u>	<u>PRINCIPAL ENG/MANAGER</u>	<u>DESIGN ENGINEER</u>	<u>MILEAGE</u>
1) Award of Bid	4	0	
2) Contract Preparation	4	6	
3) Pre-Construction Meeting	6	0	400
4) Contract Administration	4	4	
5) Site visits during Maintenance work	12	0	800
6) Project Administration	3	4	
7) Final inspection w/ City	8	0	400
	39	14	1,600

- Construction-

Principal Engineer	39 hr * 65.43	\$ 2,551.77
Design Engineer	14 hr * 61.26	\$ 857.64
	<i>SUBTOTAL</i>	\$ 3,409.41
Payroll Expenses	(33% of subtotal)	\$ 1,125.11
	<i>SUBTOTAL</i>	\$ 4,534.52
Overhead	(100% of subtotal)	\$ 4,534.52
	<i>TOTAL</i>	\$ 9,069.04
Supplies		\$ 200.00
Printing		\$ 200.00
Mileage	1,600 * 0.58	\$ 928.00
	<i>SUBTOTAL</i>	\$ 10,397.04
Fixed Fee Profit	(12% of subtotal)	\$ 1,247.64
	<i>TOTAL</i>	\$ 11,644.18
	<i>NOT TO EXCEED</i>	\$ 12,500.00

APPENDIX C (C-1)

JOB NO. _____

FEDERAL AID PROJECT ("FAP") NO. _____

CERTIFICATION OF CONSULTANT

I hereby certify that I, **ROBERT B. GRAHAM**, am the **PRESIDENT** and duly authorized representative of the firm of **W. WILLIAM GRAHAM JR., INC.** whose headquarters address is **100 N. Rodney Parham Rd (Ste 2B), Little Rock, AR 72205**, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed. except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 31 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

W. WILLIAM GRAHAM JR., INC. ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to **Dewayne Douglas** (ADA/504/Title VI Coordinator), **City of Jonesboro, AR ph.(870)933-4640** (Voice/TTY 711), or, the following email address: **DDouglas@Jonesboro.org**

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.


Authorized Firm Representative

2/21/25
Date

APPENDIX C (C-2)

JOB NO. _____

FEDERAL AID PROJECT ("FAP") NO. _____

CERTIFICATION OF CITY OF JONESBORO, ARKANSAS

I hereby certify that I am the Mayor of the City of Jonesboro, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

HAROLD COPENHAVER
Mayor – City of Jonesboro, AR



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:022

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION TO CONTRACT WITH THE JONESBORO BASEBALL BOOSTERS

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park;

WHEREAS, the Jonesboro Baseball Booster are a non-profit 501 (C) 3 organization created for the purpose of administering youth baseball,

WHEREAS, The City of Jonesboro and the Jonesboro Baseball Booster desire to enter into a contract to provide baseball for youth at Joe Mack Campbell park;

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

Section 1: The City of Jonesboro, Arkansas shall contract with the Jonesboro Baseball Boosters to provide youth baseball at Joe Mack Campbell Park.

Section 2. 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 agreements.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JOE MACK CAMPBELL PARK

JONESBORO BASEBALL BOOSTERS

This Agreement is made by and between JONESBORO BASEBALL BOOSTERS, Inc., an Arkansas not for profit corporation, ("JBB") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this 1st Day of March 2025 (the "Effective Date").

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

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

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

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

I. Term

The term of this Agreement is for a period of three (3) years commencing on the Effective Date and ending at midnight on the third (3rd) anniversary thereof. The agreement shall be automatically renewed for an additional three years at the end of the third year and each subsequent year unless otherwise terminated pursuant to the terms hereof.

II. Use of Facilities by JBB

- 1) During the period of March 1st to October 31st of each year during the Term of this Agreement. JBB shall have the primary right to use the CITY'S baseball Facilities and concession stands for JBB's regular spring and fall season, league playoffs, hosting Invitational Tournaments, the Baseball Jamboree, hosting District, State, Regional, World Series Tournaments, and make-up games. This period shall be referred to as the "Primary Usage Period." CITY reserves the right to assign baseball fields to other parties. Provided however, from September 1st to October 31st the four (4) large fields used for the Wolf Cub Tackle Football program shall not be part of the primary usage period.

- 2) JBB understands and agrees that CITY will maintain a master schedule for the Facilities and JBB will provide schedules of games one week prior to the start of each baseball season during the Term of this Agreement. JBB understands that except for the Primary Usage Period the Facilities are available on a first-come first-serve basis.
- 3) JBB has the "primary right" to use concession stands for any and all games, tournaments, or events that take place at the Baseball Facilities during the "Primary Usage Period." If JBB elects not to provide concessions during any such event during the Primary Usage Period, then the organization holding the event may provide concessions outside of the concession stand. JBB understands and agrees that CITY will maintain a master schedule for the Facilities concession stands. JBB understands that except for the Primary Usage Period, CITY reserves the right to operate the concession stands.
- 4) JBB understands and agrees that at times weather and/or field conditions may result in CITY denying the use of certain fields during the Primary Usage Period. JBB understands that the Park Supervisor for the Facilities has the authority to deny use of the fields, but CITY agrees that use will not be unreasonably denied.
- 5) CITY shall make determinations on field closures due to weather. Determination will be made by 4:00 pm on weekdays and by 7:00 am on Saturdays, if possible. If necessary, weather will be monitored beyond the determination times.
- 6) CITY shall at all times have the right to inspect the Facilities being used by JBB and all JBB sponsored activities related to the use of the Facilities.
- 7) CITY shall issue key(s) to JBB for use of the Facilities. The keys may not be reproduced or duplicated by JBB. JBB agrees to return "seasonal use keys" to the CITY within two weeks after the conclusion of the term of the season. One key shall be issued to the President of JBB. Upon failure to return any of said keys a fee will be charged for the replacement of keys and locks. JBB will be charged a fee of \$25 for each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.
- 8) JBB understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JBB to conduct games, tournaments, camps or other events. JBB will provide the equipment necessary to operate its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY.
- 9) JBB understands and agrees that two (2) weekends shall be reserved for CITY administered baseball tournaments. In the event this occurs, JBB will appoint a Director to assist CITY in order to maintain USSSA relationship with both the

state director and the teams participating in tournament. Concessions will also operate through JBB in this instance in order to keep logistics and inventory issues in check.

- 10) If JBB should desire to use the CITY'S baseball Facilities for additional tournaments, special events or programs outside the Primary Usage Period, JBB shall complete an Application for Use of Facilities at the beginning of the season. Any and all additions, tournaments or special programs outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional tournaments or special programs shall be finalized and furnished to CITY by the beginning of the fall season in which the additional tournament or special program is to be held.

III. Obligations of CITY

CITY agrees to:

- 1) Provide the following maintenance and repairs, to the best of its ability given staff and budget, in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a) Maintain all fences and gates.
 - b) Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
 - c) Perform all pre-season infield and turf maintenance to include spreading infield mix purchased by JBB and cutting infield arcs
 - d) Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary.
 - e) Provide utilities for lighting fields, parking and walking track.
 - f) Provide and maintain parking lots.
 - g) Provide secured storage for JBB equipment.
 - h) Drag infields, shape mounds, stripe outfield lines and shape and chalk home plate daily, Monday through Friday.
 - i) Maintain all bleachers, benches and dugouts.
 - j) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
 - k) Maintain structural integrity of concession stands, restrooms and storage buildings, dugouts, and concrete areas, including repair or replacements of damaged roofs, doors, and windows.
 - l) Maintain all area and field lighting systems. Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of each field to be used by JBB.
 - m) Maintain field irrigation system and watering schedules of turf areas.
 - n) Maintain adjacent park irrigation systems and the scheduling of watering turf areas.

- o) Maintain restroom facilities, including cleaning and stocking with toilet tissue.
 - p) Maintain, repair or replace parking areas.
- 2) Promote JBB's baseball program in the CITY'S brochure. Provide a meeting place for JBB Board meetings at no cost based upon availability and provided JBB makes reservations in advance. Take calls for information and refer interested parties to JBB when necessary.

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

IV. Obligations of JBB

JBB shall:

- 1) Pay a usage fee to the CITY. The usage fee shall be used to offset the cost of materials for seeding, fertilizing, and weed control for the baseball complex for the calendar year according to the following schedule:
 - a. 2025: \$20,000
 - b. 2026: \$20,000
 - c. 2027: \$20,000
 - d. The annual fee for each period shall be paid in full to the City of Jonesboro by the end of the calendar year.
- 2) Pay for the annual cost of infield mix material and Artificial Turf fill material shall be provided from a combination of sources including, but not limited to JBB, the CITY and the Advertising and Promotions Commission. CITY requests that any infield dirt be purchased in the fall prior to the start of the spring season so it can be applied in preparation for the spring season.
- 3) Be prohibited from performing any maintenance to any turf or field areas without written permission from the CITY.
- 4) Not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, seating, goals, and fields.
- 5) Furnish to the CITY a complete game schedule for the season. The complete game schedule shall be submitted at least one week prior to the first regular season game.

The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Game schedules must be approved by the CITY before being distributed to teams.

- 6) Schedule and meet with the CITY Supervisor prior to the season to discuss schedule, field playability and department guidelines.
- 7) Operate its own concession stand at Facilities, and all revenues generated from such use shall belong to and be for the sole and exclusive use of the JBB. JBB agrees to abide by any and all health code requirements for food services. Storage of flammable, hazardous, or toxic substances at the Facilities is prohibited.
- 8) Be responsible for any of their items stolen or damaged, during the course of the year.
- 9) Pay for utilities (i.e. electricity, water and telephone) for the concession stand during the Primary Usage Period.
- 10) Request approval by the CITY for placement of all additional concession stands and/or trailers and follow city, county and state health codes.
- 11) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 12) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the JBB league.
- 13) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to CITY interests. JBB hereby consents to the exercise of such authority by CITY over its members, officials and agents.
- 14) Agree that all Facilities are intended to be game fields, but may be used as practice fields only if reserved through the CITY'S reservation system. Individual coaches must reserve fields for practice through the CITY's reservation system.
- 15) Agrees to be solely responsible for any and all damages related to and arising out of JBB's use of the Facilities during the term of the Agreement when the Facilities are being used by JBB. This includes, but is not limited to, any and all persons associated with JBB who use the Facilities during the terms of the Agreement. JBB agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to concessions stand shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing

contained herein shall be construed to defeat or diminish JBB's right to seek recourse against those persons causing the damage.

- 16) Agree to provide sufficient notice of all scheduled make-up game times.
- 17) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY fields. Examples of rules may include but are not limited to:
 - a. No unauthorized vehicles may be driven up and parked at fields or sidewalks during activities.
 - b. No metal cleats may be worn on the walkways.
 - c. No metal cleats may be worn on the Artificial Turf.
 - d. No rollerblading, scooters, etc. are allowed inside the Concession Stand area.
 - e. No tobacco use (smoking or smokeless).
 - f. Only authorized vehicles may be driven on sidewalks.
 - g. Participant and spectator parking is allowed only in **PARKING LOTS**.
 - h. No dogs are allowed in the park.
- 18) Request in writing permission to hold any/all non-game activities which are league baseball related outside of the primary use period. Activities may include, but not be limited to camps, clinics, and registration.
- 19) Activity initiated by JBB Coach or director that occurs on fields that have been closed will result in a \$100 fee to JBB. This includes removing or tampering with "Field Closed" signs.
- 20) Prior to the commencement of each baseball season during the Term of this Agreement, JBB will provide to the CITY:
 - Current by-laws of JBB.
 - Proof of insurance and indemnification.
 - Financial review of expenditures and revenues with CITY Parks Director and Mayor from previous year report.
 - List of current officers and board members of JBB with addresses, phone numbers and e-mail (if applicable). JBB agrees to notify CITY of any changes in board members.

V. Default of JBB

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

and payable when the next installment of rent shall become due.

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

c) If the Facilities are abandoned by JBB, the CITY may terminate this Agreement. "Abandonment" shall mean no competitive play taking place on allocated field(s) during the entire Term of the agreement.

VI. Default of CITY

a) If the CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from JBB, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JBB may, at its option perform the same for the account of CITY and any amount paid or expenses incurred by the JBB in the performance thereof shall be deducted from the amounts required to be paid by JBB to the CITY under Article IV.

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

VII. Escape Clause

1. Either party seeking to terminate this agreement may do so with a written letter of termination to the other party. Upon receipt of the letter of termination the contract shall be good for one (1) full year before becoming null and void.

IX. Assign ability and Exclusivity

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

X. Notices

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

CITY:
Danny Kapales; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

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

X. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations where it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

JONESBORO BASEBALL BOOSTERS

By: _____
Name: Cameron Campbell
Title: Board President
Date: _____

CITY OF JONESBORO

By: _____
Name: Harold Copenhaver
Title: Mayor
Date: _____

ATTEST

April Leggett, City Clerk, BS, MSE, CAMC, CMC

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JOE MACK CAMPBELL PARK

JONESBORO BASEBALL BOOSTERS

This Agreement is made by and between JONESBORO BASEBALL BOOSTERS, Inc., an Arkansas not for profit corporation, ("JBB") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this 1st Day of March 2022 (the "Effective Date").

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

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

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

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

I. Term

The term of this Agreement is for a period of three (3) years commencing on the Effective Date and ending at midnight on the third (3rd) anniversary thereof. The agreement shall be automatically renewed for an additional three years at the end of the third year and each subsequent year unless otherwise terminated pursuant to the terms hereof.

II. Use of Facilities by JBB

- 1) During the period of March 1st to October 31st of each year during the Term of this Agreement. JBB shall have the primary right to use the CITY'S baseball Facilities and concession stands for JBB's regular spring and fall season, league playoffs, hosting Invitational Tournaments, the Baseball Jamboree, hosting District, State, Regional, World Series Tournaments, and make-up games. This period shall be referred to as the "Primary Usage Period." CITY reserves the right to assign baseball fields to other parties. Provided however, from September 1st to October 31st the four (4) large fields used for the Wolf Cub Tackle Football program shall not be part of the primary usage period.

- 2) JBB understands and agrees that CITY will maintain a master schedule for the Facilities and JBB will provide schedules of games one week prior to the start of each baseball season during the Term of this Agreement. JBB understands that except for the Primary Usage Period the Facilities are available on a first-come first-serve basis.
- 3) JBB has the "primary right" to use concession stands for any and all games, tournaments, or events that take place at the Baseball Facilities during the "Primary Usage Period." If JBB elects not to provide concessions during any such event during the Primary Usage Period, then the organization holding the event may provide concessions outside of the concession stand. JBB understands and agrees that CITY will maintain a master schedule for the Facilities concession stands. JBB understands that except for the Primary Usage Period, CITY reserves the right to operate the concession stands.
- 4) JBB understands and agrees that at times weather and/or field conditions may result in CITY denying the use of certain fields during the Primary Usage Period. JBB understands that the Park Supervisor for the Facilities has the authority to deny use of the fields, but CITY agrees that use will not be unreasonably denied.
- 5) CITY shall make determinations on field closures due to weather. Determination will be made by 4:00 pm on weekdays and by 7:00 am on Saturdays, if possible. If necessary, weather will be monitored beyond the determination times.
- 6) CITY shall at all times have the right to inspect the Facilities being used by JBB and all JBB sponsored activities related to the use of the Facilities.
- 7) CITY shall issue key(s) to JBB for use of the Facilities. The keys may not be reproduced or duplicated by JBB. JBB agrees to return "seasonal use keys" to the CITY within two weeks after the conclusion of the term of the season. One key shall be issued to the President of JBB. Upon failure to return any of said keys a fee will be charged for the replacement of keys and locks. JBB will be charged a fee of \$25 for each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.
- 8) JBB understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JBB to conduct games, tournaments, camps or other events. JBB will provide the equipment necessary to operate its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY.
- 9) JBB understands and agrees that two (2) weekends shall be reserved for CITY administered baseball tournaments. In the event this occurs, JBB will appoint a Director to assist CITY in order to maintain USSSA relationship with both the

state director and the teams participating in tournament. Concessions will also operate through JBB in this instance in order to keep logistics and inventory issues in check.

