City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda

City Council

Tuesday, July 1, 2025 | **5:30 PM** | **Municipal Center, 300 S. Church**

SPECIAL CALLED CAPITAL IMPROVEMENT BONDS TASK FORCE COMMITTEE MEETING AT 4:00 P.M.

Council Chambers, Municipal Center

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

Council Chambers, Municipal Center

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

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

MIN-25:052 MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 17, 2025

Attachments: CC Minutes 06172025.pdf

RES-25:070 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD - DR. MARTIN LUTHER KING, JR. DRIVE GRADE CROSSING PROJECT (2025:18)

Sponsors: Engineering

Attachments: Bid Tab.pdf
Contract 2025 18.pdf

Legislative History

6/24/25	Finance & Administration Council Committee	Recommended to Council

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

RES-25:047 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1208 N. Floyd St. Jonesboro, AR 72401; Parcel # 01-143124-01600

Sponsors: Code Enforcement

Attachments: 1208 N Floyd Board & Secure Affidavit.pdf
1208 N Floyd Board & Secure Returned Cert Letter.pdf
1208 N Floyd Inspection Report.pdf
1208 N Floyd Map.png
1208 N Floyd Precondemnation Notice Affidavit.pdf
1208 N Floyd Precondemnation Notice Return Sig Card.pdf
24133102-IMG_3306.jpeg
24133105-IMG_3291.jpeg
24133107-IMG_3293.jpeg
24133109-IMG_3295.jpeg
24133111-IMG_3297.jpeg
24133113-IMG_3299.jpeg

Legislative History

5/20/25	Public Safety Council Committee	Recommended to Council

RES-25:068 A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BEACONS, MESSAGE BOARDS AND SENSORS FOR THE TRAINFO SYSTEM

Sponsors: Engineering

Legislative History

6/24/25	Finance & Administration Council Committee	Recommended to Council

RES-25:071 A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY

Sponsors: Engineering

Legislative History

6/24/25	Finance & Administration Council Committee	Recommended to Council

RES-25:072 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER TO PROVIDE PROFESSIONAL SERVICES FOR MAIN STREET (HWY 141) PEDESTRIAN IMPROVEMENTS AND JOHNSON AVENUE (HWY 91) LIGHTING IMPROVEMENTS

Sponsors: Engineering

Attachments: Jonesboro SSR4A Agreement.pdf

Legislative History

6/24/25	Finance & Administration Council Committee	Recommended to Council

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-25:018 AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

Legislative History

6/17/25	Public Safety Council Committee	Recommended to Council

ORD-25:023 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-4 TO RS-7 FOR PROPERTY LOCATED AT 200 SARTIN LANE AS REQUESTED BY DAT NGUYEN

Attachments: Application
Certified Mail
Plat
Property Deed
Rezoning Information
Rezoning Sign
Staff Summary
MAPC Minutes
Publication Receipt

ORD-25:024 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO RS-7 FOR PROPERTY LOCATED AT KATHLEEN STREET

Attachments: Application
Certified Mail Receipt
Cover Letter
Property Owner Notification Letter
Property Owner Notification
Rezoning Plat
Rezoning Signs
Staff Summary
MAPC Minutes
Publication Receipt

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-25:019 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR SHJ HOLDINGS DBA THE DEN-ZONE OF JONESBORO

Attachments: SHJ Holdings dba The Den-Zone of Jonesboro Private Club Application_Redact
Publication Receipt

Legislative History

6/17/25 City Council Held at one reading

ORD-25:020 AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4700 INDUSTRIAL DRIVE

Attachments: Application
Certified Mail
Deed
Rezoning Plat
Rezoning Signs
Staff Summary
Publication Receipt
Staff Summary - CC Minutes

Legislative History

6/17/25 City Council Held at one reading

ORD-25:022 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO TC-O FOR PROPERTY LOCATED AT 2800 & 2809 GREENSBORO ROAD

Attachments: Application
Certified Mail Receipts
Deed
Greensboro Road Letter
Notification Letter
Plat
Site Layout
Staff Summary
Publication Receipt
14106-SDP - UM-R3.pdf
24155-CSDP-1U.pdf

Legislative History

6/17/25 City Council Held at one reading

ORDINANCES ON THIRD READING

ORD-25:012 AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS

Sponsors: Engineering

Legislative History

5/20/25	Public Safety Council Committee	Recommended to Council
6/3/25	City Council	Held at one reading
6/17/25	City Council	Held at second reading

ORD-25:015 AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Sponsors: Engineering

Legislative History

5/20/25	Public Safety Council Committee	Recommended to Council
6/3/25	City Council	Held at one reading
6/17/25	City Council	Held at second reading

ORD-25:017 AN ORDINANCE TO VACATE AND ABANDON AN ALLEY LOCATED IN BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS

Attachments: 2025.04.28.ATT - abandonment.pdf
2025.04.28.Release - Summit Utilities.pdf
2025.04.28.response from Craighead Electric-Empower.pdf
2025.05.02.let from Engineering Dept. .pdf
2025.05.15.let from Ritter approving abandonment.pdf
CWL_20250515_100615.pdf
Gibson.pdf
Petition to Abandon an Alley (FUMCJ).pdf
Plat Depicting Alley.pdf
2025.05.15.Optimum consent.pdf
2025.05.15.CWL - UPDATED1.pdf
2025.05.15.CWL - UPDATED2.pdf

Legislative History

6/3/25	City Council	Held at one reading
6/17/25	City Council	Held at second reading

8. MAYOR'S REPORTS

COM-25:021 MAY 2025 FINANCIAL STATEMENTS

Sponsors: Finance

Attachments: May 2025 Financials.pdf

COM-25:022 City Stars Audit

Attachments: City Stars Audit.pdf

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT

Text File

File Number: MIN-25:052

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 17, 2025

City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes
City Council

Tuesday, June 17, 2025 | **5:30 PM** | **Municipal Center, 300 S. Church**

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

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

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

Present 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

5. CONSENT AGENDA

Approval of the Consent Agenda

Councilmember John Street asked if RES-25:061 could be removed from the Consent Agenda. Councilmember Chris Moore motioned, seconded by Councilmember Dr. Charles Coleman, to approve the consent agenda with the exception of RES-25:061. All voted aye.

A motion was made by Councilperson Chris Moore, seconded by Councilperson Charles Coleman, to Approve the Consent Agenda with the exception of RES-25:061. The motioned 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

MIN-25:046 MINUTES FOR THE CITY COUNCIL MEETING ON JUNE 3, 2025

Attachments: CC Minutes 06032025.pdf

This item was passed on the Consent Agenda.

RES-25:057 A RESOLUTION TO CONTRACT WITH EAST ARKANSAS BROADCASTERS FOR RENTAL OF JOE MACK CAMPBELL SPORTS COMPLEX

Attachments: July 4th 2025 - EAB Signed Contract.pdf
JULY 4TH 2025 EAB 1.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-073-2025

RES-25:058 A RESOLUTION TO CONTRACT WITH SAGA COMMUNICATIONS OF ARKANSAS LLC D/B/A JONESBORO RADIO GROUP FOR RENTAL OF SOUTHSIDE SPORTS COMPLEX

Attachments: JULY 4TH 2025 JRG.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-074-2025

RES-25:059 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH TRAC-WORK, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD - SWITCH POINT PROTECTION & GRADE CROSSING MAINTENANCE PROJECT (2025:17)

Attachments: Bid Tab.pdf
Contract 2025 17.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-075-2025

RES-25:060 A RESOLUTION TO CONTRACT WITH DAIRY QUEEN FOR SPONSORSHIP OF ONE SOFTBALL FIELD AT THE SOUTH SIDE SOFTBALL COMPLEX

Attachments: Dairy Queen-Southside Softball 2025.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-076-2025

RES-25:064 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2026 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

This item was passed on the Consent Agenda.

Enactment No: R-EN-077-2025

RES-25:066 RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY THE CITY OF JONESBORO 2025 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)

Attachments: 2025 Annual Cert & Assurances.pdf

This item was passed on the Consent Agenda.

Enactment No: R-EN-078-2025

RES-25:067 RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY26 GREAT STRIDES/TRAILS FOR LIFE GRANT FROM THE ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM

This item was passed on the Consent Agenda.

Enactment No: R-EN-079-2025

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

RES-25:061 A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR TRAIL LIGHTING PEDESTALS ALONG CREATH AVENUE

Councilmember John Street asked to be recused from voting and discussion on RES-25:061 due to his membership on the CWL Board of Directors.