- 10) If JBB should desire to use the CITY'S baseball Facilities for additional tournaments, special events or programs outside the Primary Usage Period, JBB shall complete an Application for Use of Facilities at the beginning of the season. Any and all additions, tournaments or special programs outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional tournaments or special programs shall be finalized and furnished to CITY by the beginning of the fall season in which the additional tournament or special program is to be held.

III. Obligations of CITY

CITY agrees to:

- 1) Provide the following maintenance and repairs, to the best of its ability given staff and budget, in a manner generally equal to normal CITY maintenance and repair of similar CITY recreational facilities:
 - a) Maintain all fences and gates.
 - b) Maintain all turf areas on the fields to include mowing, weed control, fertilizing and herbicide spraying.
 - c) Perform all pre-season infield and turf maintenance to include spreading infield mix purchased by JBB and cutting infield arcs
 - d) Provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary.
 - e) Provide utilities for lighting fields, parking and walking track.
 - f) Provide and maintain parking lots.
 - g) Provide secured storage for JBB equipment.
 - h) Drag infields, shape mounds, stripe outfield lines and shape and chalk home plate daily, Monday through Friday.
 - i) Maintain all bleachers, benches and dugouts.
 - j) Haul off trash that has been deposited in trash receptacles as needed and de-litter the grounds as needed.
 - k) Maintain structural integrity of concession stands, restrooms and storage buildings, dugouts, and concrete areas, including repair or replacements of damaged roofs, doors, and windows.
 - l) Maintain all area and field lighting systems. Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of each field to be used by JBB.
 - m) Maintain field irrigation system and watering schedules of turf areas.
 - n) Maintain adjacent park irrigation systems and the scheduling of watering turf areas.

- o) Maintain restroom facilities, including cleaning and stocking with toilet tissue.
 - p) Maintain, repair or replace parking areas.
- 2) Promote JBB's baseball program in the CITY'S brochure. Provide a meeting place for JBB Board meetings at no cost based upon availability and provided JBB makes reservations in advance. Take calls for information and refer interested parties to JBB when necessary.

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

IV. Obligations of JBB

JBB shall:

- 1) Pay a usage fee to the CITY. The usage fee shall be used to offset the cost of materials for seeding, fertilizing, and weed control for the baseball complex for the calendar year according to the following schedule:
 - a. 2022: \$18,000
 - b. 2023: \$18,000
 - c. 2024: \$18,000
 - d. The annual fee for each period shall be paid in full to the City of Jonesboro by the end of the calendar year.
- 2) Pay for the annual cost of infield mix material and Artificial Turf fill material shall be provided from a combination of sources including, but not limited to JBB, the CITY and the Advertising and Promotions Commission. CITY requests that any infield dirt be purchased in the fall prior to the start of the spring season so it can be applied in preparation for the spring season.
- 3) Be prohibited from performing any maintenance to any turf or field areas without written permission from the CITY.
- 4) Not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, seating, goals, and fields.
- 5) Furnish to the CITY a complete game schedule for the season. The complete game schedule shall be submitted at least one week prior to the first regular season game.

The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Game schedules must be approved by the CITY before being distributed to teams.

- 6) Schedule and meet with the CITY Supervisor prior to the season to discuss schedule, field playability and department guidelines.
- 7) Operate its own concession stand at Facilities, and all revenues generated from such use shall belong to and be for the sole and exclusive use of the JBB. JBB agrees to abide by any and all health code requirements for food services. Storage of flammable, hazardous, or toxic substances at the Facilities is prohibited.
- 8) Be responsible for any of their items stolen or damaged, during the course of the year.
- 9) Pay for utilities (i.e. electricity, water and telephone) for the concession stand during the Primary Usage Period.
- 10) Request approval by the CITY for placement of all additional concession stands and/or trailers and follow city, county and state health codes.
- 11) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 12) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the JBB league.
- 13) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to CITY interests. JBB hereby consents to the exercise of such authority by CITY over its members, officials and agents.
- 14) Agree that all Facilities are intended to be game fields, but may be used as practice fields only if reserved through the CITY'S reservation system. Individual coaches must reserve fields for practice through the CITY's reservation system.
- 15) Agrees to be solely responsible for any and all damages related to and arising out of JBB's use of the Facilities during the term of the Agreement when the Facilities are being used by JBB. This includes, but is not limited to, any and all persons associated with JBB who use the Facilities during the terms of the Agreement. JBB agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to concessions stand shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing

contained herein shall be construed to defeat or diminish JBB's right to seek recourse against those persons causing the damage.

- 16) Agree to provide sufficient notice of all scheduled make-up game times.
- 17) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY fields. Examples of rules may include but are not limited to:
 - a. No unauthorized vehicles may be driven up and parked at fields or sidewalks during activities.
 - b. No metal cleats may be worn on the walkways.
 - c. No metal cleats may be worn on the Artificial Turf.
 - d. No rollerblading, scooters, etc. are allowed inside the Concession Stand area.
 - e. No tobacco use (smoking or smokeless).
 - f. Only authorized vehicles may be driven on sidewalks.
 - g. Participant and spectator parking is allowed only in **PARKING LOTS**.
 - h. No dogs are allowed in the park.
- 18) Request in writing permission to hold any/all non-game activities which are league baseball related outside of the primary use period. Activities may include, but not be limited to camps, clinics, and registration.
- 19) Activity initiated by JBB Coach or director that occurs on fields that have been closed will result in a \$100 fee to JBB. This includes removing or tampering with "Field Closed" signs.
- 20) Prior to the commencement of each baseball season during the Term of this Agreement, JBB will provide to the CITY:
 - Current by-laws of JBB.
 - Proof of insurance and indemnification.
 - Financial review of expenditures and revenues with CITY parks director and Mayor from previous year report.
 - List of current officers and board members of JBB with addresses, phone numbers and e-mail (if applicable). JBB agrees to notify CITY of any changes in board members.

V. Default of JBB

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

and payable when the next installment of rent shall become due.

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

c) If the Facilities are abandoned by JBB, the CITY may terminate this Agreement. "Abandonment" shall mean no competitive play taking place on allocated field(s) during the entire Term of the agreement.

VI. Default of CITY

a) If the CITY defaults in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and after written notice from JBB, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JBB may, at its option perform the same for the account of CITY and any amount paid or expenses incurred by the JBB in the performance thereof shall be deducted from the amounts required to be paid by JBB to the CITY under Article IV.

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

VII. Escape Clause

1. Either party seeking to terminate this agreement may do so with a written letter of termination to the other party. Upon receipt of the letter of termination the contract shall be good for one (1) full year before becoming null and void.

IX. Assign ability and Exclusivity

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

X. Notices

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

CITY:
Danny Kapales; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

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

X. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations where it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

JONESBORO BASEBALL BOOSTERS

By: _____
Name: Cameron Campbell
Title: Board President
Date: _____

CITY OF JONESBORO

By: _____
Name: Harold Copenhaver
Title: Mayor
Date: _____

ATTEST

April Leggett, City Clerk, BS, MSE, CAMC, CMC



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:023

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC FOR
THE YEAR OF 2025

WHEREAS, Jonesboro JETS Inc.("JETS") is an Arkansas not for profit corporation organized to promote youth and adult sports activities through the operation of its swim programs; and,

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

WHEREAS, JETS and the CITY desire to enter an agreement ("Exhibit A") for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by JETS and the respective obligations of the parties regarding the use and maintenance of the Facilities.

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

Section 1: The City of Jonesboro, Arkansas shall enter into a facility usage agreement (Exhibit A) with Jonesboro JETS, Inc. for use of the Jonesboro Pool Complex located at 1421 West Nettleton, Jonesboro, AR.

Section 2: The Mayor and City Clerk are hereby authorized to execute such agreement.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

JONESBORO JETS

I. Term

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

II. Use of Facilities by JETS

- 1) During the period of March 3rd, 2025 to December 1, 2025 during the Term of this Agreement, JETS shall have the right to use the CITY'S pool Facilities. All scheduled training time will be negotiated and scheduled with the Parks Department. Any other times must be approved by the Parks Department.
- 2) JETS shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. The Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Parks Director no later than 30 days prior to the requested reservation.
- 3) JETS understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. JETS understands that the Parks Department has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will make determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by JETS and all JETS sponsored activities related to the use of the Facilities.
- 6) CITY shall issue 2 key(s) to JETS for use of the Facilities. The keys may not be reproduced or duplicated by JETS. One key shall be issued to the Head Coach of JETS and one key to the assistant coach/board president for use during the Primary Usage Period. JETS agree to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. JETS will be charged a fee of \$25 for

each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.

- 7) JETS understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JETS during the Primary Usage Period or otherwise. JETS will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Parks Department. JETS is solely responsible for their equipment and the CITY is not responsible for any loss or damage to JETS equipment used and/or stored at the Facilities.
- 8) If JETS should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, JETS shall complete an Application for Use of Facilities. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall JETS have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY.
- 10) JETS shall have at least one certified lifeguard on deck at all times during the Primary Usage Period or any meets or special events sponsored by JETS, or meet safety guidelines as outlined by USA Swimming and/or AAU Swimming
- 11) JETS must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by JETS. A copy of said rules can be obtained from the Parks Department.
- 12) JETS shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Parks Department prior to the beginning of the Primary Usage Period.
- 13) JETS shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Parks Department. This shall include any advertisement of JETS activities or any sponsorships of any events held at the Facilities or otherwise. JETS shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Parks Department. JETS shall at no time advertise for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

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

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

IV. Obligations of JETS

JETS shall:

- 1) Pay an annual usage fee to the CITY in the amount of **\$4,000** and **50%** of the heating cost of the pool up to 100% depending on negotiated schedules.
- 2) JETS shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 3) JETS shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 4) Schedule and meet with CITY Parks Department prior to the season to discuss schedule, and department guidelines.
- 5) JETS is responsible for any of their items stolen or damaged, during the course of the year.

- 6) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the JETS program.
- 9) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. JETS hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) JETS agrees to be solely responsible for any and all damages related to and arising out of JETS use of the Facilities during the term of the Agreement when the Facilities are being used by JETS. This includes, but is not limited to, any and all persons associated with JETS who use the Facilities during the terms of the Agreement. JETS agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to Facilities shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish JETS right to seek recourse against those persons causing the damage.
- 11) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY Facilities. Examples of rules may include but are not limited to:
 - a. No unauthorized Vehicles may be parked at Facilities during activities including but not limited to sidewalks and grassy areas.
 - b. No tobacco use (smoking or smokeless) in the Facilities or in the bleacher areas.
 - c. Participant and spectator parking only in parking lots.
 - d. No dogs, exception will be service dogs.
- 12) Activity initiated by JETS Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to JETS.
- 13) Prior to the commencement of the Primary Usage Period, JETS will provide to the CITY:
 - Current by-laws of JETS
 - Proof of insurance and indemnification

- List of current officers and board members of JETS with addresses, phone numbers and e-mail (if applicable). JETS agrees to notify CITY of any changes in board members.
- Financial review of expenditures and revenues with CITY Parks Director and Mayor from previous year report.

V. Default of JETS

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

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

VI. Default of CITY

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

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

VII. Assignability and Exclusivity

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

VIII. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either

party to the other may be effected by personal delivery with a signed receipt, in writing or by registered or e-mail, or certified mail, postage prepaid, return receipt requested. Notice shall be effective upon signing the date of the signing of the receipt.

JETS

By: _____

Name: _____

Title: _____

CITY:

Danny Kapales; Director

CITY OF JONESBORO

Parks and Recreation

3009 Dan Avenue

Jonesboro, AR 72401

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

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

JONESBORO JETS

By: _____
Name: _____
Title: _____
Date: _____

CITY OF JONESBORO

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

ATTEST

April Leggett, City Clerk, BS, MSE, CAMC, CMC



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:024

Agenda Date:

Version: 1

Status: Recommended to
Council

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS
TEAM FOR YEAR 2025

WHEREAS, SHARK WAVE AQUATICS TEAM.(“SWAT”) is an Arkansas not for profit corporation organized to promote youth and adult sports activities through the operation of its swim programs; and,

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

WHEREAS, SWAT and the CITY desire to enter an agreement (“Exhibit A”) for the purpose of evidencing the agreement of the parties with regard to use of the Facilities by SWAT and the respective obligations of the parties regarding the use and maintenance of the Facilities.

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

Section 1: The City of Jonesboro, Arkansas shall enter into a facility usage agreement (Exhibit A) with Jonesboro SWAT, Inc. for use of the Jonesboro Pool Complex located at 1421 West Nettleton, Jonesboro, AR.

Section 2: The Mayor and City Clerk are hereby authorized to execute such agreement.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

SHARK WAVE AQUATICS TEAM (SWAT)

I. Term

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

II. Use of Facilities by SWAT

- 1) During the period of March 3rd, 2025, to December 1st, 2025, during the Term of this Agreement, SWAT shall have the right to use the CITY'S pool Facilities. All scheduled training time will be negotiated and scheduled with the Parks Department. Any other times must be approved by the Parks Department.
- 2) SWAT shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. The Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Parks Director no later than 30 days prior to the requested reservation.
- 3) SWAT understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. SWAT understands that the Parks Department has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will make determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by SWAT and all SWAT sponsored activities related to the use of the Facilities.
- 6) CITY shall issue 2 key(s) to SWAT for use of the Facilities. The keys may not be reproduced or duplicated by SWAT. One key shall be issued to the Head Coach of SWAT and one key to the assistant coach/board president for use during the Primary Usage Period. SWAT agree to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. SWAT will be charged a fee of \$25 for

each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.

- 7) SWAT understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by SWAT during the Primary Usage Period or otherwise. SWAT will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Parks Department. SWAT is solely responsible for their equipment and the CITY is not responsible for any loss or damage to SWAT equipment used and/or stored at the Facilities.
- 8) If SWAT should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, SWAT shall complete an Application for Use of Facilities. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall SWAT have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY.
- 10) SWAT shall have at least one certified lifeguard on deck at all times during the Primary Usage Period or any meets or special events sponsored by SWAT, or meet safety guidelines as outlined by USA Swimming and/or AAU Swimming
- 11) SWAT must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by SWAT. A copy of said rules can be obtained from the Parks Department.
- 12) SWAT shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Parks Department prior to the beginning of the Primary Usage Period.
- 13) SWAT shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Parks Department. This shall include any advertisement of SWAT activities or any sponsorships of any events held at the Facilities or otherwise. SWAT shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Parks Department. SWAT shall at no time advertise for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

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

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

IV. Obligations of SWAT

SWAT shall:

- 1) Pay an annual usage fee to the CITY in the amount of **\$4,000** and **50%** of the heating cost of the pool or up to 100% depending on negotiated schedules.
- 2) SWAT shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 3) SWAT shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 4) Schedule and meet with CITY Parks Department prior to the season to discuss schedule, and department guidelines.
- 5) SWAT is responsible for any of their items stolen or damaged, during the course of the year.
- 6) Request approval by the CITY for placement of any and all tents and trailers at the

Facilities prior to placement.

- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the SWAT program.
- 9) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. SWAT hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) SWAT agrees to be solely responsible for any and all damages related to and arising out of SWAT use of the Facilities during the term of the Agreement when the Facilities are being used by SWAT. This includes, but is not limited to, any and all persons associated with SWAT who use the Facilities during the terms of the Agreement. SWAT agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to Facilities shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish SWAT right to seek recourse against those persons causing the damage.
- 11) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY Facilities. Examples of rules may include but are not limited to:
 - a. No unauthorized Vehicles may be parked at Facilities during activities including but not limited to sidewalks and grassy areas.
 - b. No tobacco use (smoking or smokeless) in the Facilities or in the bleacher areas.
 - c. Participant and spectator parking only in parking lots.
 - d. No dogs, exception will be service dogs.
- 12) Activity initiated by SWAT Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to SWAT.
- 13) Prior to the commencement of the Primary Usage Period, SWAT will provide to the CITY:
 - Current by-laws of SWAT
 - Proof of insurance and indemnification
 - List of current officers and board members of SWAT with addresses, phone numbers and e-mail (if applicable). JETS agrees to notify CITY of any

- changes in board members.
- Financial review of expenditures and revenues with CITY parks director and Mayor from previous year report.

V. Default of SWAT

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

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

VI. Default of CITY

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

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

VII. Assignability and Exclusivity

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

VIII. Notices

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

effective upon signing the date of the signing of the receipt.

SWAT

By: _____

Name: _____

Title: _____

CITY:

Danny Kapales; Director

CITY OF JONESBORO

Parks and Recreation

3009 Dan Avenue

Jonesboro, AR 72401

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

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

SHARK WAVES AQUATICS TEAM (SWAT)

By: _____
Name: _____
Title: _____
Date: _____

CITY OF JONESBORO

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

ATTEST

April Leggett, City Clerk, BS, MSE, CAMC, CMC



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:025

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 ENTER INTO A CONTRACT WITH ATLAS ASPHALT INC. FOR THE 2025 ASPHALT MILLING AND OVERLAYS SELECTED CITY STREETS PROJECT - JOB NO. 2025:01

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the 2025 Asphalt Milling and Overlays Selected City Streets project;

WHEREAS, the low bidder and the firm selected for the 2025 Asphalt Milling and Overlays Selected City Streets project is Atlas Asphalt, Inc.;

WHEREAS, Atlas Asphalt, Inc. has bid \$928,042.57 for the 2025 Asphalt Milling and Overlays Selected City Streets project;

WHEREAS, the funding for the execution of the contract shall come from the 2025 budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Atlas Asphalt, Inc. in the amount of \$928,042.57 for the 2025 Asphalt Milling and Overlay Selected City Streets project;

Section 2. The funding for the execution of the contract shall come from the 2025 budget and compensation shall be paid in accordance with the contract documents

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



Specifications

For

**2025 Asphalt
Milling and Overlays
Selected City Streets**

(Bid #2025:01)

Jonesboro, Arkansas

City of Jonesboro ■ Engineering Department

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

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I.ADVVERTISEMENT FOR BIDS

Sealed bids for the 2025 Asphalt Milling and Overlays of Selected City Streets will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on February 19, 2025 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required for asphalt milling and overlays in the City of Jonesboro. All Submissions shall be annotated on the outside of the envelope with the bid number 2025:01.

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

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

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

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

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

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

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

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the 2025 Asphalt Cold Milling and Overlays, Bid Number 2025:01 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 City Hall
Date _____

Proposal of Atlas Asphalt, Inc.

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

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 2025 Asphalt Cold Milling and Overlays.

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

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

Bidder acknowledges receipt of the following addendum (addenda):

_____ Dated _____

_____ Dated _____

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

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

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

Tracy Brown
(Witness)

1333 Airport Rd.

Jonesboro, NR 12401
(Address)

Atlas Asphalt, Inc.
(Name of Bidder)

By [Signature]

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

1333 Airport Rd.

Jonesboro, NR 12401
(Office Address of Bidder)

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

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Cold Milling 1 1/2" - 2" Depth (Price with Bidder hauling and retaining the material)	412	SY	7,000	<u>\$ 2.00</u>	<u>\$ 14,000.00</u>
2	A.C.H.M. Surface Course 115 Gyration	407	Ton	9,653	<u>\$ 94.69</u>	<u>\$ 914,042.57</u>

TOTAL BASE BID

\$ 928,042.57

WRITTEN IN WORDS:

Nine hundred twenty eight thousand, forty two dollars and
fifty seven cents.

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

Schedule of Streets - 2025

Street	Location
Nettleton	Flint to Dupwe
Beanie Dr.	All
Bobbi Dawn Dr.	All
Eagle Dr.	All
Hawk Cv.	All
Hunter Ln.	All + Bess + Cater Dr
Richardson Rd.	Rook Rd. to Longcrest Dr.
Longcrest Dr.	Richardson Rd. to Willow Rd.
Willow Rd.	Ingels Rd. to I-555
Warner	Olive to Union
Oak	Olive to Madison
W. Craighead Forest Rd.	Lincoln Dr. to Culberhouse

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

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

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

V. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Atlas Asphalt, Inc., as PRINCIPAL, and

Fidelity and Deposit Company of Maryland, 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

of Bid * * *

(\$ 5% of Amount of Bid * * *), 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 19, 2025, for the 2025 Asphalt Cold Milling and Overlays.

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 19th day of February, 2025, 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.

Tracy Brown
(Witness)

P.O. Box 2500

Jonesboro, AR 72402

Atlas Asphalt, Inc.

(Principal)

By [Signature]

Senior Vice President
(Title)

P.O. Box 2500

Jonesboro, AR 72402

(Address)

SEAL

Heather Hills

Fidelity and Deposit Company of Maryland

(Corporate Surety)

By [Signature]

Judy Schoggen, Attorney-in-Fact

205 Executive Court

Little Rock, AR 72205

(Address)

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Benson A. CASHION, Heather HICKS, Matthew K. CASHION, JR., Judy SCHOGGEN, Michael G. DORNBLASER, Lee W. JACKSON, John A. DAVIE, Daniel C. MCMILLEN, of Little Rock, Arkansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of August, A.D. 2023.



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of February, 2025.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

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



VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder. *Atlas Asphalt, Inc.*
2. Permanent main office address. *1333 Airport Road, Jonesboro, AR 72401*
3. When organized. *1976*
4. If a corporation, where incorporated. *Jonesboro, AR Craighead Co.*
5. How many years have been engaged in the contracting business under your present firm or trade name? *49 years*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). *100651 MLK Extension \$10,000,000.00 2025*
7. General character of work performed by your company. *Asphalt Manufacture*
8. Have you ever failed to complete any work awarded to you? *No*
9. Have you ever defaulted on a Contract? *No*
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? *No*
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. *101035 / 2023 / \$38,964,702.55*
12. List your major equipment available for this Contract.
Asphalt plants, Paving Equipment
13. Experience in construction work similar in importance to this project.
60 years
14. Background and experience of the principal members of your organization, including the officers. *Highway Construction for 65 years*

15. Credit available: \$ Over \$ 10,000,000.00.
16. Give Bank reference: First Community Bank-Batesville
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at 10:48 a.m. this 18th
day of February, 2025.

Atlas Asphalt, Inc.

(Name of Bidder)

By [Signature]

Title Senior Vice President

STATE OF Arkansas)
COUNTY OF Craighead) SS.

Brian Fulkerson being duly sworn deposes and says that
he is Senior Vice President of Atlas Asphalt, Inc.
(Name of Organization)

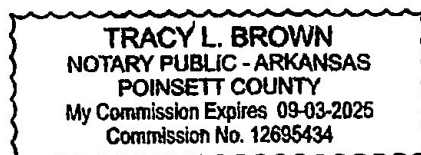
and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 18th day of February, 2025.

Tracy L. Brown
(Notary Public)

My Commission Expires:

09/03/25



VII. CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and
between Atlas Asphalt, Inc.
(a Corporation organized and existing under the laws of the State of Arkansas)
Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

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 2025 Asphalt Cold Milling and Overlays, in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

_____ dated _____

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within two hundred forty (240) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

- | | |
|------------------------------|---|
| a. This Agreement (Contract) | f. General Conditions |
| b. Addenda | g. Supplemental General Conditions |
| c. Advertisement for Bids | h. Special Conditions |
| d. Instructions to Bidders | i. Technical Specifications including
Special Provisions |
| e. Proposal | 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 2025 Asphalt Cold Milling and
Overlays.

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

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

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

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

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

Executed on this _____ day of _____, 20____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____

(Attorney-in-Fact)

NOTES:

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

IX. GENERAL CONDITIONS

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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 2025 SCHEDULE - CONTRACTED PROJECTS	
City of Jonesboro Payment Schedule	Deadline for Invoice Submittal to Engineering
Wednesday, January 8, 2025	Monday, December 30, 2024
Monday, February 10, 2025	Friday, January 31, 2025
Monday, March 10, 2025	Friday, February 28, 2025
Tuesday, April 8, 2025	Friday, March 28, 2025
Thursday, May 8, 2025	Monday, April 28, 2025
Monday, June 9, 2025	Friday, May 30, 2025
Tuesday, July 8, 2025	Friday, June 27, 2025
Friday, August 8, 2025	Tuesday, July 29, 2025
Monday, September 8, 2025	Friday, August 29, 2025
Wednesday, October 8, 2025	Friday, September 26, 2025
Monday, November 10, 2025	Friday, October 31, 2025
Monday, December 8, 2025	Friday, November 28, 2025

GC.12 USE OF COMPLETED PORTIONS

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

GC.13 CHANGES IN THE WORK

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

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

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

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

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

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

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

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

Each Change Order shall include in its final form:

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

GC.14 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

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

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

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

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

Termination for Convenience

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

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

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

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

GC.15 SUSPENSION OF WORK

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend

the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor notice in writing three (3) days prior to the suspension.

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

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

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

GC.16 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

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

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

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

- (1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the Owner;

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

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

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

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

GC.17 DISPUTES

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

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

If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work, but shall notify the Local Public Agency promptly that he is proceeding

with the work under protest, and he may then except the matter in question from the final release.

GC.18 ASSIGNMENT OR NOVATION

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

GC.19 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

GC.20 SAMPLES, CERTIFICATES, AND TESTS

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

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all

specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

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

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

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) All Construction materials shall be tested in accordance with AHTD Specifications and at the contractor's expense.

GC.21 PERMITS AND CODES

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

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

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical,

plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.

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

GC.22 CARE OF WORK

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

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

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

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

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

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

adjoining property and from all loss or expense and all damages for which it may be claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

GC.23 QUALITY OF WORK AND PROPERTY

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

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

GC.24 ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all

hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

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

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

GC.25 USE OF PREMISES

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

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

GC.26 REMOVAL OF DEBRIS, CLEANING, ETC.

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

GC.27 RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY

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

as determined by the Engineer, shall be deducted from amounts due the Contractor.

GC.28 OBSERVATION OF WORK

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

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

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

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

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

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

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

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

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

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

All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

GC.29 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.30 PROHIBITED INTERESTS

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

GC.31 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date

stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of observation. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable. The inspection party will also include the representatives of each Department of the Local Government and any other involved government agencies when such improvements are later to be accepted by the Local Government and/or other government agencies.

GC.32 PATENTS

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

X. SPECIAL CONDITIONS

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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

See "Schedule of Streets" for locations.

SC.3 SCOPE OF WORK

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

SC.4 TIME ALLOTTED FOR COMPLETION

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

SC.5 FORMS, PLANS AND SPECIFICATIONS

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

SC.6 LIQUIDATED DAMAGES FOR DELAY

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

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

SC.11 WATER FOR CONSTRUCTION

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

SC.12 BOND

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

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The

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

SC.13 LEGAL HOLIDAYS

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

SC.14 RELEASE AND CONTRACTOR'S AFFIDAVIT

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

RELEASE

FROM: Contractor's Name _____
Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

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

2025 Asphalt Cold Milling and Overlays

project.

Contractor's Signature

Title

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

Notary Public

My Commission Expires:

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name _____

Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

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

2025 Asphalt Cold Milling and Overlays

have been fully satisfied.

Contractor's Signature

Title

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

Notary Public

My Commission Expires:

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

Dated _____

Surety Company

By _____
Resident Agent, State of Arkansas

XI. TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE

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

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

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

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

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

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

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

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

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

Subsection 410.10 of the Standard Specifications is hereby deleted.

SP-2 – STRIPING

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

SP-3 - MAINTENANCE OF TRAFFIC

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



S A Kent
T Cooper

2025:01
02/19/25

DIVISIONS/DEPARTEMENT:
Engineering Dept

Atlas Asphalt

Richard Baughn
Construction

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

[illegible]



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:026

Agenda Date: 3/18/2025

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Resolution

A RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A DRAINAGE EASEMENT LOCATED IN LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS AS REQUESTED BY CRAFTON TULL

WHEREAS, the property owners have filed a Petition with the City Clerk of the City of Jonesboro, Arkansas requesting that the City abandon a drainage easement in;

LOT 5R OF BLOCK C OF SOUTHERN HILLS. Being more particularly described as follows:

A 15.0 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 SOUTH CORNER OF SAID LOT 5R. THENCE, NORTH 36° 17' 08" EAST FOR A DISTANCE OF 69.83 FEET TO THE POINT OF BEGINNING. THENCE, NORTH 52° 54' 08" WEST FOR A DISTANCE OF 211.94 FEET TO A POINT. THENCE, NORTH 37° 18' 55" EAST FOR A DISTANCE OF 15.00 FEET TO A POINT. THENCE, SOUTH 52° 54' 08" EAST FOR A DISTANCE OF 211.88 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00° 19' 56.28", HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 37° 06' 03" WEST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.07 ACRES (3178.50 SQUARE FEET), MORE OR LESS.

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

WHEREAS, Arkansas law requires notice of such public hearing;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice advising the public of the request to vacate and abandon the drainage easement mentioned above and this matter will be heard before the City Council on _____ at _____ p.m. at City Hall, located at 300 S. Church, Jonesboro, Arkansas.

March 6, 2025

Nancy Barnett, P.S
Crafton Tull
2520 Alexander Drive Suite C
Jonesboro, AR 72401-7194

RE: Southern Hills Drainage Easement Abandonment

Dear Ms. Barnett,

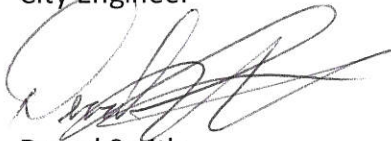
The City of Jonesboro Engineering and Planning Departments concur with the abandonment of a 15-foot drainage easement located in Block C Lot 5R of Southern Hill Real Estate LLC as recorded at 2012R-010935 in the public records for Craighead County at Jonesboro, Arkansas.:

If you have questions or comments, feel free to call the number listed above.