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

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

Abstain: 1 - John Street

Enactment No: R-EN-080-2025

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-25:019 AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR SHJ HOLDINGS DBA THE DEN-ZONE OF JONESBORO

Attachments: SHJ Holdings dba The Den-Zone of Jonesboro Private Club Application_Red
Publication Receipt

Councilmember John Street motioned, seconded by Councilmember Brian Emison to suspend the rules and offer ORD-25:019 by title only. All voted aye.

James Elwyn Hinds, 508 Ridgecrest, said, what I am going to ask for you to do on this particular bill is be honest with yourself, because some of you are going to want to lie to yourself. And say something that you're going to prove, that your actions is going to prove the opposite. Are you in favor of underage drinking or not? Notice that this is located in an area where most people are under the legal drinking age. And for the first time in their life, or with recent history, they have no parental supervision. They can do whatever they want to do. So, we are going to take the booze right to them. And if you vote for this, you are for underage drinking. And I challenge The Jonesboro Sun and other media to print who votes for this. And, I know it will be two more readings before you actually get around to voting. And who doesn't? because it will save me a lot trouble because I'm going to tell everybody I can how you voted on this, so that they will know whether you are for underage drinking or not.

Held at one reading

ORD-25:020 AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4700 INDUSTRIAL DRIVE

Attachments: Application
Certified Mail
Deed
Rezoning Plat
Rezoning Signs
Staff Summary
Publication Receipt
Staff Summary - CC Minutes

Councilmember John Street motioned, seconded by Councilmember Brian Emison to suspend the rules and offer ORD-25:020 by title only. All voted aye.

Held at one reading

ORD-25:021 AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025 FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

Attachments: jonesboro-25-capimp-or.docx
jonesboro-25-capimp-or-Ex-A.docx
Jonesboro Redlined Bond Ordinance - June 17.pdf
Jonesboro Redlined BPA June 17.pdf
jonesboro-25-capimp-or.docx
jonesboro-25-capimp-or-Ex-A.docx
ORD-25-021 - SIGNED - Bond_Redacted.pdf

Councilmember John Street motioned, seconded by Councilmember Joe Hafner, to suspend the rules and offer ORD-25:021 by title only. All voted aye.

Councilmember John Street motioned, seconded by Councilmember Chris Moore to waive the second and third readings. The motion passed with the following vote: AYE - John Street, Kevin Miller, Joe Hafner, Chris Gibson, Ann Williams, Chris Moore, Dr. Charles Coleman, Brian Emison, Janice Porter; NAY - David McClain, Dr. Anthony Coleman, L.J. Bryant.

Councilmember Joe Hafner motioned, seconded by Councilmember Chris GIbson, to adopt ORD-25:021 with the numbers submitted by the bond counsel. The motion was seconded by Councilmember Chris Gibson. ORD-25:021 was adopted by the following vote: AYE - John Street, Kevin Miller, Joe Hafner, Chris Gibson, Ann Williams, Chris Moore, Dr. Charles Coleman, Brian Emison, Janice Porter; NAY - David McClain, Dr. Anthony Coleman, L.J. Bryant.

Councilmember John Street motioned, seconded by Councilmember Joe Hafner, to adopt the emergency clause on ORD-25:021. The motion passed with the following vote: AYE - John Street, Kevin Miller, Joe Hafner, Chris Gibson, Ann Williams, Chris Moore, Dr. Charles Coleman, Brian Emison, Janice Porter; NAY - David McClain, Dr. Anthony Coleman, L.J. Bryant.

Councilmember Dr. Anthnony Coleman said, so, let me start off by saying that I'm definitely moving and I'm forward. I'm sorry, I'm moving. I desire to move Jonesboro forward. That's what I'm trying to say. And, I have had meetings with the mayor and administration. But, I still have questions and still have some things I'd like to understand. And, I do regard having and needing to have untraditional funds in order to move Jonesboro forward. I understand that. And, so, it's not the bond issues itself that's not really fully my concern. And, it's some projects that I'm not fully for, but I do understand you know, I get it, but this is my question. The bonds would be paid through franchise fees and it's my understanding that most of the franchise fees that we use now, and Steve can help me, but most of the franchise fees that we use now go towards some infrastructure, some roads and things like that. And, so, I'd like to know how we are going to pay for those improvements over the next several years while we're paying these bonds back, if that makes sense.

Councilmember Joe Hafner said, I have a question. Mayor Harold Copenhaver said, we have a motion on the floor. Councilmember Dr. Anthony Coleman said, oh, I'm sorry. Mayor Copenhaver said, that's fine. The motion on the floor was to waive, is to waive the second and third readings. That was up for discussion. Councilmember Dr. Anthony Coleman said, oh.

Councilmember David McClain said, so, well, mayor, if I may ask question then on that. On the waving of the second and third readings. If, Paul, you don't mind. Mayor Copenhaver said, councilman, let me, let me go ahead. We've got a process here. City Attorney Carol Duncan asked, can we withdraw that motion and let them speak and then remake that motion? Councilmember John Street said, sure. Ms. Duncan said, okay, that would be great. Mayor Copenhaver asked, do you withdraw your motion? Councilmember Street replied, yes, sir. Mayor Copenhaver said, okay. All right. Ms. Duncan said, we will them make their presentation, then you all can ask your questions. Councilmember McClain said, sure.

Mayor Copenhaver stated, I think this will answer the process and everything else. So, and I appreciate that. So, before we discussed this item and we are discussing it, Paul Phillips, if you would please come to the podium on the finalized revenue bond offering. It's important that tonight we emphasize the transparency in which this administration has approached this matter. Mr. Phillips recently stated at one of the public meetings, this process is typical for bond revenue actions by other cities. Several of these projects have been in discussion for years. In September 2024, the council authorized a resolution to move forward with the revenue bond proceedings. And to make sure we are all clear of the details of revenue bonds, we brought in the experts a month ago, including our bond counsel from Friday Firm, Ryan Bowman, and financial advisor from Crews & Associates, Paul Phillips, as well as, the bond underwriter, Michael McBride from Stephens, Inc. And, once again, they're all here in person to detail the process for you to consider this evening. But as I've said it before, and I'll say it again, we have a moral responsibility to prioritize these projects. It will save lives, as well as a moral obligation for maintaining this level of transparency. Each one of these projects are life saving and potential life saving projects. Whether it's making sure that we get a call from 911 answered in an emergency in a timely manner to making sure a person or child has a basic right to walk without constant fear of being struck by a car, ensuring that we provide a safe road for motorists on South Caraway Road. We have lots of needs, lots of needs as a city, but these have repeatedly been discussed and prioritized between conversations with council, committees, and public input meetings. This revenue bond gives us the ability to save lives without increasing taxes. I think we owe it to the residents to invest in the safety of our community and Jonesboro families. So, Paul, if you would, please.

Paul Phillips from Crews & Associates, said, for the record, Mayor, members of the City Council, Paul Phillips, with Crews & Associates, the city's financial advisor. Many of you know that today we offered the bonds or Stephens did earlier today. And, we are going to highlight some of the aspects of that offering today. I think you're going to be very pleased with the offer that's put forth before you for the City of Jonesboro. But, before we kind of get into those details, I do want to thank the members of our working group and financing team. That team included officials from the city, staff of the city, Ryan Bowman with the Friday Law Firm, and Michael McBride and his team with Stephens. I just want to recognize those folks for their hard work. It takes a lot of coordination, cooperation, strategy to bring us to this point tonight, and I commend them for all of their hard work in getting this here. As you know, think of your own money, people have a choice where they want to put their money, and they haven't had a chance to invest in Jonesboro for over two decades. And, they asked questions like, what's the population trend? What's the security for bonds? What's the repayment capacity? And they asked all of these questions that you would ask if you were going to invest in Jonesboro. And, they ask all those questions. And, listen, I'm not surprised people came out and invested in Jonesboro today, and that doesn't surprise me. It's one of the best cities and communities in Arkansas. So I'm not surprised by the results that we experienced today. As a matter of fact, I'm very pleased. Many of you may recall, a few weeks ago, I stood here and I said, you know, I think, I said, I have a high degree of confidence that we will get a double A credit rating by virtue of an insurance policy from assured guarantee. We attained that policy, the bonds are rated double A. So, congratulations. Nice, nice work. You don't just get that given to you, you have to earn it and Jonesboro earned it.