Sincerely,



Craig Light, PE, CFM
City Engineer



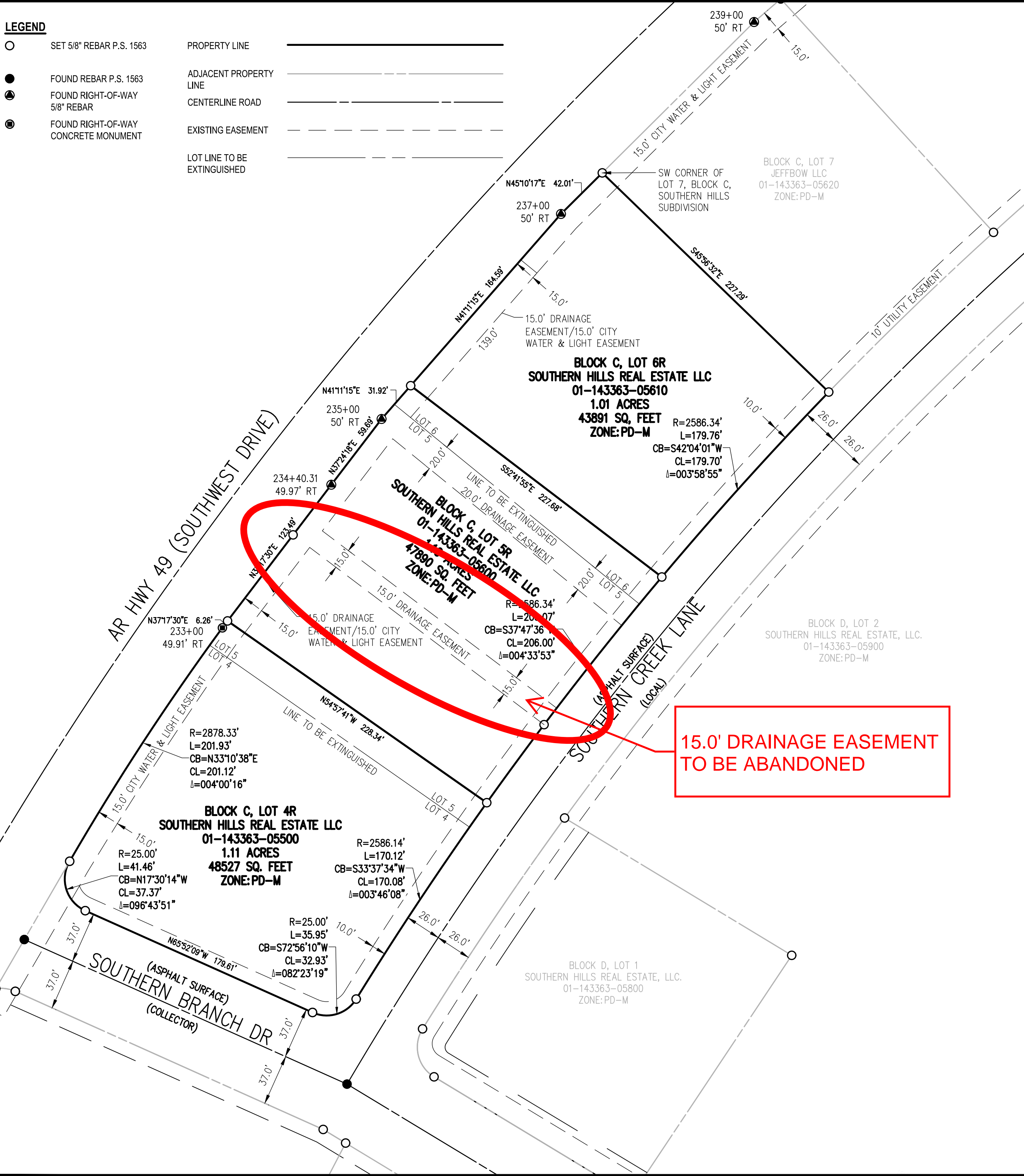
Derrel Smith
Planning Director

Attachments

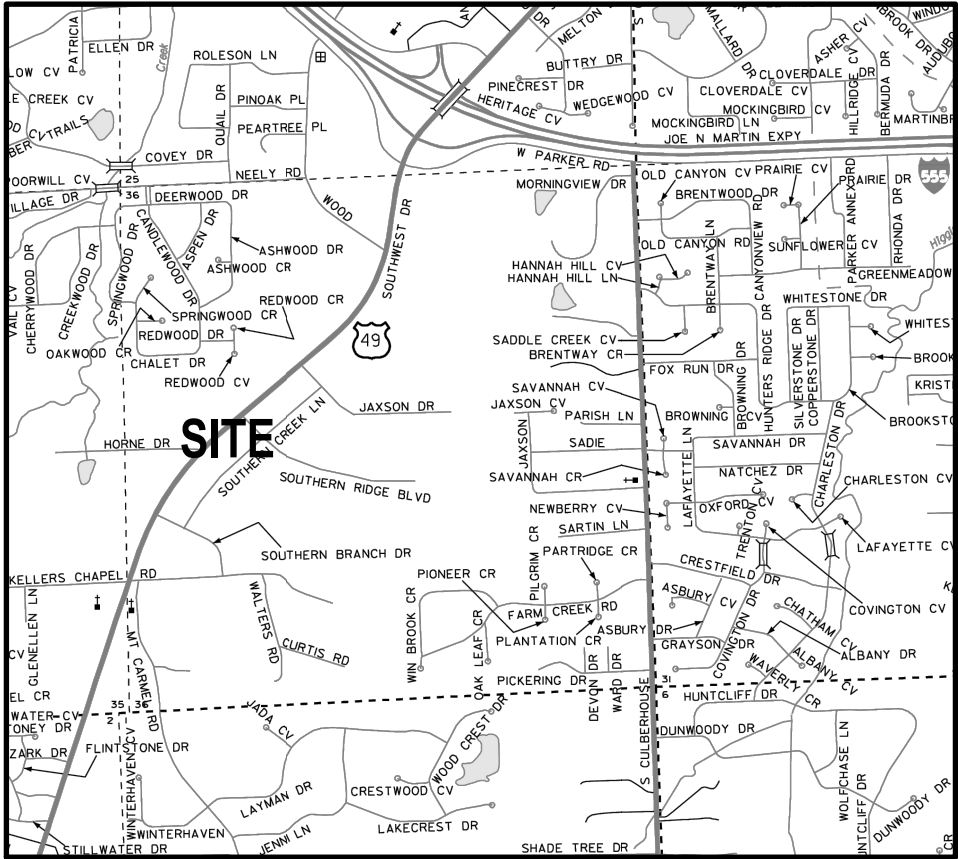
LEGEND

- SET 5/8" REBAR P.S. 1563
- FOUND REBAR P.S. 1563
- ⊙ FOUND RIGHT-OF-WAY 5/8" REBAR
- ⊙ FOUND RIGHT-OF-WAY CONCRETE MONUMENT

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE ROAD
- EXISTING EASEMENT
- LOT LINE TO BE EXTINGUISHED



VICINITY MAP



THE SECOND REPLAT OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

SURVEYOR'S NOTES:

- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations, and any other facts which an accurate and current title search may disclose.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.
- Survey is valid only if print has original seal and signature of surveyor present.
- Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
- The locations of underground utilities as shown hereon are based on above ground markings and visible structures. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.
- This survey meets current "Arkansas Minimum Standards for Property Surveys and Plats." Field work for this survey was completed on 2/17/2025.
- Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
- All buildings, surface and subsurface improvements on and adjacent to the site are not necessarily shown.
- The location and/or existence of utility service lines to the property surveyed are unknown and are not shown.
- No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies or other surveys.
- Subject to Maintenance Agreement for Stormwater Management Facilities, filed May 5, 2021 and recorded as Document Number 2021R-010936, in the records of Craighead county, Arkansas.
- The subject property is located outside of the Special Flood Hazard Areas per Flood insurance Rate Map 05031C0261D, effective 09/26/2024.

RECORD INFORMATION

BASIS OF BEARINGS:
RECORD PLAT BOOK C, PAGE
378 OF CRAIGHEAD COUNTY
CIRCUIT CLERK OFFICE



GRAPHIC SCALE IN FEET
50' 0 50'

STATE PLAT CODE:
500-14N-03E-0-36-430-16-1563

SEAL



THE SECOND REPLAT OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

PREPARED FOR:
SOUTHERN HILLS REAL ESTATE, LLC.

DATE: 2/25/2025
PROJECT NO.: 24902900
CONTACT: MAD / SAM

2520 Alexander Drive Suite C
Jonesboro, Arkansas 72401-7194
 Crafton Tull
870.203.7876
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:

© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:

1 OF 1

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 15.0 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 SOUTH CORNER OF SAID LOT 5R. THENCE, NORTH 36° 17' 08" EAST FOR A DISTANCE OF 69.83 FEET TO THE POINT OF BEGINNING. THENCE, NORTH 52° 54' 08" WEST FOR A DISTANCE OF 211.94 FEET TO A POINT. THENCE, NORTH 37° 18' 55" EAST FOR A DISTANCE OF 15.00 FEET TO A POINT. THENCE, SOUTH 52° 54' 08" EAST FOR A DISTANCE OF 211.88 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00° 19' 56.28", HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 37° 06' 03" WEST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.07 ACRES (3178.50 SQUARE FEET), MORE OR LESS.

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 3rd day of March 2025.

PROPERTY OWNER NAME AND ADDRESS:

Southern Hills Real Estate LLC

2505 Southwest Square

Jonesboro, AR 72404

Carroll Caldwell

Carroll Caldwell, Signature

3/3/25

Date

Prateek Gera

Prateek Gera, Signature

3/3/25

Date

Matthew Millerd

Matthew Millerd, Signature

3/3/25

Date

Subscribed and sworn to before me this 3 day of March, 2025

(SEAL)



Paige Preslar
NOTARY

Expiration date: 05-11-2030

Utility Release Form

Utility Company: E. Ritter Communications Holdings, LLC. 3-4-2025

Requested Abandonment: Southern Creek Lane 15' 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.)

Between Block C, Lot 4R Southern Hills Real Estate LLC 01-143363-05500 11.1 Acres 48527 SQ. Feet Zone PD-M and
Block C, Lot 5R Southern Hills Real Estate LLC 01-143363-05600 10.1 Acres 47890 SQ. Feet Zone PD-M

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.

Rich Busby

Ritter Company Representative

OSP Engineer

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: 3/3/2025

Requested Abandonment: Drainage Easement Abandonment

Legal Description:

Survey Description:

15.0' 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.

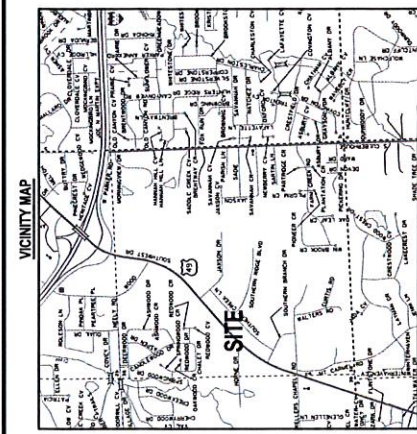
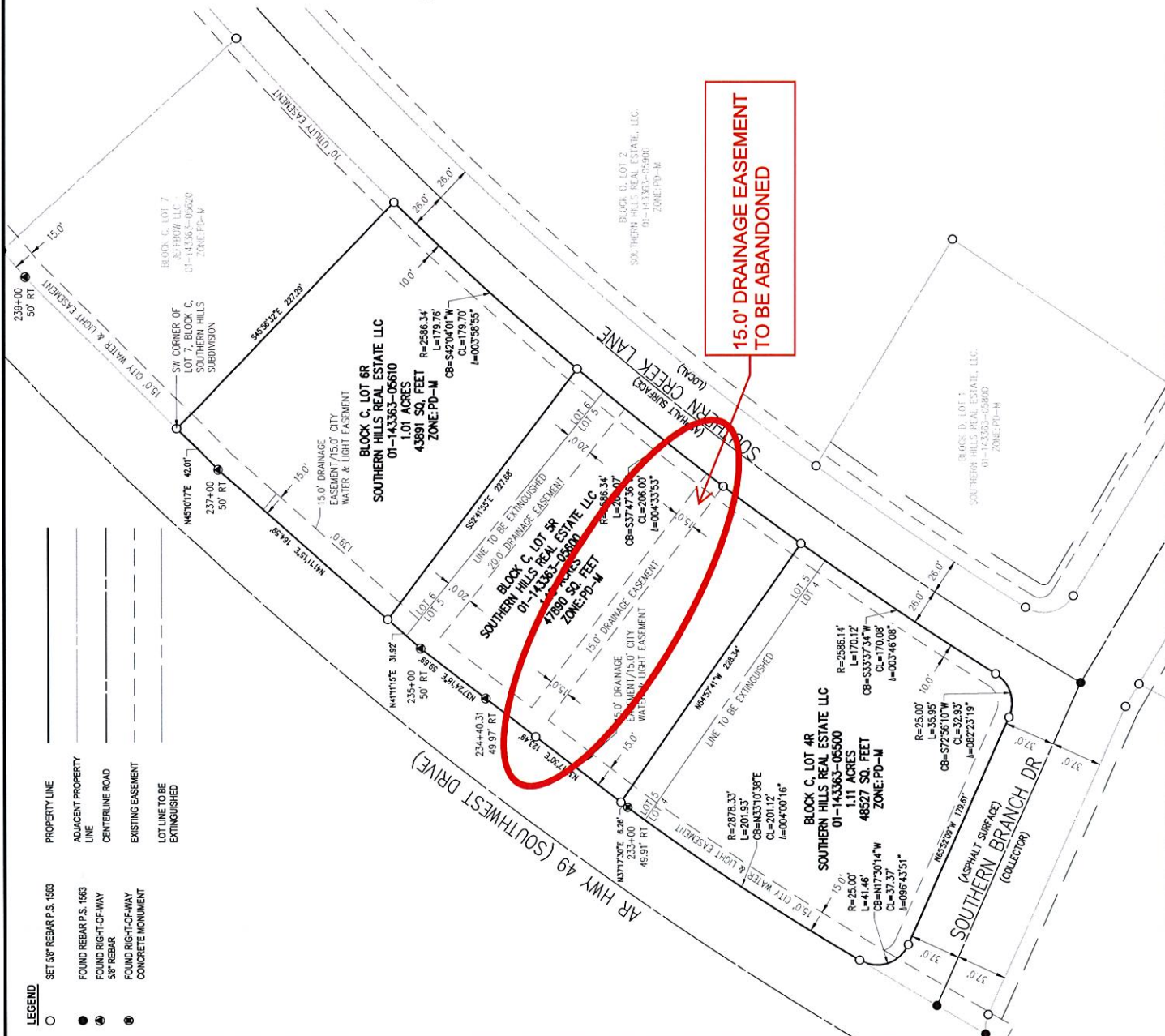
Described
reasons for
objection or
easements to be
retained.

Grace Hohnbaum

Signature of Utility Company Representative

Engineer

Title



THE SECOND REPLAT OF BLOCK C, SOUTHERN
HILLS, JONESBORO, CRAIGHEAD COUNTY,
ARKANSAS.

- SURVEYOR'S NOTES:**
1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making or survey, building setback lines, restrictive covenants, subdivision restrictions, zoning or other use regulations, and any other facts which ascertain and current title may disclose.
 2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which ascertain and current title may disclose.
 3. Survey is valid only if print has original seal and signature of surveyor present.
 4. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
 5. The locations of underground utilities as shown hereon are based on above ground markings and visible structures. Locations of underground utilities may vary from locations shown hereon. Additional buried utilities may be encountered. No excavations were made during the progress of this survey to locate buried utilities, etc.
 6. This survey meets current "Minimum Standards for Property Surveys and Plats." Field work for this survey was completed on 2/17/2025.
 7. Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
 8. All buildings, surface and subsurface improvements on and adjacent to the site are not necessarily shown.
 9. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown.
 10. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies or other surveys.
 11. Subject to Maintenance Agreement for Stormwater Management Facilities, filed May 5, 2021 and recorded as Document Number 2021-010036, in the records of Craighead county, Arkansas.
 12. The subject property is located outside of the Special Flood Hazard Areas per Flood Aransas.

THE SECOND REPLAY OF BLOCK C, SOUTHERN
HILLS, JONESBORO, CRAIGHEAD COUNTY,
ARKANSAS
PREPARED FOR:
SOUTHERN HILLS REAL ESTATE, LLC.

DATE: 2/25/2025
PROJECT NO: 24902900
CONTACT: MAD / SAM

2300 Alexander Drive Suite C
Jonestown, Arizona 72401-7194

 **Crafton Tull**

870.203.7824
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

CHANDLER SILLA
ASSOCIATES, INC.
NEW YORK

DATE _____


DESCRIPTION _____

2025 Chandler Silla & Associates, Inc.

SHEET NO.: _____

1 OF 1

BASIS OF BEARINGS:
RECORD PLAT BOOK C. PAGE
378 OF CRAIGHAM COUNTY
CIRCUIT CLERK OFFICE



GRAPHIC SCALE IN FEET

50' 0 50'

STATE PLAT CODE
500-14N-03E-0-36-430-16-1563

Nancy Barnett

From: Dalton Mitchell <dmitchell@summitutilities.com>
Sent: Wednesday, February 26, 2025 1:34 PM
To: Nancy Barnett
Cc: Jeremy Bevill
Subject: [External] RE: [EXTERNAL EMAIL] Southern Hills - Abandonment

Nancy,

Summit Utilities does not have any facilities within this drainage easement and no plans for any future installations. We have no objection to this easement abandonment.