So, a week ago, Michael and his team at Stephens began the premarketing of the bonds. They have the preliminary official statement that answers all of those questions. I just kind of summarize there in terms of population, security, and structure of the bonds. And, so, they've been, during this past week, they've been soliciting feedback from potential investors, where they might want to invest on the yield curve, how much they might want to invest, what type of rate structure, different things that they might want to implement that might differentiate them from the crowd and make a better offer to the city. My responsibility is to come in here and try and deliver the absolute best execution I can for the city. That's my role as a fiduciary to the city. So, that process culminated this morning with an official order period. So, Stephens began the order period at 9:00 a.m. It concluded at 10:30 a.m., and at that time, they had a litter over $45 million of orders on the bonds. Great nice book of business, right? Well, that's more orders than bonds, right?

So, what's the next process? With the conclusion, we got with the team at Crews and Stephens and evaluated adjusting rates. And, what I mean by that is we ratcheted down yields on the bonds so the interest cost gets lower. And there's a little bit of science and a little bit of art to that because you want to rachet down the rates, but you don't want your investor to run away because you did it to them. So, a little bit of art. So, anyway, we were able to accomplish that across quite a few maturities. And, ultimately, we finished the day on the financing with a 4.96 true interest cost. So, that was while, you know, several basis points, it was better than the things we've been looking at over the last several weeks. And as we've all learned recently, it doesn't take, there's a whole lot of things in the world that none of us control that can move this market drastically in a few days. And we've had that discussion in here before. So, that's why I presented to you tonight as an ordinance. We have been talking about this for a while, with the three readings an emergency clause.

So at the conclusion of the order period, your agenda packet had the ordinance in it with some blanks for the final terms of the bonds which we were able to consummate

by about noon today. We delivered those to Ryan Bowman at the Friday Firm who has since put that data and that information into your bond ordinance. With the adoption of the bond ordinance and the publication of it, the team at Stephens can then go and get the confirmations from their customers tomorrow. I mean, as you might expect, investors attitudes change, maybe hourly, but certainly daily. There is a different appetite for this, that or the other. So, it's important that when somebody delivers you an order and you tell them we're going to write tickets on that tomorrow to confirm it, to deliver. So that's where we are at now. That's, you know, we have talked about this process for a while and the need for locking in the interest rates and volatility of the market and what have you. So, I'm going to pause mayor. If there's some sort of highlight I didn't hit that you'd like for me to or if you want to have anyone else on our team address anything, let me know.

Mayor Copenhaver said, you know, I think again, the relevance and you really hit on it. If you would Paul, just kind of one more time, explain the relevance of when the bond offering went out this morning, the confidence of the investors in the community of the repayment opportunity. That's what you always look at as the investor, but more importantly, what that says about the City of Jonesboro and the process that we put forth. Mr. Phillips replied, yeah, I mean, obviously, investors have choices, and let me tell you say you, there's offerings, all around the country to the tune of billions of dollars every day in this tax exempt market. So they do have choices. This, maybe Michael could speak to some of the granular details, but this offering had a really nice blend as you would expect people in this part of the state, individuals, you know, banks, things of that nature, trust department that care, and they put their money with their mouth is. And, then in other parts of the state and then institutional accounts as well. This is a name, no one owns, right? No one's, had it on their radar even for two decades. So, I think it says a lot about what people think about Jonesboro, the future of Jonesboro, and I think they all go to sleep, and sleep well at night, knowing that they bought bonds that are repayable by a revenue stream from the City of Jonesboro. I don't think anyone is going to lose sleep over that.

Mayor Copenhaver asked, would Ryan or Michael like to make any additional comments? Ryan Bowman, Friday Firm legal counsel, said, thank you, Mayor, members of council. Ryan Bowen with Friday, Eldridge, & Clark. First, let me echo what Paul said thank you for the opportunity to work with the City of Jonesboro. I was born here just a few blocks away, a couple of decades, so it's a special honor for me to be able to serve in this capacity as bond counsel to the city. So, I'm happy to answer any questions. As the mayor pointed out, you have a copy of the ordinance that has been completed since the bonds were offered this morning by Stephens. So, I'm happy to walk through any of those changes, any questions that you might have on the revised ordinance. I'd be happy answer any questions on that matter. Certainly anything related to the ordinance or any legal questions, I'm here to address those.

Councilmember David McClain said, I do have a question mayor, well, a couple of questions. So, first I want to say, not necessarily against the bond itself or doing projects, things like that, I think the biggest thing, like I've said before, is how we've gotten here as far as first time having an ordinance itself. I think my biggest, the biggest glaring question I have is in your experience, Paul, or tell me your name of again, I'm sorry. Mr. Bowman said, Ryan. Councilmember McClain continued, Ryan, thank you, Ryan. Have you guys waived second and third readings at every revenue bond? Is that, I know you said that's customary but maybe give me the last two deals you guys have put together that happened.

Mr. Bowman said, I'll be happy to answer that question. I have been at the Friday Law Firm since 2000, so, 25 years and in every bond issue that I worked on for cities, counties, you name it, across all 4 corners of our state, every governing body must

suspend the rules and adopt the ordinance in one night. That's only because as Paul mentioned the race that you see in the ordinance before you tonight are only good for tonight. So, if you don't adopt this, those rates are no longer good and the process has to start over. So, that is a common practice for every entity in the state that is going to issue a bond. Councilmember McClain asked, so, when was the last one that you worked on that that happened? That took place, waiving the second and third reading. Mr. Bowman asked, the last meeting that I attended? Councilmember McClain said, no, the last revenue bond that was issued. Mr. Bowman replied, I'm trying to think of the last one that I worked on. Revenue? Franchise fee? Or just any bond issue in general? Councilmember McClain said, give me any bond issue you got. Mr. Bowman said, I have worked with the City of Tonitown recently on sales tax issue. Councilmember McClain asked, do you think, I know you said rates are locked in for tonight, for today? Do you think if we were not to adopt tonight and if we waited, then we went through three readings, do you think there's potential for the rates to even decrease even more? What do you think? Mr. Bowman replied, that is definitely not a legal question, so I'm going to defer to a banker to answer that question. Councilmember McClain said, okay, okay.

Michael McBride stated he could answer that question. Mayor Copenhaver said, and a lot of it too, councilman, is confidence in our community. And, you know, if we continue to not show favoritism or we continue to back off and wait every six months in all this, eventually, the investors to a revenue bond are going to say we don't have confidence anymore in that community. So, I'll go ahead. Michael McBride with Stephens, Inc. said, the issue would be, investors are used to it being done a certain way. As Ryan has stated in his 25 years, this is how it's always done. And, my 17 years at Stephens, this is how it's always done. If you move to a third reading or second and third reading, at different, every investor that has bought in and is expecting to have their tickets written tomorrow, will go away. I can't say that for 100% certainty, but if, I would say with high confidence, anyone, if we were to go back to them tomorrow and say, look, the process that you're absolutely used to, that everyone else does, that that we've discussed with the council has not been executed, those investors will go away. And what does that mean? It more than likely means, no, I can't guarantee anything with interest rates. It more than likely means, now I can't guarantee anything within trades. It more than likely means that your trades would go substantially up, because there are going to be less people willing to buy your bonds.

Councilmember Chris Gibson said, If I recall correctly when Paul presented a few weeks ago, that number was well north of 6% is that correct, Paul? Is what we were projecting out. Mr. Crews said, It is my recollection that it was north of five but less than six. Councilmember Gibson said, okay. Mr. Crews said, yes. Councilmember McClain said, the last question, mayor, here on that subject, is there not a way, like I said, if we don't have second and third readings, or if we waive second and third readings, is there not a way for us to stipulate bond price, where it doesn't go above a certain number in terms of our interest rate? Is that doable or have you guys ever done that in the past? Mr. Crews responded, I think what you're asking me is to establish some parameters. Councilmember McClain said, yes. Is that doable or has it been done? Mr. Crews said, you could do parameters, but Ryan, if you've got another opinion because I don't want to write your opinion for you, but you can do parameters, but ultimately, you're going to come back with an ordinance that has the final terms and then we're back to where we are again tonight. Mr. Bowman replied, correct, that's correct. And I'll add this, you know, we are telling the investors that were going to close on this transaction on July 22nd. Okay. If you went through the three reading process, then obviously those bondholders would not get their bonds on July 22nd. That would space it out for three months, let's just say. And I'll let Paul and Michael disagree with this, but an investor that can purchase a bond today,

knowing that it's going to get those bonds in 30 days as opposed to buying a bond where it knows it's not going to get it closing until 90 days, it's going to go with the rate that's good for 30 days. The bond that can close in 30 days. And, so, basically we would have to start this process over if you spread this process out over three different readings.

Councilmember Dr. Anthony Coleman said, I have a question. Mayor Copenhaver replied, just a minute, councilman. I'd like Mr. Purtee, if you would, please come forward, and I think Councilman Coleman, you did have an earlier question, and I'd like to get that answered for you, on the bonds itself, on the funding, that we'd already put those. Finance Director Steve Purtee said, I think I'll try to recall the question. It was regarding basically we're dedicating or appropriating $1.1 million in franchise fee revenues to retire this bond. The question is, is how would we replace those? The other thing, I guess you'll see later in your finance or in your agenda this evening, we've got our April financials there for you. If you look on page three of that financial report, we're showing reserve balances of $29.9 million. We're showing available reserves of $20.3 million. Our $1.1 million, that would be appropriated for this bond, would effectively reduce that reserve if we weren't able to replace it another way. So, we have other avenues available to us, relative to those expense streams that are supporting that. Simply, it's going into the general fund at this time.

Councilmember Dr. Anthony Coleman said, sure, thank you. That was a great answer. But I had another question, and I don't know if Steve or whoever can answer this. But, I don't know all the jargon, okay, so I'm not in all that, all right? I'm just a country boy. I'm thinking, we are at now. Is this vote to go with the bonds? And, that means we're going with these projects that were presented. Am I right? Okay. So one project in particular is the 911 Center. My question is, well, let me say this too, because you use, I'm a wordsmith too, Mayor, and use some words moral responsibility. And, I don't ever want to be questioned my moral responsibility in reasons why I make decisions or anything like that. And, so, to go there, I thought I was a little low, but I think we all understand that. But, let me say this. I don't quite understand how are we paying for a building to be built and we have not decided where it's going to be built. And so that's kind of confusing to me. I'm just trying to figure that out, because we have a committee that's supposed to be deciding where it's going to be built. And what if we can't. I'm just, hypothetically, devil's advocate, what if we can't decide, you know, within a year and we got, I think, three years to do these projects or whatever. So, help it make sense to me, this country guy, all right? We're paying for this project, but we hadn't decided. And, so, for me, when I'm asking this question, that's why I'm asking the procedural efforts because I'm thinking, okay, it'll give us at these three readings, at least give us time to figure out where we're going to put the building. And especially if we're trying to decide. And, so, help me understand.

Councilmember Chris Moore asked, Mr. Mayor, do you want me to speak to that? Mayor Copenhaver said, absolutely, councilman. Councilmember Moore said, Dr. Coleman, so, as you know, the mayor has appointed a committee of chairs from the council, and then he added myself to that committee. So, Mr. Emison called the first meeting, and we set some guidelines on that. And, I think the basic consensus of the committee is that we know which building and what the dimensions and what the cost of the building. The only item that we have to select is simply the location. It's not a question if we want to build a Police Department or an E-911 Center. It is simply are we're going to build it at A or are we going to build it at B? We've ruled out all other properties. I feel quite confident that we're going to make that decision, probably within the next two weeks or three weeks. We've got a list of professionals that are going to come and speak to our committee to help us make that decision. As soon as our committee can come to a consensus, we will bring it to the council. The

committee is only four people. We will bring it to the council, and the council can then hash it out, decide based on what we tell them, what the experts tell them, and what the council wants to make, a decision of. So, tonight's bond action is simply to acquire the money. By no means have we decided the location or the extent of the project. That will be forthcoming and it'll be forthcoming quickly. I don't know if that clears up.

Councilmember Joe Hafner said, well, I'm just going to make a comment, Mayor, if I may. I think it's something that's important to still remember is that each of these three projects still have to come before of us for approval before the money is spent. We're basically voting on let's proceed with the bond so that the projects can be funded instead of having to take, okay, we're going to spend, you know, $500,000 this year and then a million next year, you know, out of the budget. We're basically borrowing that money now, so we did these projects done, and not have to piecemeal them year by year. So, just because we're saying, you know, we're voting on whether or not to approve the bonds doesn't mean that, you know, the administration has a blank check. You go, just do these three projects, with no more council input. They all have to come back to us for a approval before the money's actually spent on those projects.

Councilmember Dr. Anthony Coleman replied, I mean, I hear that, councilman, I do colleague, I hear that, but then I'm just thinking about we voted in September for them to and I'm just trying to understand, but we voted in September, for them to kind of get information and let us know what the bond and blah, blah, blah. And, then we literally skipped the Finance Committee to come before the full council. And, so, I don't know if I necessarily trust the process in that regard. I mean, why would we skip the Finance Committee when we and then y'all say that we have spoken and we talked about it and presented it. It was presented to Finance as a public or as a presentation. It was not an ordinance. It was a presentation. So, that was our first time hearing it. That was our first time receiving information. So, we didn't have time to really vet or even ask questions in that meeting. So, you know, and I know I've heard everyone say it. So, we don't have to repeat that. But, I don't particularly, I don't want to say I don't trust anybody, but I guess the process, you know, when we've circumvented Finance Committee, even for this, I question it.

Councilmember Hafner said, all I'll say is you show me any project that hasn't come before council that was required to before we voted on it? Councilmember McClain said, none of them were required to. No ordinance is required, according to our attorney. City Attorney Carol Duncan said, that is inaccurate. No ordinance is required to go to committee unless it is being walked on. They are all required to come to council. Councilmember McClain said, right, but not committee. Ms. Duncan replied, but also just as a point of clarification, Resolution 24;114 was approved by Finance Committee and council. So, there was legislation that was approved. It wasn't just a presentation. Legislation was approved by both Finance and City Council to move forward with the bond issue and putting it together.

Councilmember Dr. Anthony Coleman replied, wait a minute, resolution from when? Ms. Duncan said, it was Resolution 24:114. The final action was on September 17, 2024. Councilmember Dr. Anthony Coleman said, right. Ms. Duncan continued, and it was a resolution of intent regarding capital improvements, authorizing and offering of capital improvement revenue bonds and prescribing other matters pertaining there to. So, there was actually adopted legislation. It wasn't simply a presentation. Councilmember Dr. Anthony Coleman No, I was referring to this particular project. This ordinance did not come through finance. Ms. Duncan said, no. Councilmember Dr. Anthony Coleman said, it was a presentation in finance, which was the first time we learned of it. So, it was not an ordinance. That was a resolution. And at that time, I

don't know if I asked, but I heard Chris or someone ask, I'm sorry, councilmember, Chris Moore asked, now, this is not saying that we are fulfilling the bond. This is just giving them an opportunity to question and get some more information. I remember that in September. We're talking about, I'm referring to this one. I'm referring to this that was presented to us a few weeks ago as a presentation, not an ordinance. And, if we don't have to come through finance or any other subcommittee, I personally, and this may be a personal opinion, but I don't know why I come to these subcommittees if we don't have to come to them. If we don't have to present it to these subcommittees or vet. That's just me.

Ms. Duncan stated, it's just not in your rules. I looked. Mr. McClain asked me to look. And I read through all of your rules again, and y'all haven't adopted that in your rules that makes that a requirement. You can, we can change the rules, but it's not there right now. Mayor Copenhaver said, you know, I think councilmen as we move forward this evening with the conversation, obviously, when it comes to the transparency of this, we have discussed this in over a year and a half. Some form of these projects, period. Everybody in this council and many in this room are well aware of the projects that have been ongoing for, and finally, the end result of the destination of what the ones we have been before us. The public hearings, I felt it necessary because just because finance, this is a public safety issue. This deals with every one of the city council members, not just that one committee, that a committee of the whole, it was important to call a meeting 30 days ago, for you all to be at the public forum, and we only had two that were absent. At that point in time, we made the presentation of known projects that were in front of you. We talked in more detail and responded to your request, which was to provide a timeline of each and every one of these projects. And, we have done so. We've been held accountable to your questions and to what you have asked us to do. This is important for our community.

Councilmember John Street motioned, seconded by Councilmember Chris Moore, to suspend the rules and waive the second and third readings.

Councilmember Dr. Anthony Coleman said, I do have a statement to make again. Mayor, this is not a question of safety. It's not a question of safety. These are financial questions. That's it. So, to politicize this, I mean, I just think that's a little, to say that, you know, we have, were questioning safety. This is not a matter of safety. It's a matter of process and a matter of questions that we have regarding the finances. That's it. That's it. Mayor Copenhaver said, thank you for your comments. We do have a motion on the floor. If you would, please cast your ballot, roll call, please. Mr. McClain? RESPONSE – No.; Mr. Hafner? RESPONSE - Yes.; Mr. Street? RESPONSE - Yes.; Ms. Porter? RESPONSE – Yes.; Mr. Moore? RESPONSE - Yes.; Dr. Anthony Coleman? RESPONSE - No.; Mr. Miller? RESPONSE – Yes.; Ms. Williams? RESPONSE – Yes.; Mr. Bryant? RESPONSE - No.; Mr. Gibson? RESPONSE – Yes.; Mr. Emison? RESPONSE - Yes.; Dr. Charles Coleman? RESPONSE – Yes. Mayor Copenhaver stated, that motion does carry 9-3.