Regards,



Dalton Mitchell, PE
Supervisor of Engineering – SUA North
501.366.4344 | www.SummitUtilitiesInc.com
dmitchell@summitutilities.com

From: Nancy Barnett <Nancy.Barnett@craftontull.com>
Sent: Wednesday, February 26, 2025 11:31 AM
To: Dalton Mitchell <dmitchell@summitutilities.com>
Cc: Jeremy Bevill <Jeremy.Bevill@craftontull.com>
Subject: [EXTERNAL EMAIL] Southern Hills - Abandonment

You don't often get email from nancy.barnett@craftontull.com. [Learn why this is important](#)

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 drawing.

Please let me know if you need anything additional.

Sincerely,

Nancy Barnett, P.S.
Professional Surveyor | Survey



Crafton Tull



Office: 870-203-7876
2520 Alexander Drive Suite C
Jonesboro, AR 72401-7194
www.craftontull.com

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Nancy Barnett

From: Brad Rachal <Bradley.Rachal@AlticeUSA.com>
Sent: Thursday, February 27, 2025 8:41 AM
To: Nancy Barnett
Cc: Jeremy Bevill; Joel Watson; Tommy Dunlap; Kimberly Bryant
Subject: [External] RE: External E-mail - Southern Hills - Drainage Easement Abandonment

Optimum does not have facilities in this easement.

Brad Rachal

Business Development, AE
Optimum

318-510-6179

bradley.rachal@alticeusa.com

725 Benton Rd
Bossier City, La 71111
[optimum.com](https://www.optimum.com)

optimum.

From: Nancy Barnett <Nancy.Barnett@craftontull.com>
Sent: Wednesday, February 26, 2025 11:28 AM
To: btimms@jonesborocwl.org; tg5473@att.com; rich.busby@rittercommunications.com; ghohnbaum@summitutilities.com; Brad Rachal <Bradley.Rachal@AlticeUSA.com>
Cc: Jeremy Bevill <Jeremy.Bevill@craftontull.com>
Subject: External E-mail - Southern Hills - Drainage Easement Abandonment

Caution: This is an external email and may contain suspicious content. Please do not click links or attachments unless you recognize the sender and know the content is safe

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 drawing.

Please let me know if you need anything additional.

Sincerely,

Nancy Barnett, P.S.
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Nancy Barnett

From: RICKEY, CASEY W <CR886S@att.com>
Sent: Thursday, February 27, 2025 10:01 AM
To: Nancy Barnett
Subject: [External] FW: Southern Hills - Drainage Easement Abandonment
Attachments: DRAINAGE EASEMENT ABANDONMENT.pdf

Nancy,

AT&T has no objections to this request.

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: GREGORY, TODD R <tg5473@att.com>
Sent: Wednesday, February 26, 2025 12:12 PM
To: RICKEY, CASEY W <CR886S@att.com>
Subject: FW: Southern Hills - Drainage Easement Abandonment

Sir, please look at this. If it meets your standards, please send an email to reflect your concurrence in the matter. Thank You. -tg

From: Nancy Barnett <Nancy.Barnett@craftontull.com>
Sent: Wednesday, February 26, 2025 11:28 AM
To: btimms@jonesborocwl.org; GREGORY, TODD R <tg5473@att.com>; rich.busby@rittercommunications.com; ghohnbaum@summitutilities.com; bradley.rachal@alticeusa.com
Cc: Jeremy Bevill <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 drawing.

Please let me know if you need anything additional.

Sincerely,

Nancy Barnett, P.S.
Professional Surveyor | Survey



Crafton Tull



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Owned by the Citizens of Jonesboro

March 6, 2025

City of Jonesboro
P.O. Box 1845
Jonesboro, AR 72403
Attn: April Leggett

Re: Drainage Easement Abandonment
Southern Hills
City of Jonesboro
Craighead County, Arkansas

Dear April:

City Water and Light has no objection with the abandonment of the 15 foot drainage easement, across the center portion of Lot 5R of the Second Replat of Block C, Southern Hills. All being located between AR Highway 49 (Southwest Drive) and Southern Creek Lane. Craighead County, located in Jonesboro, Arkansas.

Please call if more information is needed.

Sincerely,

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

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

Enclosure

Cc: Crafton Tull

OFFICIAL RECEIPT

Receipt Date 03/12/2025 10:03 AM
 Receipt Print Date 03/12/2025

Receipt # 00259549
 Batch # 00012.03.2025

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	677.30
----	--------

Detail:

01-000-0150-00	
Southern Hills Drainage Easem	
ent Abandonment Ordinance Fee	286.00
01-000-0150-00	
Southern Hills Drainage Easem	
ent Abandonment Resolution Fe	
e	391.30

Total	677.30
-------	--------

Payment Information:

Check	1268	677.30
Change		0.00

Southern Hills Real Estate
 Customer #: 000000

Cashier: KMHattenhauer
 Station: KMHATTENHAUER



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-25:008

Agenda Date:

Version: 1

Status: Second Reading

In Control: Nominating and Rules Committee

File Type: Ordinance

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES CHAPTER 2 ARTICLE 3, ENTITLED CITY COUNCIL, ESTABLISHING CITY COUNCIL RULES AND PROCEDURES FOR 2025

WHEREAS, the 2025 Nominating and Rules Committee has reviewed and recommends Exhibit "A" in its entirety.

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

SECTION 1: That the Jonesboro Code of Ordinances, Chapter 2 Article 3, entitled City Council, Sections 2-84 through 2-98 are hereby repealed and, replaced according to Exhibit "A" hereto attached.

SECTION 2: All ordinances or part of ordinances in conflict herewith are repealed to the extent of the conflict.

SECTION 3: The provisions of this ordinance are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, each invalidity shall not affect the remainder of the sections, phrases or provisions.

ARTICLE III. CITY COUNCIL

DIVISION 1. GENERALLY

Sec. 2-55. Wards.

The city is divided into six wards with boundaries as established by ordinance as follows, and shown on a map on file in the office of the clerk.

(Code 2006, § 2.08.02; Ord. No. 3341, § 1; Ord. No. 11:076, § 1, 11-15-2011; Ord. No. 22:026, § 1, 7-5-2022)

Ord. No. 22:026, § 1, adopted new ward boundaries based on the 2020 Census. Ward boundaries are not set out herein but are available at the office of the city clerk.

State law reference(s)—Wards, A.C.A. § 14-43-311.

Secs. 2-56—2-83. Reserved.

DIVISION 2. MEETINGS¹

Sec. 2-84. City council meetings.

- (a) *Regular meetings.* The city council shall meet in regular session on the first and third Tuesday of each month at 5:30 p.m. The regular session may be rescheduled for reasons of holidays, inclement weather, or any other special circumstances beyond the city council's control. When such special circumstances occur, the regular meeting shall be held on the following Thursday at the same hour. This change will include regularly scheduled committee meetings as well.
- (b) *Location.* The place of the city council meetings shall be in the city council chambers unless another place has previously been set by the city council.
- (c) *Special called council meetings.* Special called council meetings may be called by three or more council members or by the mayor. The city clerk shall be notified of the special called meeting by an email sent to all city clerk staff at least three hours prior to the meeting. Notification of a special meeting, including specific items to be considered, shall be given by the city clerk at least three hours prior to the meeting. Such notification shall be made by personal service to each member or by telephone specifying time and place of the meeting. The city clerk or his/her designee shall keep the record of the meeting. Only the council

¹Editor's note(s)—Ord. No. 17:064, § 1(Exh. A), adopted August 15, 2017, amended and restated former Div. 3, §§ 2-84—2-87, 2-89—2-98, in its entirety to read as herein set out. Former Div. 3 pertained to similar subject matter and derived from Ord. No. 09:001, § 1, 1-20-2009; Ord. No. 13:001, § 1, 1-22-2013; Ord. No. 14:005, § 1, 2-6-2014; Ord. No. 15:058, § 1, 11-17-2015.

State law reference(s)—Authority to provide rules of procedure, A.C.A. § 14-43-501.

members who requested the special meeting or the mayor, if he/she requested the special meeting, may cancel the special meeting.

- (d) *Special called committee meetings.* Special called committee meetings may be called by two or more committee members or by the chair of the committee. The city clerk shall be notified of the special called meeting by an email sent to all city clerk staff at least three hours prior to the meeting. Notification of a special called committee meeting, including specific items to be considered shall be given by the city clerk at least two hours prior to the meeting. Such notification shall be made by personal service to each member or by telephone specifying time and place of the meeting. The city clerk or his/her designee shall keep the record of the meeting. Only the committee members who requested the meeting or the chair, if he/she requested the special meeting, may cancel the special meeting.
- (e) *Meaning of "present".* During any period in which a state of emergency which has been declared by the Governor of Arkansas or the Mayor of Jonesboro, and/or the mayor has declared the meeting eligible for virtual attendance, the term "present," for purposes of this section of the Jonesboro City Code shall mean:
 - (1) That the mayor or council member is physically located at the place the board meeting is being held; or
 - (2) That the mayor or council member is appearing by electronic means; provided that either the mayor, city clerk, acting mayor, or a member presiding over the meeting is physically present at the place where the meeting is being held. Council members appearing at meetings by electronic means shall be entitled to participate in matters before the council, including discussion, debate and voting, as if they were physically present at the meeting. Such electronic means must allow the presiding officer for the meeting to see and hear a member participating electronically to confirm the member's identity and must allow all council members and the public to hear the member participating electronically.
- (f) *Executive session.* An executive session may be convened on the request of any member of the city council or the mayor. Executive session will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee. A.C.A. § 25-19-106(c).
- (g) *Quorum.* A majority of the city council shall be necessary to constitute a quorum to do business. The mayor shall have a vote to establish a quorum of the city council at any meeting of the city council. The concurring vote of a majority of those elected, providing a quorum is present, shall represent the acts of the city council except where otherwise provided by law.
- (h) *Public notification and participation.*
 - (1) The city clerk's office will, if necessary, go further than legally required in order to inform citizens of the items to be considered by the city council. The means used will include publication in a local newspaper, publication via the internet, special notice to citizens who have shown a direct interest in matters to be considered, and copies of the agenda will be placed at the entrance to the city council meetings.
 - (2) Members of the audience will be offered an opportunity to speak on all questions before the city council. After being recognized by the presiding officer. Individuals shall provide his/her name and address immediately after being recognized by the presiding officer. Repetitive comments should be avoided; this applies to comments made previously either to the city council or to the planning commission when those planning commission minutes have been provided to the council members. All remarks shall be addressed to the city council as a whole and not to any particular member of the city council. No person other than the city council members and the person having the floor shall be permitted to enter into any discussions without permission of the presiding officer. No questions shall be asked of a city council member or city employee except through the presiding officer. All members of the public are requested to accord the utmost courtesy to members of the city council, to other members of the public appearing before the city council, and to city staff, and are asked to refrain at all

times from rude or derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

- (3) Consent agenda items are usually routine items such as resolutions and minutes. Consent agenda items are adopted in one motion with no discussion. However, anyone wishing to discuss an item on the consent agenda must request a motion for removal of that particular item from the consent agenda. Upon passage of the motion for removal from the consent agenda, the presiding officer shall proceed with that item following the same procedure as in section 2-84(h)(2) above, affording an opportunity for discussion of the item.
- (i) *Smoking prohibited.* There will be no smoking allowed in the city council chambers or in any committee meeting room.
- (j) ~~*Cell phones and pagers.* With the exception of on-duty emergency services personnel, cell phones and pagers must be turned off or put in silent mode and not used within the council chambers or committee meeting rooms during meetings.~~ *Electronic Devices.* Electronic devices such as cell phones, tablets, and laptops should be silenced or turned off during council and committee meetings unless explicitly needed to conduct business.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

State law reference(s)—Calling special meetings, A.C.A. § 14-43-502; purposes of executive sessions, A.C.A. § 29-19-106; quorum, A.C.A. § 14-43-501.

Sec. 2-85. Duties and privileges of council members and other city officials at city council meetings.

- (a) *Seating.* Members shall occupy the respective seats in the council chambers assigned by position number. The presiding officer (mayor, president pro tempore, or designee) shall be seated in the center of the council members table. Seated to either side of the presiding officer shall be the city clerk and the city attorney or, in their absence, their designees. Council members shall be seated according to their ward beginning on the presiding officer's far left with Ward 1, Pos. 1; Ward 1, Pos. 2; Ward 2, Pos. 1; Ward 2, Pos. 2; Ward 3, Pos. 1; Ward 3, Pos. 2; then beginning on the presiding officer's far right with Ward 4, Pos. 1; Ward 4, Pos. 2; Ward 5, Pos. 1; Ward 5, Pos. 2; Ward 6, Pos. 1 and Ward 6, Pos. 2.
- (b) *Conduct.*
- (1) During city council meetings, council members shall preserve order and decorum and shall neither by conversation nor by otherwise delay or interrupt the proceedings. Neither shall they refuse to obey the orders of the presiding officer or the rules of the city council.
- (2) Every member of the city council desiring to speak shall address the presiding officer and, upon recognition by the presiding officer, shall confine himself/herself to the questions under debate and shall avoid all personalities and indecorous language. A city council member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, or unless a point of order is raised by another council member or unless the council member chooses to yield to questions from another council member.
- (3) If a council member is called to order while he/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be not in order, he/she shall remain silent or shall alter his/her remarks so as to comply with the rules of the city council.

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- (4) Council members and other elected city officials shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the city council, and shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. City council members shall confine their questions as to the particular matters before the city council and in debate shall confine their remarks to the issues before the city council. To keep or restore order and dignity to a council meeting, the city council, by a majority vote, reserves the right to remove from a council meeting any individual who repeatedly violates this rule for conduct.
- (c) *Personal interest.* No council member or other elected city official with a direct or indirect financial or personal interest in any item before the city council shall participate in the discussion of or voting on such matter. If a council member knows a conflict exists on an item on the agenda they should immediately state they have a conflict and refrain from discussion or voting on the matter. Should a council member determine during the discussion of an item that they have a conflict in the matter they should immediately disclose such and refrain from further discussion or voting on the matter.
- (d) *Voting.* ~~Every council member present when a question is put to a vote shall vote either "Yea" or "Nay," except that a council member may abstain from voting: (a) if he/she has not participated in the preceding discussion of the question, and (b) if that council member briefly states the reason for the abstention. The council members will vote at city council meetings in the order of their position number, with a different position voting first, as determined by the city clerk, on each vote taken.~~ *Once a question is put to a vote, each council or committee member will electronically enter a vote of "Yea" or "Nay." Exception, a council or committee member may abstain from voting: (a) if he/she has not participated in preceding discussion of the question, and (b) if that council member states a valid reason for abstention. If electronic balloting is unavailable, the city clerk will call for a voice vote.*
- (e) *Roll call.* Upon every vote, a voice vote of the affirmative and negative votes shall be called and be recorded on every motion, resolution, and ordinance. The presiding officer or any council member may call for a roll call vote. A roll call vote shall be taken when enacting an emergency clause, repealing an initiated measure, or when otherwise required by law.
- (f) *Presiding officer.*
- (1) The mayor shall be ex officio president of the city council and shall preside at its meetings.
- (2) The mayor shall have a vote when his vote is needed to pass any ordinance, bylaw, resolution, order, or motion. Per A.C.A. § 14-43-501.
- (g) *President pro tempore.* The city council shall annually, at the time of organizing, in public session, elect one of its council members as president pro tempore. Any council member may nominate any other member of the city council for this position, and no second of a nomination is required. Each council member shall vote by naming his/her choice by voice vote if there is more than one nominee for the position. A majority vote of the city council shall be required for election. In the absence of the mayor, the presiding officer duties shall be performed by the president pro tempore; in the absence of the president pro tempore, those duties shall be performed by a designated council member. Designation shall be by majority vote of the council members present at any meeting where a clear designation of presiding officer has not been made.
- (h) *Privileges of the president pro tempore.* The president pro tempore or designee acting as the presiding officer may move, second, and debate from the chair and shall not be deprived of the rights and privileges of being a member of the city council by reason of his/her acting as the presiding officer.
- (i) *Arriving late—*~~Leaving early from council/committee meetings. For benefit of an accurate quorum, it is best if council members notify the presiding officer when they will be arriving late or leaving early from council and committee meetings.~~ *For benefit of an accurate quorum, it is the responsibility of the council or committee*
-

member to notify the presiding officer if they will be arriving late or leaving early from council and committee meetings.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

State law reference(s)—Selection of president pro tempore, A.C.A. § 14-43-501(b)(2).