Councilmember Joe Hafner motioned, seconded by Councilmember Chris Gibson, to adopt with the numbers submitted by Bond Counsel. Mayor Copenhaver asked, is there anyone here in the public would like to make a comment? I don't see any. The Council voted electronically. ORD-25:021 was adopted by the following electronic vote: AYE - John Street, Kevin Miller, Joe Hafner, Chris Gibson, Ann Williams, Chris Moore, Dr. Charles Coleman, Brian Emison, Janice Porter; NAY - David McClain, Dr. Anthony Coleman, L.J. Bryant.

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

Aye: 9 - Brian Emison;Chris Moore;Chris Gibson;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and Ann Williams

Nay: 3 - David McClain;Anthony Coleman and LJ Bryant

Enactment No: O-EN-018-2025

ORD-25:022 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO TC-O FOR PROPERTY LOCATED AT 2800 & 2809 GREENSBORO ROAD

Attachments:
Application
Certified Mail Receipts
Deed
Greensboro Road Letter
Notification Letter
Plat
Site Layout
Staff Summary
Publication Receipt
14106-SDP - UM-R3.pdf
24155-CSDP-1U.pdf

Councilmember John Street motioned, seconded by Councilmember Joe Hafner to suspend the rules and offer ORD-25:022 by title only. All voted aye.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-25:012 AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS

Held at second reading

ORD-25:015 AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

Held at second reading

ORD-25:017 AN ORDINANCE TO VACATE AND ABANDON AN ALLEY LOCATED IN BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS

Attachments: 2025.04.28.ATT - abandonment.pdf
2025.04.28.Release - Summit Utilities.pdf
2025.04.28.response from Craighead Electric-Empower.pdf
2025.05.02.let from Engineering Dept. .pdf
2025.05.15.let from Ritter approving abandonment.pdf
CWL_20250515_100615.pdf
Gibson.pdf
Petition to Abandon an Alley (FUMCJ).pdf
Plat Depicting Alley.pdf
2025.05.15.Optimum consent.pdf
2025.05.15.CWL - UPDATED1.pdf
2025.05.15.CWL - UPDATED2.pdf

Held at second reading

ORDINANCES ON THIRD READING

ORD-25:016 AN ORDINANCE DESIGNATING A DOWNTOWN JONESBORO ALTERNATIVE TRUCK ROUTE

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-019-2025

8. MAYOR'S REPORTS

Mayor Harold Copenhaver reported on the following:

I would like to start and say, you know, I'm a die hard, ASU fan, and I recently was honored to help welcome Chris Pezman and his family to the City of Jonesboro. He's the new Vice- Chancellor for Intercollegiate Athletics. I hope you all will join me in being excited about the future of the Red Wolf Athletics under his leadership.

Please join me in congratulations, NEA Baptist on the new physicians recruitment process. The charitable endeavor will certainly help Jonesboro attract talented physicians. The endowment is made possible primarily by Chris Fowler who has donated $5 million for this endeavor.

On the subject of health, our Animal Services Department is watching out for the health of our four legged friends by having another reduced fee, vaccination clinic, this Saturday. This event requires a pre-registration and guess what? It's already full. But ,I am mentioning that so we can remain aware of the need and response for our animal healthcare in Jonesboro. Rabies shots are required by law and other vaccinations help reduce the spread of deadly diseases.

The glass recycling project continues to grow. 44,000 pounds of glass is being transported this week to Little Rock for recycling and we do sell that glass. We don't make a lot on it, but at least it's some money that will be coming back and we can

utilize it going toward our landfills.

The lighting project on Creath is underway. It will not only increase safety, but also beauty. And, as we improve our community services, we have learned that aesthetics are also important to the quality of life and increases desire to live here.

Speaking of safety, the Police Department wants to remind all of us about doing some simplest things to fight crime. The easiest step is to lock our car doors. A vast majority of car break-ins are crimes of opportunity simply put. Prevent crime, lock your doors.

This is hot weather, and it's alluring our youngsters to the parks, accessibility projects are going on at Allen Park and are getting closer to having a splashpad at Allen Park complete. If the humidity and temperature continues to rise, we may have our next city council at the splashpad.

Speaking of youngsters, the Northeast Arkansas Children's Museum advocates held an informal meeting here in the chambers last month. It was a two hour drop-in event. It was very well attended and I want to commend those who are working to make the dream of this ambitious project come to life. There are some brochures about the NEA Children's Museum in our lobbies and Donna has some available as well, so please ask her for those.

The Mayor's Youth Council recently held a free coding class at Valley View High School. I attended and it was very interesting. I'm not aware of coding, but it's a different way of looking at things. And, these youth were very engaged for four days. It was a huge success and I want to say thank you to the students through the Mayor's Youth Council who ran the camp. And of course, they provided all the information. You would be proud of all these young people, for they have completed 1,178 volunteer service hours during last year's period in the Mayor's Youth Council.

Finally, I have to applaud all the city staff, volunteers, and committees who made last weekend so busy and fun in Jonesboro. Saturday morning started with the Juneteenth parade, which kicked off several days of celebration. There was a Dare Car show, a police motorcycle rodeo, and to top it off, the Clydesdales paraded all around town. I'm not sure how many people were in attendance. It was thousands of people, but it was easy to estimate that everybody really enjoyed showing up for these Giant Beauties. There was a purpose of it, though. The folds of honor awarded a $10,000 scholarship to a young, Jonesboro woman, Ella Kate Harris. The folds of Honor gives scholarships to the children of servicemen and women who have died or been injured in service to our country.

And I might add, as well, Danny's here, I just want to say thank you again to the Parks and Recreation Department for having successful events on weekends as well. Sometimes we overlook that and we take that for granted, but when you have 80 teams coming in here to our community, that is multiplied sixfold by the number of individuals that stay here in our community. And I think our downtown community was very pleased with the attendance of the Clydesdales. I know our businesses responded in a big way. They were very pleased, but we couldn't do it unless you had the efforts of the city personnel and city leaders and directors and their teams making this a reality. So, again, it was my honor to meet many of the veterans that were on hand and they made that event very special.

COM-25:019 APRIL 2025 FINANCIAL STATEMENTS

Attachments: April 2025 Financials.pdf

Filed

9. CITY COUNCIL REPORTS

Councilmember Chris Moore said, just a couple of things to note. I know the Mayor was there. I saw Ms. Malone Saturday. The crowd downtown on Saturday at the Clydesdales was unbelievable. It was more than the Christmas parade. I mean, it was packed all the way from East street up. I couldn't believe it myself. However we got Anheuser-Busch to send their horses to dry county is beyond me. But, I am going to tell you it was huge and it was well received. The other thing, I think, Mr. Shatley and A&P Commission, have a proposal that will be coming before the council in the next few weeks to consider changing Main Street to one wider lane, same direction, same traffic, everything would be the same, but to go along with the large truck ordinance will be to convert Main Street to one wide lane, one way. So, we'll be looking forward to that. Mayor Copenhaver said, thank you for your comments. Councilmember Moore said, yes sir, thank you.

10. PUBLIC COMMENTS

Kelsey Smith, 219 South Church Street, said, I own a salon down here. I've heard multiple rumors about them taking the parking lot away, the lower one that's right across from my salon and I was wondering. I've called, I've emailed, I've sent a few things, and I have gotten no clarity on it. So, I'm just trying to see if you know anything. Mayor Copenhaver responded, I'll tell you what, give me a call on Thursday and then we'll set up that meeting with you. Ms. Smith said, okay, thank you. Mayor Copenhaver said, I'd be happy to. Ms. Smith said, one more while I am up here. I've also asked about crosswalks or a speed bump on Church Street. Mayor Copenhaver stated, and that's in the whole process. Ms. Smith asked, is it? Mayor Copenhaver replied, yes, ma'am. Ms. Smith said, okay. Mayor Copenhaver said, for all that to be. We will discuss that on Thursday. All right, thank you.

11. ADJOURNMENT

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

Aye: 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

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

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

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD - DR. MARTIN LUTHER KING, JR. DRIVE GRADE CROSSING PROJECT (2025:18)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Craighead Technology Park Industrial Lead - Dr. Martin Luther King, Jr. Drive Grade Crossing Project;

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

WHEREAS, the funding for this project is 100% reimbursable from the Arkansas Department of Transportation (ARDOT) and compensation shall be paid in accordance with the attached contract.

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with Meadows Contractors, LLC. for the Craighead Technology Park Industrial Lead - Dr. Martin Luther King, Jr. Drive Grade Crossing Project.

Section 2. The funding for this project is 100% reimbursable from the Arkansas Department of Transportation (ARDOT) and compensation shall be paid in accordance with the attached contract.

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 the contract.

CITY OF JONESBORO
300 S. Church Street
Jonesboro, AR 72401
CTP-MLK Grade Crossing

Bid #2025:18
(ARDOT 100657)

W. WILLIAM GRAHAM JR., I
CONSULTING ENGINEE
100 N. Rodney Prham Rd (Suite 2B)
Little Rock, AR 72205
(501)227-0078

25

				MEADOWS CONTRACTORS, LLC. 3663 E. Parker Rd. Jonesboro, AR 72404 AR #0233000326		CRABTREE & SON CONSTRUCTION INC. 499 CR383 Bono, AR 72416 AR #0131640526	
	CTP LEAD CONCRETE GRADE CROSSING EXPANSION - SEC I (Subgrade Work)						
Item	Description of Item	Qnty	Unit	Unit Price	Amount	Unit Price	Amount
1	Undercut Track Section	520	CY	$45.00	$23,400.00	$50.00	$26,000.00
2	Erosion & Sediment Control	100%	LS	$12,400.00	$12,400.00	$25,000.00	$25,000.00
3	Geo-Tech Fabric/Geo-Grid System	720	SY	$13.00	$9,360.00	$30.00	$21,600.00
4	Compacted Sub-ballast Section	480	CY	$74.00	$35,520.00	$125.00	$60,000.00
5	4" PVC Conduit w/ Pull lines	450	LF	$41.00	$18,450.00	$40.00	$18,000.00
6	Drainage Structures						
	a) Remove Existing (2)-18" CMP Pipes	100%	LS	$1,260.00	$1,260.00	$5,000.00	$5,000.00
	b) Install 36" RCP (CL V) Drain Pipe	64	LF	$218.00	$13,952.00	$275.00	$17,600.00
7	Temporary Grading & Drainage Re-route (45'±) from Ex. 30" Pipes	100%	LS	$940.00	$940.00	$20,000.00	$20,000.00
8	Road Detour Plan, Signage/Control	100%	LS	$8,900.00	$8,900.00	$7,500.00	$7,500.00
9	Payment & Performance Bond	100%	LS	$10,000.00	$10,000.00	$15,000.00	$15,000.00
	SEC I TOTAL				**$134,182.00**		**$215,700.00**
	CTP LEAD CONCRETE GRADE CROSSING EXPANSION - SEC II (Track Construction)						
Item	Description of Item	Qnty	Unit	Unit Price	Amount	Unit Price	Amount
1	Remove Ex. Rail, Ties, & inc. (Incl. disposal)	285	TF	$154.00	$43,890.00	$0.00	$0.00
2	Install New 136# Rail, Ties, Ballast & Inc. (w/ Comp Bars as needed)	250	TF	$461.00	$115,250.00	$0.00	$0.00
3	Realign existing trackage	285	TF	$114.00	$32,490.00	$0.00	$0.00
4	Remove Ex. Concrete Crossing Panels	100%	LS	$26,030.00	$26,030.00	$0.00	$0.00
5	Install new Concrete Crossing Panels (for road & sidewalk, min. length)	93	LF	$780.00	$72,540.00	$0.00	$0.00
6	Payment & Performance Bond	100%	LS	$4,400.00	$4,400.00	$0.00	$0.00
	SEC II TOTAL				**$294,600.00**		**$0.00**
	CTP LEAD CONCRETE GRADE CROSSING EXPANSION - SEC III (Signals)						
Item	Description of Item	Qnty	Unit	Unit Price	Amount	Unit Price	Amount
1	Remove Ex. Signal Box & Inc. (Phase Ib)	100%	LS	$14,400.00	$14,400.00	$0.00	$0.00
2	Install New Signal Box & Inc. (Phase Ib)	100%	LS	$26,400.00	$26,400.00	$0.00	$0.00
3	Install Permanent Foundation, Temp. Signal/Gate @ NW Corner (post Phase Ic)	100%	LS	$78,000.00	$78,000.00	$0.00	$0.00
4	Install Permanent Foundation, Signal/Gate @ South Center Lane (post Phase Ic)	100%	LS	$78,000.00	$78,000.00	$0.00	$0.00
5	Install Permanent Fondation, Temp. Signal/Gate @ SE Corner (Sec II ARDOT)	100%	LS	$78,000.00	$78,000.00	$0.00	$0.00
6	Install Permanent Foundation, Signal/Gate @ North Center Lane (Sec II ARDOT)	100%	LS	$78,000.00	$78,000.00	$0.00	$0.00
7	Install Permanent Signal/Gate on Ex. Foundation @ NW Corner (pre Sec III ARDOT)	100%	LS	$78,000.00	$78,000.00	$0.00	$0.00
8	Install Permanent Signal/Gate on Ex. Foundation @ SE Corner (pre Sec III ARDOT)	100%	LS	$35,200.00	$78,000.00	$0.00	$0.00
9	Mobilization (Incl. 4 separate times)	100%	LS	$10,000.00	$35,200.00	$0.00	$0.00
10	Electrical & Signal Design Items (Complete)	100%	LS	$10,000.00	$24,000.00	$0.00	$0.00
	SEC I TOTAL				**$568,000.00**		**$0.00**
	TOTAL BID : SEC I, II & III				**$996,782.00**		**$215,700.00**

This is a certified copy of the tabulation of bids on the captioned work as submitted by the Contractors listed above.
W. WILLIAM GRAHAM JR., INC. CONSULTING ENGINEERS

BY: Robert B. Graham

DATE: 6/5/25



City of Jonesboro ARKANSAS

Specifications

For

Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project

CERTIFICATE OF AUTHORIZATION
W. WILLIAM GRAHAM, JR. INC.
CONSULTING ENGINEERS
No. 308
ARKANSAS ENGINEER

(Bid #2025:18)
Jonesboro, Arkansas

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 7033
ROBERT B. GRAHAM
5/14/25

In conjunction with

- ARDOT Project 100657 -

City of Jonesboro ▪ Engineering Department

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

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I. ADVERTISEMENT FOR BIDS

Sealed bids for the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** 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 **Wednesday, June 04, 2025** and then publicly opened and read aloud in the First Floor Conference Room for furnishing all labor, material, and equipment, and all work required to furnish and construct the industrial rail grade crossing complete. All Submissions shall be annotated on the outside of the envelope with the bid number **2025:18**.

The Project consists of the site preparation, drainage, excavation (approximately 520 CY) and construction of subgrade for the railroad realignment and concrete grade crossing. Project items shall also include the removal of existing trackage (285 LF), realignment of existing trackage (285 LF), railroad track materials (250 LF), concrete at-grade crossing with 4 gate/signal system, and construction of the trackage.

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

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

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401 and may be secured at the cost of printing per set from the Jonesboro Blueprint, 222 Madison Street, Jonesboro, Arkansas 72401, ph. (870)932-4349. No partial sets will be issued. No refunds will be made. Any addendum to this bid will be posted no later than 7 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 hereby notifies all bidders that this contract is subject to applicable labor laws,

non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

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

Current “Buy America” provisions will apply to this project and certification will be required.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

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

"Buy America" provisions apply to this project in accordance with provisions of the F.R.A Buy America requirements of 49 U.S.C. Section 22905(a) and associated sections (see Sec IV).

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project**, Bid Number **2025:18** 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 re-advertise 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.

16. SURVEY CONSTRUCTION CONTROLS

CONSTRUCTION SURVEY STAKING TO BE PROVIDED BY CONTRACTORS.