Sec. 2-86. Freedom of information procedure.

All meetings of the city council shall be public meetings. Notice of the time, place and date of all special meetings shall be given by the city clerk's office, to representatives of the newspapers and radio stations located in Craighead County which have requested to be notified at least two hours before the special meeting takes place. Any news media located elsewhere that regularly covers the meetings of the council and which have requested notification from the city clerk's office, shall also be notified at least two hours before the meeting takes place. The city clerk's office shall maintain the official notification list.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

State law reference(s)—Open meetings required and exceptions thereto, A.C.A. § 25-19-106.

Sec. 2-87. Procedures and parliamentary rules.

(a) *Order of business.*

- (1) The city council's agenda order shall be coordinated by the city clerk. All items for discussion or action at the regular council meeting shall be organized under the following headings:
 - a. Call to order by the mayor;
 - b. Pledge of Allegiance and invocation;
 - c. Roll call by the city clerk;
 - d. Special presentations;
 - e. Consent agenda;
 - f. Unfinished business;
 - g. New business;
 - h. Mayor's report;
 - i. City council reports;
 - j. Public comment;
 - k. Adjournment.
- (2) The mayor shall delegate collection, initial organization, and distribution of the final draft to the city clerk; however, the mayor shall maintain responsibility for and control of the agenda. At the regular meeting of the council, the city council, by majority vote, may rearrange the order of the agenda.

(b) *Agenda items and public comment.*

- (1) Agenda items submitted by the administration's staff found to be complete shall be entered into Legistar by the city clerk's office in a timely manner to allow for the approval process of the mayor, city attorney, prior to 10:00 a.m. on Thursday, except when the regular meeting time has changed due to

-
- holidays or rescheduling of the meeting. In such cases, the deadline for agenda items will be adjusted to accommodate the meeting.
- (2) Legislative assignment of agenda items to city council committees is handled by the mayor and/or the administrative staff.
 - (3) The deadline for agenda items shall be submitted to the city clerk's office on or before 10:00 a.m. on Thursday immediately preceding each regular city council meeting, except when the regular meeting time has changed due to holidays or rescheduling of the meeting. In such cases, the deadline for agenda items will be adjusted to accommodate the meeting. The city clerk's office shall be responsible for entering all agenda items into Legistar. All original legislation and attachments must be submitted in order to be placed on the agenda. All items for discussion or action at the regular city council meeting shall be included in an agenda provided by the city clerk to the council members, the mayor, and the city attorney via internet by 4:00 p.m. on Thursday, immediately preceding the regular council meeting.
 - (4) The city clerk's office shall enter all items for discussion or action by citizens wishing to address Jonesboro city council members. No handouts, attachments or presentations shall be made part of the official record without providing the documents to the city clerk's office.
 - (5) The city clerk shall place the items on the agenda in the order that each item is received in the clerk's office. The mayor reserves the right to add or remove items submitted by the administration before the agenda is provided to the council members and the public. The mayor must submit the changes to the agenda in writing to the city clerk by 4:00 p.m. on Thursday following the day of the submission deadline described above in (b)(1).
 - (6) Any ordinance or resolution which was not included on the final agenda may only be brought before the city council after approval by unanimous vote of any city council committee with four or more council members. The city council, by two-thirds vote, at the regular council meeting, must then suspend the rules and bring the item to the floor for consideration. A council member moving to suspend the rules and bring an item to the floor for consideration must state, as part of his/her motion, the nature of the emergency requiring immediate action on the item. A.C.A. § 14-55-202. All walk-ons being proposed by city staff must be requested by the mayor, chief administrative officer, or chief operations officer. The walk-on must have gone through the approval process in Legistar prior to being walked on.
 - (7) Any citizen living within the city limits of Jonesboro desiring to place legislation on the city council agenda may do so by submitting the desired legislation in writing to the mayor or any of the council members and engage them to sponsor the item. Once the mayor or council member has agreed to sponsor the legislation, it will be reviewed by the city attorney before being placed on the appropriate committee agenda prior to going to the full council.
 - (8) There shall be a three-minute time limit per person for proponents and opponents of agenda items.
 - (9) The city council shall provide 15 minutes during each regular council meeting for public comment on non-agenda business. A total of three citizens will be allowed to speak at each council meeting. Each individual is required to limit his/her comments to five minutes. The city council reserves the right to suspend the rules for extra time, if necessary. The city clerk will time each individual using the time clock as provided in council chambers.
- (c) *Precedence of motions.* The city council shall follow the precedence and classification of motions as given in the most recent edition of the Arkansas Municipal League's "Procedural Rules for Municipal Officials" or successive publications. In the event the handbook does not cover the matter, the most recent edition of Robert's Rules of Order shall apply. On questions of appeal, a majority of those present is required to overturn a ruling of the presiding officer.
-

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- (1) *Motions to be stated by the presiding officer/withdrawal.* When a motion is made and seconded, it shall be stated by the presiding officer before debate. After being stated by the presiding officer, a motion may not be withdrawn by the mover without the consent of the member seconding it and approval of the city council.
 - (2) *Reconsideration.* After the decision of any question, any member of the majority may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. A motion to reconsider requires a simple majority for passage. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.
 - (3) *Readings.* All ordinances shall be read aloud at three different meetings unless the city council votes to suspend the rules by a two-thirds majority. A.C.A. § 14-55-202.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

State law reference(s)—Authority to provide rules of procedure, A.C.A. § 14-43-501.

Sec. 2-88. Reserved.

Editor's note(s)—Ord. No. 15:058, § 1, adopted Nov. 17, 2015, repealed § 2-88, which pertained to absence from council meetings and derived from Ord. No. 09:001, § 1(2.20.05), adopted Jan. 20, 2009.

Sec. 2-89. Appeals to council.

Appeals to the city council of decisions of commissions and boards shall be in writing signed by the denied applicant appealing, dated, and filed with the clerk within 30 days following the decision of the board and/or commission. The appeal shall set forth the objection to the decision rendered by said commission and/or board. Decisions shall be considered final if no appeal is perfected within the 30-day period.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

Sec. 2-90. Hearings.

Appeals shall be heard by the city council meeting in official session. The city council may call a special meeting to hear said appeal.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-91. Notice.

The city clerk's office shall notify the denied applicant appealing by certified mail, return receipt requested, of the date of hearing. The notice shall contain the following statements:

- (a) The denied applicant shall be entitled to counsel at the hearing;
- (b) The denied applicant shall be able to discuss their proposal with the council;
- (c) The denied applicant may introduce any information they might have concerning the matter;

-
- (d) The rules of evidence and the rules of procedure established for the judicial system of the state shall not be applicable at said hearing;
 - (e) The denied applicant shall be entitled, upon request, to a written statement from the city council which shall state the facts and reasons for denying the denied applicant's appeal if same is denied.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

Sec. 2-92. Action.

The city council shall either approve or reject the appealed decision by a majority vote. Failure to act on the appeal within 60 days after same is filed will be deemed approval of the decision of the board and/or commission. Decision not approved by the city council may be resubmitted through proper channels not less than six months following the council's action or sooner if there is a material change in circumstances or conditions.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-93. Bring ordinances before council.

- (a) Once an item is brought before the city council, there shall exist a six-month time limit within which to obtain a ruling by the city council. Failure to meet the deadline will result in the item not being brought before the council again for a one-year period, and starting the procedural process over.
- (b) Once an item has been tabled or pulled three times, the item may not be brought before the council again for a one-year period, and must start the procedural process over.
- (c) Once the Metropolitan Area Planning Commission has granted approval, there shall exist a six-month time limit for bringing the matter before the council.
- (d) If an item is denied by council, the same proposition cannot be brought back up to council again for six months unless there is a substantial change as noted by the discretion of the city attorney and the procedural process starts over.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

State law reference(s)—Ordinances, A.C.A. § 14-55-101 et seq.

Sec. 2-94. Publication reimbursement cost.

- (a) The publication cost shall be set by the finance department at a flat rate to cover costs for the publication of ordinances and notices. These rates may fluctuate based on current publication pricing.
- (b) The publication cost shall be collected by the city collector prior to an item being placed on the agenda. Failure to pay the publication cost shall result in the item not being placed on the agenda.
- (c) Should an ordinance be denied by the city council, the publication cost shall be reimbursed by the finance department. Reimbursement shall not include public hearing or appeal hearing notices, since these must be published prior to an ordinance being adopted.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-95. Internal boards, committees, commissions, and appointments.

(a) *Committee membership.*

- (1) The only standing internal committee of the city council shall be the nominating and rules committee. ~~The nominating and rules committee shall be made up of council members from Wards 1, 2, and 3 on odd-number years and council members from Wards 4, 5, and 6 on even-numbered years.~~ **The nominating and rules committee shall be made up of council members from seat one of wards 1, 2, and 3 and seat two of wards 4, 5, and 6 on odd-numbered years and seat two of wards 1, 2, and 3 and seat one of wards 4, 5, and 6 on even-number years.** The nominating and rules committee shall determine the number of city council committees, their function, and membership of such committees. Any council member who desires to serve on any particular committee shall so inform the nominating and rules committee. The nominating and rules committee shall, at its discretion, attempt to assign council members who have expressed a preference for any particular committee to the committee. The members of each committee shall designate the member who is to serve as chairperson of each committee. In the case of a tie for committee chairperson, the nominating and rules committee shall appoint the chairperson from those nominated by the committee. Any council member dissatisfied with committee assignments can appeal to the whole city council. The nominating and rules committee will have a standing meeting on the first business Tuesday of the month of January of each year so that council committee designations can be assigned. The chair of the nominating and rules committee for the previous year will call the meeting and hold nominations for chair of the committee. The presiding chair, after the election of the new chair, will relinquish his/her duties.
- (2) Ad hoc committees to study special problems and projects of the city may be created by a majority vote of the city council. The mayor and the nominating and rules committee shall recommend to the city council appointees for ad hoc committees. The city council, by majority vote, shall appoint members to ad hoc committees.

(b) *Committee meetings.*

- (1) All council members, representatives of the news media who have requested notification, and all other persons who have requested notification of committee meetings shall be notified of city council committee meetings by the city clerk's office.
 - (2) Committee meetings shall be held when possible at times that allow all members of the committee to attend. In order for a committee to make an official recommendation to the city council, a majority of the committee **present** must agree on that recommendation. Recommendation to the council shall be deemed as endorsement from the committee as the legislation stands. Council members who are not members of a particular city council committee may participate in the meeting of that committee except for voting on committee recommendations. Minutes of meetings involving the city council shall be the responsibility of the city clerk or his/her designee. The minutes shall reflect recommendations of the committee to the full council.
 - (3) Legislation forwarded to city council from the Metropolitan Area Planning Commission, the Land Bank, the A&P Commission and the PACE Commission have already been endorsed by a committee and may be placed directly on the city council agenda without the need for further committee review.
- (c) *Committee quorum.* A majority of the committee shall be necessary to constitute a quorum to do business. ~~The concurring vote of a majority of those attending a meeting, providing a quorum is present, shall represent the acts of the committee.~~
- (d) *Committee voting.* Every committee member present when a question is put to a vote shall vote either "Yea" or "Nay", except that a committee member may abstain from voting if he/she has not participated in the preceding discussion of the question and that member briefly states the reason for the abstention. Pursuant

to "Robert's Rules of Order", in the absence of a recommendation by the "Procedural Rules for Municipal Officials" the chairperson of the committee will not vote unless his/her vote is necessary to break a tie.

- (e) *City council representation on other governmental groups.* When it is necessary to appoint a council member to an external board, commission, or committee, selection of that council member shall be made by the mayor and a majority vote of the city council shall be required for confirmation of the mayor's appointment.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021; Ord. No. 22:025, § 1, 7-5-2022)

Sec. 2-96. Mayor relationship.

- (a) *Defining authority.* In exercising its management responsibilities, the city council reserves its authority to approve policy which represents broad statements of its intentions, approves plans and programs, and delegate authority of administration to the mayor, except those rights that are by law conferred upon or reserved to the city council. The city council delegates the authority of the mayor to hire capable personnel within an approved wage and salary policy, to plan and establish schedules and to train, supervise and terminate employees. Per A.C.A. § 14-42-110, the city council reserves the authority to review the hiring or removal of a department head and may overturn the hiring or removal of a department head by the mayor upon two-thirds majority of the total membership of the city council.
- (b) *Definition of responsibilities.*
- (1) The mayor has the principal responsibility for directing the operations of the city government and for advising and assisting the city council in its deliberations. In connection with the latter responsibility, the city council expects and requests the mayor to furnish it with whatever data, information, and material it may need to properly carry out its functions in an informed manner.
 - (2) The mayor also has the principal responsibility to ensure that the city's administrative officers, department heads, and directors understand and obey all local, state, and federal laws pertaining to the city's operations, and when a violation of any law is discovered, that immediate disclosure is made to the city council and proper and adequate disciplinary measures are taken against the responsible employee or employees.
 - (3) The city council also expects the mayor to abide by the city's code of ethics, the city council also expects the mayor to require the city's administrative officers, department heads, and directors to abide by the city's code of ethics.
- (c) *City council/mayor cooperation.*
- (1) Efficient management of the city can exist only through mutual understanding and complete cooperation between the city council and the mayor. The mayor's performance cannot be of the best unless he/she is given the latitude to exercise independent judgment in executing policies of the city council. The city council acknowledges that obligation and gives the mayor the latitude of judgment and discretion, and expects faithful performance in carrying out the policies of the city council.
 - (2) It shall be understood that administrative authority for the management of the city rests with the mayor. Members of the city council should refrain, as individuals, from giving specific direction or instruction to city personnel pertaining to the discharge of assigned duties, however, open communication between council members and city employees is encouraged and expected to guarantee sound decisions based upon the free flow of information.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-97. Citizen committees.

- (a) *Authorization by the city council.* The city council may authorize citizen advisory boards, committees, and commissions to assist the city council in discharging its responsibilities more effectively. Authorization will be made by a majority vote of the city council.
- (b) *Selection guidelines.* The mayor shall have the responsibility of coordinating the selection process of members for the citizen advisory groups prior to the final city council approval. The objectives of the selection process shall be as follows:
 - (1) To provide a broad cross section of qualified individuals for service on the appointed bodies;
 - (2) To provide an opportunity for participation in city affairs by interested citizens; and
 - (3) To provide a means for involvement of all city council members in the selection process. The city council will act officially on all appointments in public session.
- (c) *Vacancy policy for boards and commissions.* In cases in which this division is not in conflict with state or federal law, any city board or commission position which term has expired for a period longer than 60 days shall be declared vacant.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-98. Code of ethics.

- (a) *General.* Council members, other elected city officials and the city's administrative officers, department heads, and directors occupy positions of public trust. All business transactions of such officials dealing in any manner with public funds, either directly or indirectly must be subject to the scrutiny of public opinion both to the legality and to the propriety of such transactions.
- (b) *Conflict of interest.* Council members, other elected officials, and the city's administrative officers, department heads, and directors shall refrain from making use of special knowledge or information gained by virtue of their elected office or position before it is made available to the general public; shall refrain from making or influencing decisions involving business associates, customers, clients, competitors, and immediate family members and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as such may be issued in the normal and lawful discharge of the duties of these municipal officers. Nothing herein, however, shall serve to deny any of the above-mentioned of their legal rights and privileges available to all citizens of the city.
- (c) *Responsibility to all citizens.* Council members, other elected officials, and the city's administrative officers, department heads, and directors shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. Council members, other elected officials, and the city's administrative officers, department heads, and directors shall bear in mind at all times their responsibility to all Jonesboro citizens, shall refrain from actions benefiting special interest groups at the expense of the city as a whole, and shall do everything in their power to ensure equal and impartial law enforcement throughout the city without respect to race, creed, color, sex, or the economic or social position of individual citizens.
- (d) *Responsibility to disclose.*
 - (1) In an effort to allow the public full knowledge of financial and personal interests, council members, and other elected city officials are expected to file an annual statement of financial interest as required in A.C.A. § 21-8-701. Council members, other elected officials, and the city's administrative officers, department heads, and directors are also expected to disclose all real estate holdings within the city

limits and any business or financial interest which could affect or be affected by decisions of the city council, other elected city officials, or the city's administrative officers, department heads, or directors. This language shall be interpreted to include real estate holdings and business or financial interests held by the individual, his/her spouse, children, parents or siblings or beneficial interests in a partnership, corporation or any other legal entity.