III. BID PROPOSAL FOR UNIT PRICES

Bid Proposal for Unit Price "Line Item" Contract

City of Jonesboro, Arkansas *(City/County), Arkansas*

Proposed Industrial Rail Grade Crossing Expansion & Improvements *Type of Project*

Dr. Martin Luther King, Jr. Drive Crossing-Craighead Technology Park Ind Lead (Jonesboro) *Project Location*

Bid # **2025:18** *(ARDOT Project 100657)*

As bidder, MEADOWS CONTRACTORS, LLC *(Insert name of corporation, partnership or individual)*, in accordance with your invitation for bids for the construction of the above-identified project, having examined all contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices as stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

TO: CITY OF JONESBORO
Attn: Mayor Harold Copenhaver
c/o City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

Gentlemen:

The undersigned do hereby declare:

1. That they have been regularly engaged in contract work of the class required by the drawings, specifications, and contract for 34 years, and respectfully invites your attention to the following similar improvements that have been constructed by them.

Place	Character of Work	Year	Owner
Jonesboro, AR	Rail Yard	2022	City of Jonesboro
Jonesboro, AR	Rail Spur	2015	Anchor Packaging
Jonesboro, AR	Industrial Rail Spur	2011	City of Jonesboro

2. That they have carefully examined the nature and the location of the work, the contract and specifications governing the same and hereby agree to complete the work covered in this proposal in strict conformity with all documents appended.

3. That they understand that a bid can be placed on an individual Section, or on both Sections. A low bidder will be chosen for each Section I and Section II, which could be the same bidder or two separate bidders.

4. That they have examined and familiarized themselves with the laws of Arkansas governing work of this class and safeguarding the public construction will conform to such laws.

5. That if awarded a contract, to commence the work within 10 days of receipt of the Notice to Proceed from the Owner and to fully complete it on or before the expiration of ___*___ days after the date of the Notice to Proceed. The bidder further agrees to pay as liquidated damaged, the sum of $___**___ for each consecutive calendar day thereafter as provided in the General Conditions.

*Section I - **110** Days; **$ **250.00/day**

*Section II - **90** Days; **$ **250.00/day**

*Section III - **90** Days; **$ **250.00/day**

6. That if awarded a contract, to furnish the Owner within 10 days of the date of the Award, an approved Performance Bond and Payment Bond in the amount of 100% of the contract with an approved surety company authorized to do business in Arkansas, which bonds shall particularly provide for the performance of the contractor and payment of all material and labor claims arising from the work. In addition, that in order to comply fully with the statutes of the State of Arkansas, the originals of the Performance Bond and Payment Bond will be filed with the Circuit Clerk of Craighead County by the Owner.

7. That the undersigned also acknowledges receipt and inclusion in this proposal of the following addendum or addenda:

_____ _____ _____

_____ _____ _____

8. That the undersigned does hereby offer to perform the whole of the work and to furnish all appurtenances, labor tools, machinery and equipment necessary for the work contemplated under these contracts in accordance with the specifications for roadbed and industrial spur tracks contained herein, as applicable, for the following unit prices and lump sum prices:

CTP LEAD CONCRETE GRADE CROSSING EXPANSION - SECTION I/SUBGRADE WORK

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Undercut Track Section	520	CY		
	FORTY FIVE		Dollars	($ 45.00)	$ 23,400.00 ✓
2.	Erosion & Sediment Control	100%	LS		
	TWELVE THOUSAND FOUR HUNDRED		Dollars	($ 12,400.00)	$ 12,400.00 ✓
3.	Geo-Tech Fabric/Geo-Grid System	720	SY		
	THIRTEEN		Dollars	($ 13.00)	$ 9,360.00 ✓
4.	Compacted Sub-ballast Section	480	CY		
	SEVENTY FOUR		Dollars	($ 74.00)	$ 35,520.00 ✓
5.	4" PVC Conduit w/ Pull Lines	450	LF		
	FORTY ONE		Dollars	($ 41.00)	$ 18,450.00 ✓
6.	Drainage Structures				
	a.) Remove Existing (2)-18" CMP Pipes	100%	LS		
	ONE THOUSAND TWO HUNDRED SIXTY		Dollars	($ 1,260.00)	$ 1,260.00 ✓
	b.) Install 36" RCP (CL V) Drain Pipe	64	LF		
	TWO HUNDRED EIGHTEEN		Dollars	($ 218.00)	$ 13,952.00 ✓
7.	Temporary Grading & Drainage Reroute (45'±) from Ex 30" Pipes	100%	LS		
	NINE HUNDRED FORTY		Dollars	($ 940.00)	$ 940.00 ✓
8.	Road Detour Plan, Signage/Control	100%	LS		
	EIGHT THOUSAND NINE HUNDRED		Dollars	($ 8,900.00)	$ 8,900.00 ✓
9.	Payment & Performance Bond	100%	LS		
			Dollars	($ 10,000.00)	$ 10,000.00 ✓

SECTION I SUB-GRADE WORK **SUBTOTAL $** 134,182.00 ✓ ✓

* * * * * * *

CTP LEAD CONCRETE GRADE CROSSING EXPANSION – SECTION II/TRACK CONSTRUCTION

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Remove Ex. Rail, Ties, inc. (including disposal)	285	TF		
	ONE HUNDRED FIFTY FOUR		Dollars	($ 154.00)	$ 43,890.00 ✓
2.	Install New 136# Rail, Ties, Ballast & Inc., complete (w/ Comp bars as needed)	250	TF		
	FOUR HUNDRED SIXTY ONE		Dollars	($ 461.00)	$ 115,250.00 ✓
3.	Realign Existing Trackage	285	TF		
	ONE HUNDRED FOURTEEN		Dollars	($ 114.00)	$ 32,490.00 ✓
4.	Remove Ex. Concrete Crossing Panels	100%	LS		
	TWENTY SIX THOUSAND THIRTY		Dollars	($ 26,030.00)	$ 26,030.00 ✓
5.	Install New Concrete Crossing Panels (for road & sidewalk, min. length)	93	LF		
	D.W. SEVENTY ~~FIVE~~ THOUSAND HUNDRED EIGHTY		Dollars	($ 780.00)	$ 72,540.00 ✓
6.	Payment & Performance Bond	100%	LS		
	FOUR THOUSAND FOUR HUNDRED		Dollars	($ 4,400.00)	$ 4,400.00 ✓

SECTION II TRACK CONSTRUCTION **SUBTOTAL** $ 294,600.00 ✓ /

* * * * * * *

CTP LEAD CONCRETE GRADE CROSSING EXPANSION – SECTION III/SIGNALS

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Remove Ex. Signal Box & Inc. (Phase Ib)	100%	LS		
			Dollars	($ 14,400)	$ 14,400 ✓
2.	Install New Signal Box & Inc. (Phase Ib)	100%	LS		
			Dollars	($ 26,400)	$ 26,400.00 ✓
3.	Install Permanent Foundation, Temp. Signal/Gate @ NW Corner (post Phase Ic)	100%	LS		
			Dollars	($ 78,000)	$ 78,000.00 ✓
4.	Install Permanent Foundation, Signal, Gate @ South Center Lane (post Phase Ic)	100%	LS		
			Dollars	($ 78,000)	$ 78,000.00 ✓
5.	Install Permanent Foundation, Temp. Signal/Gate @ SE Corner (Sec II ARDOT)	100%	LS		
			Dollars	($ 78,000)	$ 78,000.00 ✓
6.	Install Permanent Foundation, Signal, Gate @ North Center Lane (Sec II ARDOT)	100%	LS		
			Dollars	($ 78,000)	$ 78,000.00 ✓
7.	Install Permanent Signal/Gate on Ex. Foundation @ NW Corner (pre Sec III ARDOT)	100%	LS		
			Dollars	($ 78,000)	$ 78,000.00 ✓
8.	Install Permanent Signal/Gate on Ex. Foundation @ SE Corner (pre Sec III ARDOT)	100%	LS		
			Dollars	($ 78,000)	$ 78,000.00 ✓
9.	Mobilization (Incl. 4 separate times)	100%	LS		
			Dollars	($ 35,200)	$ 35,200.00 ✓
10.	Electrical & Signal Design Items (complete)	100%	LS		
			Dollars	($ 24,000)	$ 24,000.00 ✓

~~SECTION II TRACK CONSTRUCTION~~ III SIGNALS **SUBTOTAL** $ 568,000.00 ✓

TOTAL: SECTION I, II & III (*if bidding all Sections*) $ [redacted] 996,782.00 ✓ D.W.

9. The bidder proposes to use the following equipment or material on the construction of TRACK:

A. RAIL
Supplier's Name: SOUTHEASTERN RR

B. BALLAST
Supplier's Name: DELTA

C. SWITCHES
Manufacturer's or Supplier's Name: _____

D. TIES
Supplier's Name: STELLA JONES

10. The bidder, at his expense, will supply the Owner with Certification of Authenticity certificates that all rails will be Number One relay (min.) according to BNSF RR Standards. The rail may be measured again once shipped to the site. Rail not meeting the standards will be rejected.