- (2) Council members, other elected officials, the city's administrative officers, department heads, and directors, shall also disclose any familial relationships with any other city official or employee which could affect or be affected by decisions of the city council, the mayor, a city administrative officer, department head, or director.
- (3) The financial and familial disclosures should be made in writing and filed with the city clerk before February 1 of each year; any changes in disclosure information during the year must be filed with the city clerk's office within 30 days of such change.
- (4) No non-elected city officials and employees are required to include his/her home address on disclosure documents, per Act 213 of 2003 (A.C.A. § 25-19-105).

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Secs. 2-99—2-122. Reserved.

ARTICLE III. CITY COUNCIL

DIVISION 1. GENERALLY

Sec. 2-55. Wards.

The city is divided into six wards with boundaries as established by ordinance as follows, and shown on a map on file in the office of the clerk.

(Code 2006, § 2.08.02; Ord. No. 3341, § 1; Ord. No. 11:076, § 1, 11-15-2011; Ord. No. 22:026, § 1, 7-5-2022)

Ord. No. 22:026, § 1, adopted new ward boundaries based on the 2020 Census. Ward boundaries are not set out herein but are available at the office of the city clerk.

State law reference(s)—Wards, A.C.A. § 14-43-311.

Secs. 2-56—2-83. Reserved.

DIVISION 2. MEETINGS¹

Sec. 2-84. City council meetings.

- (a) *Regular meetings.* The city council shall meet in regular session on the first and third Tuesday of each month at 5:30 p.m. The regular session may be rescheduled for reasons of holidays, inclement weather, or any other special circumstances beyond the city council's control. When such special circumstances occur, the regular meeting shall be held on the following Thursday at the same hour. This change will include regularly scheduled committee meetings as well.
- (b) *Location.* The place of the city council meetings shall be in the city council chambers unless another place has previously been set by the city council.
- (c) *Special called council meetings.* Special called council meetings may be called by three or more council members or by the mayor. The city clerk shall be notified of the special called meeting by an email sent to all city clerk staff at least three hours prior to the meeting. Notification of a special meeting, including specific items to be considered, shall be given by the city clerk at least three hours prior to the meeting. Such notification shall be made by personal service to each member or by telephone specifying time and place of the meeting. The city clerk or his/her designee shall keep the record of the meeting. Only the council

¹Editor's note(s)—Ord. No. 17:064, § 1(Exh. A), adopted August 15, 2017, amended and restated former Div. 3, §§ 2-84—2-87, 2-89—2-98, in its entirety to read as herein set out. Former Div. 3 pertained to similar subject matter and derived from Ord. No. 09:001, § 1, 1-20-2009; Ord. No. 13:001, § 1, 1-22-2013; Ord. No. 14:005, § 1, 2-6-2014; Ord. No. 15:058, § 1, 11-17-2015.

State law reference(s)—Authority to provide rules of procedure, A.C.A. § 14-43-501.

members who requested the special meeting or the mayor, if he/she requested the special meeting, may cancel the special meeting.

- (d) *Special called committee meetings.* Special called committee meetings may be called by two or more committee members or by the chair of the committee. The city clerk shall be notified of the special called meeting by an email sent to all city clerk staff at least three hours prior to the meeting. Notification of a special called committee meeting, including specific items to be considered shall be given by the city clerk at least two hours prior to the meeting. Such notification shall be made by personal service to each member or by telephone specifying time and place of the meeting. The city clerk or his/her designee shall keep the record of the meeting. Only the committee members who requested the meeting or the chair, if he/she requested the special meeting, may cancel the special meeting.
- (e) *Meaning of "present".* During any period in which a state of emergency which has been declared by the Governor of Arkansas or the Mayor of Jonesboro, and/or the mayor has declared the meeting eligible for virtual attendance, the term "present," for purposes of this section of the Jonesboro City Code shall mean:
 - (1) That the mayor or council member is physically located at the place the board meeting is being held; or
 - (2) That the mayor or council member is appearing by electronic means; provided that either the mayor, city clerk, acting mayor, or a member presiding over the meeting is physically present at the place where the meeting is being held. Council members appearing at meetings by electronic means shall be entitled to participate in matters before the council, including discussion, debate and voting, as if they were physically present at the meeting. Such electronic means must allow the presiding officer for the meeting to see and hear a member participating electronically to confirm the member's identity and must allow all council members and the public to hear the member participating electronically.
- (f) *Executive session.* An executive session may be convened on the request of any member of the city council or the mayor. Executive session will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee. A.C.A. § 25-19-106(c).
- (g) *Quorum.* A majority of the city council shall be necessary to constitute a quorum to do business. The mayor shall have a vote to establish a quorum of the city council at any meeting of the city council. The concurring vote of a majority of those elected, providing a quorum is present, shall represent the acts of the city council except where otherwise provided by law.
- (h) *Public notification and participation.*
 - (1) The city clerk's office will, if necessary, go further than legally required in order to inform citizens of the items to be considered by the city council. The means used will include publication in a local newspaper, publication via the internet, special notice to citizens who have shown a direct interest in matters to be considered, and copies of the agenda will be placed at the entrance to the city council meetings.
 - (2) Members of the audience will be offered an opportunity to speak on all questions before the city council. After being recognized by the presiding officer. Individuals shall provide his/her name and address immediately after being recognized by the presiding officer. Repetitive comments should be avoided; this applies to comments made previously either to the city council or to the planning commission when those planning commission minutes have been provided to the council members. All remarks shall be addressed to the city council as a whole and not to any particular member of the city council. No person other than the city council members and the person having the floor shall be permitted to enter into any discussions without permission of the presiding officer. No questions shall be asked of a city council member or city employee except through the presiding officer. All members of the public are requested to accord the utmost courtesy to members of the city council, to other members of the public appearing before the city council, and to city staff, and are asked to refrain at all

times from rude or derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

- (3) Consent agenda items are usually routine items such as resolutions and minutes. Consent agenda items are adopted in one motion with no discussion. However, anyone wishing to discuss an item on the consent agenda must request a motion for removal of that particular item from the consent agenda. Upon passage of the motion for removal from the consent agenda, the presiding officer shall proceed with that item following the same procedure as in section 2-84(h)(2) above, affording an opportunity for discussion of the item.

(i) *Smoking prohibited.* There will be no smoking allowed in the city council chambers or in any committee meeting room.

(j) *Electronic Devices.* Electronic devices such as cell phones, tablets, and laptops should be silenced or turned off during council and committee meetings unless explicitly needed to conduct business.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

State law reference(s)—Calling special meetings, A.C.A. § 14-43-502; purposes of executive sessions, A.C.A. § 29-19-106; quorum, A.C.A. § 14-43-501.

Sec. 2-85. Duties and privileges of council members and other city officials at city council meetings.

(a) *Seating.* Members shall occupy the respective seats in the council chambers assigned by position number. The presiding officer (mayor, president pro tempore, or designee) shall be seated in the center of the council members table. Seated to either side of the presiding officer shall be the city clerk and the city attorney or, in their absence, their designees. Council members shall be seated according to their ward beginning on the presiding officer's far left with Ward 1, Pos. 1; Ward 1, Pos. 2; Ward 2, Pos. 1; Ward 2, Pos. 2; Ward 3, Pos. 1; Ward 3, Pos. 2; then beginning on the presiding officer's far right with Ward 4, Pos. 1; Ward 4, Pos. 2; Ward 5, Pos. 1; Ward 5, Pos. 2; Ward 6, Pos. 1 and Ward 6, Pos. 2.

(b) *Conduct.*

(1) During city council meetings, council members shall preserve order and decorum and shall neither by conversation nor by otherwise delay or interrupt the proceedings. Neither shall they refuse to obey the orders of the presiding officer or the rules of the city council.

(2) Every member of the city council desiring to speak shall address the presiding officer and, upon recognition by the presiding officer, shall confine himself/herself to the questions under debate and shall avoid all personalities and indecorous language. A city council member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, or unless a point of order is raised by another council member or unless the council member chooses to yield to questions from another council member.

(3) If a council member is called to order while he/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be not in order, he/she shall remain silent or shall alter his/her remarks so as to comply with the rules of the city council.

(4) Council members and other elected city officials shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the city council, and shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. City council members shall confine their questions as to the particular

matters before the city council and in debate shall confine their remarks to the issues before the city council. To keep or restore order and dignity to a council meeting, the city council, by a majority vote, reserves the right to remove from a council meeting any individual who repeatedly violates this rule for conduct.

- (c) *Personal interest.* No council member or other elected city official with a direct or indirect financial or personal interest in any item before the city council shall participate in the discussion of or voting on such matter. If a council member knows a conflict exists on an item on the agenda they should immediately state they have a conflict and refrain from discussion or voting on the matter. Should a council member determine during the discussion of an item that they have a conflict in the matter they should immediately disclose such and refrain from further discussion or voting on the matter.
- (d) *Voting.* Once a question is put to a vote, each council or committee member will electronically enter a vote of "Yea" or "Nay." Exception, a council or committee member may abstain from voting: (a) if he/she has not participated in preceding discussion of the question, and (b) if that council member states a valid reason for abstention. If electronic balloting is unavailable, the city clerk will call for a voice vote.
- (e) *Roll call.* Upon every vote, a voice vote of the affirmative and negative votes shall be called and be recorded on every motion, resolution, and ordinance. The presiding officer or any council member may call for a roll call vote. A roll call vote shall be taken when enacting an emergency clause, repealing an initiated measure, or when otherwise required by law.
- (f) *Presiding officer.*
 - (1) The mayor shall be ex officio president of the city council and shall preside at its meetings.
 - (2) The mayor shall have a vote when his vote is needed to pass any ordinance, bylaw, resolution, order, or motion. Per A.C.A. § 14-43-501.
- (g) *President pro tempore.* The city council shall annually, at the time of organizing, in public session, elect one of its council members as president pro tempore. Any council member may nominate any other member of the city council for this position, and no second of a nomination is required. Each council member shall vote by naming his/her choice by voice vote if there is more than one nominee for the position. A majority vote of the city council shall be required for election. In the absence of the mayor, the presiding officer duties shall be performed by the president pro tempore; in the absence of the president pro tempore, those duties shall be performed by a designated council member. Designation shall be by majority vote of the council members present at any meeting where a clear designation of presiding officer has not been made.
- (h) *Privileges of the president pro tempore.* The president pro tempore or designee acting as the presiding officer may move, second, and debate from the chair and shall not be deprived of the rights and privileges of being a member of the city council by reason of his/her acting as the presiding officer.
- (i) *Arriving late*—For benefit of an accurate quorum, it is the responsibility of the council or committee member to notify the presiding officer if they will be arriving late or leaving early from council and committee meetings.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

State law reference(s)—Selection of president pro tempore, A.C.A. § 14-43-501(b)(2).

Sec. 2-86. Freedom of information procedure.

All meetings of the city council shall be public meetings. Notice of the time, place and date of all special meetings shall be given by the city clerk's office, to representatives of the newspapers and radio stations located in Craighead County which have requested to be notified at least two hours before the special meeting takes place. Any news media located elsewhere that regularly covers the meetings of the council and which have requested

notification from the city clerk's office, shall also be notified at least two hours before the meeting takes place. The city clerk's office shall maintain the official notification list.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

State law reference(s)—Open meetings required and exceptions thereto, A.C.A. § 25-19-106.

Sec. 2-87. Procedures and parliamentary rules.

(a) *Order of business.*

- (1) The city council's agenda order shall be coordinated by the city clerk. All items for discussion or action at the regular council meeting shall be organized under the following headings:
 - a. Call to order by the mayor;
 - b. Pledge of Allegiance and invocation;
 - c. Roll call by the city clerk;
 - d. Special presentations;
 - e. Consent agenda;
 - f. Unfinished business;
 - g. New business;
 - h. Mayor's report;
 - i. City council reports;
 - j. Public comment;
 - k. Adjournment.
- (2) The mayor shall delegate collection, initial organization, and distribution of the final draft to the city clerk; however, the mayor shall maintain responsibility for and control of the agenda. At the regular meeting of the council, the city council, by majority vote, may rearrange the order of the agenda.

(b) *Agenda items and public comment.*

- (1) Agenda items submitted by the administration's staff found to be complete shall be entered into Legistar by the city clerk's office in a timely manner to allow for the approval process of the mayor, city attorney, prior to 10:00 a.m. on Thursday, except when the regular meeting time has changed due to holidays or rescheduling of the meeting. In such cases, the deadline for agenda items will be adjusted to accommodate the meeting.
- (2) Legislative assignment of agenda items to city council committees is handled by the mayor and/or the administrative staff.
- (3) The deadline for agenda items shall be submitted to the city clerk's office on or before 10:00 a.m. on Thursday immediately preceding each regular city council meeting, except when the regular meeting time has changed due to holidays or rescheduling of the meeting. In such cases, the deadline for agenda items will be adjusted to accommodate the meeting. The city clerk's office shall be responsible for entering all agenda items into Legistar. All original legislation and attachments must be submitted in order to be placed on the agenda. All items for discussion or action at the regular city council meeting shall be included in an agenda provided by the city clerk to the council members, the mayor, and the city attorney via internet by 4:00 p.m. on Thursday, immediately preceding the regular council meeting.

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- (4) The city clerk's office shall enter all items for discussion or action by citizens wishing to address Jonesboro city council members. No handouts, attachments or presentations shall be made part of the official record without providing the documents to the city clerk's office.
 - (5) The city clerk shall place the items on the agenda in the order that each item is received in the clerk's office. The mayor reserves the right to add or remove items submitted by the administration before the agenda is provided to the council members and the public. The mayor must submit the changes to the agenda in writing to the city clerk by 4:00 p.m. on Thursday following the day of the submission deadline described above in (b)(1).
 - (6) Any ordinance or resolution which was not included on the final agenda may only be brought before the city council after approval by unanimous vote of any city council committee with four or more council members. The city council, by two-thirds vote, at the regular council meeting, must then suspend the rules and bring the item to the floor for consideration. A council member moving to suspend the rules and bring an item to the floor for consideration must state, as part of his/her motion, the nature of the emergency requiring immediate action on the item. A.C.A. § 14-55-202. All walk-ons being proposed by city staff must be requested by the mayor, chief administrative officer, or chief operations officer. The walk-on must have gone through the approval process in Legistar prior to being walked on.
 - (7) Any citizen living within the city limits of Jonesboro desiring to place legislation on the city council agenda may do so by submitting the desired legislation in writing to the mayor or any of the council members and engage them to sponsor the item. Once the mayor or council member has agreed to sponsor the legislation, it will be reviewed by the city attorney before being placed on the appropriate committee agenda prior to going to the full council.
 - (8) There shall be a three-minute time limit per person for proponents and opponents of agenda items.
 - (9) The city council shall provide 15 minutes during each regular council meeting for public comment on non-agenda business. A total of three citizens will be allowed to speak at each council meeting. Each individual is required to limit his/her comments to five minutes. The city council reserves the right to suspend the rules for extra time, if necessary. The city clerk will time each individual using the time clock as provided in council chambers.
- (c) *Precedence of motions.* The city council shall follow the precedence and classification of motions as given in the most recent edition of the Arkansas Municipal League's "Procedural Rules for Municipal Officials" or successive publications. In the event the handbook does not cover the matter, the most recent edition of Robert's Rules of Order shall apply. On questions of appeal, a majority of those present is required to overturn a ruling of the presiding officer.
- (1) *Motions to be stated by the presiding officer/withdrawal.* When a motion is made and seconded, it shall be stated by the presiding officer before debate. After being stated by the presiding officer, a motion may not be withdrawn by the mover without the consent of the member seconding it and approval of the city council.
 - (2) *Reconsideration.* After the decision of any question, any member of the majority may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. A motion to reconsider requires a simple majority for passage. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.
 - (3) *Readings.* All ordinances shall be read aloud at three different meetings unless the city council votes to suspend the rules by a two-thirds majority. A.C.A. § 14-55-202.
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(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

State law reference(s)—Authority to provide rules of procedure, A.C.A. § 14-43-501.

Sec. 2-88. Reserved.

Editor's note(s)—Ord. No. 15:058, § 1, adopted Nov. 17, 2015, repealed § 2-88, which pertained to absence from council meetings and derived from Ord. No. 09:001, § 1(2.20.05), adopted Jan. 20, 2009.

Sec. 2-89. Appeals to council.

Appeals to the city council of decisions of commissions and boards shall be in writing signed by the denied applicant appealing, dated, and filed with the clerk within 30 days following the decision of the board and/or commission. The appeal shall set forth the objection to the decision rendered by said commission and/or board. Decisions shall be considered final if no appeal is perfected within the 30-day period.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

Sec. 2-90. Hearings.

Appeals shall be heard by the city council meeting in official session. The city council may call a special meeting to hear said appeal.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-91. Notice.

The city clerk's office shall notify the denied applicant appealing by certified mail, return receipt requested, of the date of hearing. The notice shall contain the following statements:

- (a) The denied applicant shall be entitled to counsel at the hearing;
- (b) The denied applicant shall be able to discuss their proposal with the council;
- (c) The denied applicant may introduce any information they might have concerning the matter;
- (d) The rules of evidence and the rules of procedure established for the judicial system of the state shall not be applicable at said hearing;
- (e) The denied applicant shall be entitled, upon request, to a written statement from the city council which shall state the facts and reasons for denying the denied applicant's appeal if same is denied.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

Sec. 2-92. Action.

The city council shall either approve or reject the appealed decision by a majority vote. Failure to act on the appeal within 60 days after same is filed will be deemed approval of the decision of the board and/or commission.

Decision not approved by the city council may be resubmitted through proper channels not less than six months following the council's action or sooner if there is a material change in circumstances or conditions.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-93. Bring ordinances before council.

- (a) Once an item is brought before the city council, there shall exist a six-month time limit within which to obtain a ruling by the city council. Failure to meet the deadline will result in the item not being brought before the council again for a one-year period, and starting the procedural process over.
- (b) Once an item has been tabled or pulled three times, the item may not be brought before the council again for a one-year period, and must start the procedural process over.
- (c) Once the Metropolitan Area Planning Commission has granted approval, there shall exist a six-month time limit for bringing the matter before the council.
- (d) If an item is denied by council, the same proposition cannot be brought back up to council again for six months unless there is a substantial change as noted by the discretion of the city attorney and the procedural process starts over.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021)

State law reference(s)—Ordinances, A.C.A. § 14-55-101 et seq.

Sec. 2-94. Publication reimbursement cost.

- (a) The publication cost shall be set by the finance department at a flat rate to cover costs for the publication of ordinances and notices. These rates may fluctuate based on current publication pricing.
- (b) The publication cost shall be collected by the city collector prior to an item being placed on the agenda. Failure to pay the publication cost shall result in the item not being placed on the agenda.
- (c) Should an ordinance be denied by the city council, the publication cost shall be reimbursed by the finance department. Reimbursement shall not include public hearing or appeal hearing notices, since these must be published prior to an ordinance being adopted.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-95. Internal boards, committees, commissions, and appointments.

(a) *Committee membership.*

- (1) The only standing internal committee of the city council shall be the nominating and rules committee. The nominating and rules committee shall be made up of council members from seat one of wards 1, 2, and 3 and seat two of wards 4, 5, and 6 on odd-numbered years and seat two of wards 1, 2, and 3 and seat one of wards 4, 5, and 6 on even-number years. The nominating and rules committee shall determine the number of city council committees, their function, and membership of such committees. Any council member who desires to serve on any particular committee shall so inform the nominating and rules committee. The nominating and rules committee shall, at its discretion, attempt to assign council members who have expressed a preference for any particular committee to the committee. The members of each committee shall designate the member who is to serve as chairperson of each committee. In the case of a tie for committee chairperson, the nominating and rules committee shall

appoint the chairperson from those nominated by the committee. Any council member dissatisfied with committee assignments can appeal to the whole city council. The nominating and rules committee will have a standing meeting on the first business Tuesday of the month of January of each year so that council committee designations can be assigned. The chair of the nominating and rules committee for the previous year will call the meeting and hold nominations for chair of the committee. The presiding chair, after the election of the new chair, will relinquish his/her duties.

- (2) Ad hoc committees to study special problems and projects of the city may be created by a majority vote of the city council. The mayor and the nominating and rules committee shall recommend to the city council appointees for ad hoc committees. The city council, by majority vote, shall appoint members to ad hoc committees.

(b) *Committee meetings.*

- (1) All council members, representatives of the news media who have requested notification, and all other persons who have requested notification of committee meetings shall be notified of city council committee meetings by the city clerk's office.
- (2) Committee meetings shall be held when possible at times that allow all members of the committee to attend. In order for a committee to make an official recommendation to the city council, a majority of the committee present must agree on that recommendation. Recommendation to the council shall be deemed as endorsement from the committee as the legislation stands. Council members who are not members of a particular city council committee may participate in the meeting of that committee except for voting on committee recommendations. Minutes of meetings involving the city council shall be the responsibility of the city clerk or his/her designee. The minutes shall reflect recommendations of the committee to the full council.
- (3) Legislation forwarded to city council from the Metropolitan Area Planning Commission, the Land Bank, the A&P Commission and the PACE Commission have already been endorsed by a committee and may be placed directly on the city council agenda without the need for further committee review.

(c) *Committee quorum.* A majority of the committee present shall be necessary to constitute a quorum to do business.

(d) *Committee voting.* Every committee member present when a question is put to a vote shall vote either "Yea" or "Nay", except that a committee member may abstain from voting if he/she has not participated in the preceding discussion of the question and that member briefly states the reason for the abstention. Pursuant to "Robert's Rules of Order", in the absence of a recommendation by the "Procedural Rules for Municipal Officials" the chairperson of the committee will not vote unless his/her vote is necessary to break a tie.

(e) *City council representation on other governmental groups.* When it is necessary to appoint a council member to an external board, commission, or committee, selection of that council member shall be made by the mayor and a majority vote of the city council shall be required for confirmation of the mayor's appointment.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019; Ord. No. 21:025, § 1(Exh. A), 7-6-2021; Ord. No. 22:025, § 1, 7-5-2022)

Sec. 2-96. Mayor relationship.

- (a) *Defining authority.* In exercising its management responsibilities, the city council reserves its authority to approve policy which represents broad statements of its intentions, approves plans and programs, and delegate authority of administration to the mayor, except those rights that are by law conferred upon or reserved to the city council. The city council delegates the authority of the mayor to hire capable personnel within an approved wage and salary policy, to plan and establish schedules and to train, supervise and

terminate employees. Per A.C.A. § 14-42-110, the city council reserves the authority to review the hiring or removal of a department head and may overturn the hiring or removal of a department head by the mayor upon two-thirds majority of the total membership of the city council.

(b) *Definition of responsibilities.*

- (1) The mayor has the principal responsibility for directing the operations of the city government and for advising and assisting the city council in its deliberations. In connection with the latter responsibility, the city council expects and requests the mayor to furnish it with whatever data, information, and material it may need to properly carry out its functions in an informed manner.
- (2) The mayor also has the principal responsibility to ensure that the city's administrative officers, department heads, and directors understand and obey all local, state, and federal laws pertaining to the city's operations, and when a violation of any law is discovered, that immediate disclosure is made to the city council and proper and adequate disciplinary measures are taken against the responsible employee or employees.
- (3) The city council also expects the mayor to abide by the city's code of ethics, the city council also expects the mayor to require the city's administrative officers, department heads, and directors to abide by the city's code of ethics.

(c) *City council/mayor cooperation.*

- (1) Efficient management of the city can exist only through mutual understanding and complete cooperation between the city council and the mayor. The mayor's performance cannot be of the best unless he/she is given the latitude to exercise independent judgment in executing policies of the city council. The city council acknowledges that obligation and gives the mayor the latitude of judgment and discretion, and expects faithful performance in carrying out the policies of the city council.
- (2) It shall be understood that administrative authority for the management of the city rests with the mayor. Members of the city council should refrain, as individuals, from giving specific direction or instruction to city personnel pertaining to the discharge of assigned duties, however, open communication between council members and city employees is encouraged and expected to guarantee sound decisions based upon the free flow of information.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-97. Citizen committees.

- (a) *Authorization by the city council.* The city council may authorize citizen advisory boards, committees, and commissions to assist the city council in discharging its responsibilities more effectively. Authorization will be made by a majority vote of the city council.
- (b) *Selection guidelines.* The mayor shall have the responsibility of coordinating the selection process of members for the citizen advisory groups prior to the final city council approval. The objectives of the selection process shall be as follows:
 - (1) To provide a broad cross section of qualified individuals for service on the appointed bodies;
 - (2) To provide an opportunity for participation in city affairs by interested citizens; and
 - (3) To provide a means for involvement of all city council members in the selection process. The city council will act officially on all appointments in public session.
- (c) *Vacancy policy for boards and commissions.* In cases in which this division is not in conflict with state or federal law, any city board or commission position which term has expired for a period longer than 60 days shall be declared vacant.

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Sec. 2-98. Code of ethics.

- (a) *General.* Council members, other elected city officials and the city's administrative officers, department heads, and directors occupy positions of public trust. All business transactions of such officials dealing in any manner with public funds, either directly or indirectly must be subject to the scrutiny of public opinion both to the legality and to the propriety of such transactions.
- (b) *Conflict of interest.* Council members, other elected officials, and the city's administrative officers, department heads, and directors shall refrain from making use of special knowledge or information gained by virtue of their elected office or position before it is made available to the general public; shall refrain from making or influencing decisions involving business associates, customers, clients, competitors, and immediate family members and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as such may be issued in the normal and lawful discharge of the duties of these municipal officers. Nothing herein, however, shall serve to deny any of the above-mentioned of their legal rights and privileges available to all citizens of the city.
- (c) *Responsibility to all citizens.* Council members, other elected officials, and the city's administrative officers, department heads, and directors shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. Council members, other elected officials, and the city's administrative officers, department heads, and directors shall bear in mind at all times their responsibility to all Jonesboro citizens, shall refrain from actions benefiting special interest groups at the expense of the city as a whole, and shall do everything in their power to ensure equal and impartial law enforcement throughout the city without respect to race, creed, color, sex, or the economic or social position of individual citizens.
- (d) *Responsibility to disclose.*
 - (1) In an effort to allow the public full knowledge of financial and personal interests, council members, and other elected city officials are expected to file an annual statement of financial interest as required in A.C.A. § 21-8-701. Council members, other elected officials, and the city's administrative officers, department heads, and directors are also expected to disclose all real estate holdings within the city limits and any business or financial interest which could affect or be affected by decisions of the city council, other elected city officials, or the city's administrative officers, department heads, or directors. This language shall be interpreted to include real estate holdings and business or financial interests held by the individual, his/her spouse, children, parents or siblings or beneficial interests in a partnership, corporation or any other legal entity.
 - (2) Council members, other elected officials, the city's administrative officers, department heads, and directors, shall also disclose any familial relationships with any other city official or employee which could affect or be affected by decisions of the city council, the mayor, a city administrative officer, department head, or director.
 - (3) The financial and familial disclosures should be made in writing and filed with the city clerk before February 1 of each year; any changes in disclosure information during the year must be filed with the city clerk's office within 30 days of such change.
 - (4) No non-elected city officials and employees are required to include his/her home address on disclosure documents, per Act 213 of 2003 (A.C.A. § 25-19-105).

(Ord. No. 17:064, § 1(Exh. A), 8-15-2017; Ord. No. 19:004, § 1(Exh. A), 4-16-2019)

Secs. 2-99—2-122. Reserved.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-25:005

Agenda Date:

Version: 1

Status: Third Reading

In Control: Public Works Council Committee

File Type: Ordinance

AN ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, SECTION 117.330(c), KNOWN AS THE SIDEWALK ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CONTRIBUTION IN LIEU CONSTRUCTION EXEMPTION FOR PROPERTY IN PLANNED INDUSTRIAL PARKS

WHEREAS: Currently industrial developments located within the borders of the Craighead County Technology Park do not have an option to pay a contribution in lieu fee as allowed for other various purposes in the city; and

WHEREAS: Contribution in lieu of construction fees are allocated to a restricted fund and may only be used for the construction or maintenance of pedestrian infrastructure; and

WHEREAS: Contribution in lieu fees collected from industrial developments with little pedestrian activity would be used to fund needed pedestrian infrastructure in more urbanized areas of need within the city.

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

SECTION 1. The Jonesboro Code of Ordinances, Section 117.330(c), known as the sidewalk ordinance, is hereby amended to allow a contribution in lieu of construction fee for areas and conditions as described in the following:

(b) Exceptions. If one or more of the following conditions below exist, the metropolitan area planning commission may approve payment of the contribution in lieu of construction fee instead of installation of a sidewalk if it is determined that installation is impractical:

(1) Installation of the sidewalk would require the removal of a protected tree (Defined as a tree species that is healthy and greater than 18 inches diameter at a height of 48 inches from the ground) or other major obstruction within the right-of-way;

(2) A storm water drainage ditch or similar public facility prevents the installation of the sidewalk, and neither the sidewalks nor the facility can be reasonably relocated to accommodate both the sidewalk and the facility;

(3) The topography would require construction of a retaining wall more than three feet high to accommodate the sidewalk; or

(4) Other unusual circumstances make the sidewalk installation requirement

unreasonable or inappropriate.

(5) An industrial or commercial development within the confirmed boundaries of the Craighead County Technology Park.

(c) Exemptions. **Section intentionally omitted.**

(d) Contribution in lieu of construction fee.

(1) A contribution in lieu of construction fee shall be paid to the City of Jonesboro under the following circumstances:

a. The property owner of industrial or commercial projects or the residential subdivision developer may request this option subject to approval of the metropolitan area planning commission at the time of final plat approval for residential developments or the issuance of the building permit for industrial and/or commercial projects under the provisions in subsection (b) of the section.

b. An owner/developer may appeal the metropolitan area planning commission's refusal to grant a waiver or to approve the contribution in lieu of construction fee to the city council.

(2) The contribution in lieu of construction fee shall be calculated as a fixed amount per linear foot. The city council will establish the rate by resolution upon the recommendation of the city engineer and the rate will be tied to the current weighted average to build sidewalks according to the most current Arkansas Department of Transportation pricing list. The approved rate will be reviewed periodically.

(3) The fee shall be the amount of the sidewalk installation at a value determined by the design engineer and agreed to by the city engineer or his/her designated representative.

(4) The city shall deposit said money into an account dedicated for sidewalk construction until such time the money is used by the city.

(5) For single-family residential developments, the fee shall be paid in full for all platted lots with 90 days of the final plat being recorded or before the first building permit is issued. No building permit shall be issued until the fee is paid.

(6) Each contribution in lieu of payment collected shall be used to construct, improve, or maintain a sidewalk or other pedestrian infrastructure improvements that furthers the intent of this section as determined by the city engineer with the primary consideration being connectivity between new and existing sidewalks.

(7) Any project in the listed Jonesboro Industrial Parks that is operating under a temporary certificate of occupancy at the time of the passing of this ordinance will be eligible to provide a fee-in-lieu payment for the amount of the sidewalk construction calculated at the current weighted average to build sidewalks according to the most current Arkansas Department of Transportation pricing list.