11. The bidder proposes to use the following subcontractors to construct a portion of the project:

A. Name: TRAC - WORK, INC.
Address: 7700 JAMISON RD, LITTLE ROCK, AR 72209
Brief List of Work: RAIL, TIES, CROSSING PANELS
Approximate Amount of Subcontract: $ 241,000

B. Name: MID SOUTH RAILROAD SERVICE
Address: 601 OLD STERLINGTON RD, STERLINGTON, LA 71280
Brief List of Work: SIGNALS
Approximate Amount of Subcontract $ _____

C. Name: _____
Address: _____
Brief List of Work: _____
Approximate Amount of Subcontract $ _____

12. The contractor receiving the award of contract shall post a Performance and Payment Bonds in the amount of the contract for the Section being bid on.

13. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Owner reserves the right to award the contract to the bidder that is deemed to have presented the proposal that is in the best interest of the Owner.

14. The bidder agrees that this bid shall be good and may not be withdrawn for a period of **30** calendar days after the scheduled closing time for receiving bids.

RESPECTFULLY SUBMITTED

MEADOWS CONTRACTORS, LLC

By Dale Wood

Title MEMBER

Address 3663 E. PARKER RD

JONESBORO, AR 72404

Arkansas License Number 0233000326

IV. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

FCCI Insurance Company, as SURETY, are held and firmly bound unto the

City of Jonesboro, hereinafter called the OWNER in the penal sum of

Five Percent of Amount Bid

($ 5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated June 4, 2025, for the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project**. (Bid Number **2025:18**)

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 4th day of June, 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.

Meadows Contractors, LLC
(Principal)

By Dale Wood

MEMBER
(Title)

Linda Sosa
(Witness)

P.O. Box 16540

Jonesboro, AR 72403
(Address)

SEAL

Hannah Glover
Hannah Glover, Bond Manager

FCCI Insurance Company
(Corporate Surety)

By Michael A. McDaniel

Michael A. McDaniel, Attorney-in-Fact

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

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

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

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

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

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

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

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

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

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

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

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

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

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

CERTIFICATE

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

Dated this 4th day of June, 2025

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

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Buy America Requirements

49 U.S.C. 5323(j)
49 CFR Part 661

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
Certification requirement for procurement of steel, iron, or manufactured products.

- *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.
Date JUNE 4, 2025
Signature Dale Wood
Company Name MEADOWS CONTRACTORS, LLC
Title MEMBER

- *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.
Date _____
Signature _____
Company Name _____
Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

- *Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.
Date JUNE 4, 2025
Signature Dale Wood
Company Name
MEADOWS CONTRACTORS, LLC
Title MEMBER

- *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.
Date _____
Signature _____
Company Name _____
Title _____

Suspension and Debarment

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

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

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

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

MEADOWS CONTRACTORS, LLC
(Name of Bidder/Proposer)

DALE WOOD
(Printed Name of Bidder's Agent)

Dale Wood
(Signature of Bidder's Agent)

MEMBER
(Printed Title of Bidder's Agent)

JUNE 4, 2025
(Date Executed)

V. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.

2. Permanent main office address.

3. When organized.

4. If a corporation, where incorporated.

5. How many years have been engaged in the contracting business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you?

9. Have you ever defaulted on a Contract?

   If so, where and why?

10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?

    If so, where and why?

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

12. List your major equipment available for this Contract.

13. Experience in construction work similar in importance to this project.

14. Background and experience of the principal members of your organization, including the officers.

15. Credit available: $_____.

16. Give Bank reference: _____.

Statement of Bidder's Qualifications Answers

1. Meadows Contractors, LLC.
2. 3663 E. Parker Road – Jonesboro, AR 72404
3. 2005
4. Arkansas
5. 7 Years
6. Contracts on Hand

Project	Contract Amt	Date of Completion
ASU College of Veterinary Medicine	121,000	04-2026
ASU Windgate Arts Center	212,000	01-2026
ASU Parking Services	69,500	08-2025
Greensboro Village Residential Ph 2	1,259,600	08-2025
CWL Water Main	20,185	08-2025
JHS CTC Addition	126,000	09-2025

7. Earthwork, Street & Road, & Commercial Concrete
8. No
9. No
10. No
11. Recently Completed Work

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

12. Dozers, Excavators, Tri-axle trucks, Off road trucks, Compaction Equipment and Skid steer loaders.
13. 34 Years
14. Rick Meadows 36 Years
    Dale Wood 34 Years
15. Credit Available $500,000
16. Bank reference First National Bank Matt Rankin
17. Yes

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Jonesboro, AR this 4

day of June, 20 25.

Meadows Contractors, LLC
(Name of Bidder)

By Dale Wood

Title Member

STATE OF Arkansas)
) SS.
COUNTY OF Craighead)

Dale Wood being duly sworn deposes and says that

He/she is Member of Meadows Contractors LLC
(Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 4th day of June, 2025.

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

Cindi Gosha
(Notary Public)

My Commission Expires:

5-10-29

VI. CONTRACT

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

between Meadows Contractors, LLC

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

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

W I T N E S S E T H:

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** (Bid Number **2025:18**) 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 the time specified in the BID PROPOSAL FOR UNIT PRICES (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the

time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

a. This Agreement (Contract)
b. Addenda
c. Advertisement for Bids
d. Instructions to Bidders
e. Bid Proposal
f. General Conditions
g. Supplemental General Conditions
h. Special Conditions
i. Technical Specifications including Special Provisions
j. Drawings (Plans)
k. Performance-Payment Bond

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

_____
(Contractor)

_____ By_____

_____ Title_____

_____
(Street)

_____
(City)

_____City of Jonesboro_____
(Owner)

_____ By_____

_____ _____

_____

VII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

of _____State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as Obligee, hereinafter called Owner, in the amount _____ _____Dollars ($_____) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project**. (Bid Number **2025:18**)

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.

VIII. GENERAL CONDITIONS

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GC.1 DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

(1) The term "Addendum" means any change, revision, or clarification of the Contract Documents which has been duly issued by the Local Public Agency, or the Engineer, to prospective Bidders prior to the time of receiving bids.

(2) The term "Award" means the acceptance by the owner of the successful bidder's proposal.

(3) The term "Bidder" means any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

(4) The term "Calendar Day" means every day shown on the calendar.

(5) The term "Change Order" means a written order to the contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the scope of work affected by the change. The work covered by the change order shall be within the scope of the contract.

(6) The term "Contract" means the Contract executed by the Local Public Agency and the Contractor of which these GENERAL CONDITIONS form a part.

(7) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Advertisement For Bids, Instructions to Bidders, Proposal, Performance-Payment Bond, General Conditions, Supplemental General Conditions, Special Conditions, Supplemental Special Conditions, Technical Specifications, and Drawings.

(8) The term "Contractor" means the person, firm, or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this project.

(9) The term "Engineer" means the City of Jonesboro Engineering Department, serving the Local Public Agency with engineering services, its successor, or any other person or persons employed by said Local Public Agency to furnish engineering services in connection with the construction embraced in the Contract.

(10) The term "Local Government" means the City of Jonesboro, Arkansas, within which the Project is situated.

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is

authorized to undertake this Contract.

(12) The term "Plans" or "Drawings" means the official drawings or exact reproductions which show the location, character, and details of the work contemplated, and which are to be considered part of the contract, supplementary to the specifications.

(13) The term "Proposal" means the written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.

(14) The term "Specifications" means a part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials, or testing, which are cited in the specifications by reference shall have the same force and effect as if included in the contract physically.

(15) The term "Subcontractors" shall mean the individual, partnership or corporation entering into an agreement with the Contractor to perform any portion of the work covered by the Plans and Specifications.

(16) The term "Surety" shall mean any person, firm, or corporation that has executed, as Surety, the Contractor's Performance Bond securing the performance of the Contract.

(17) The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the controlling requirements to be met in carrying out the construction work to be performed under this Contract. This also includes Special Provisions.

(18) The term "Work" shall mean the furnishing of all necessary labor, tools, equipment, appliances, supplies, and material other than materials furnished by the Owner as specified to complete the construction covered by the Plans and Specifications.

GC.2 SUPERINTENDENCE BY CONTRACTORS

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

GC.3 CONTRACTOR'S EMPLOYEES

The Contractor shall employ only competent skillful workers and shall at all times enforce strict discipline and good order among the employees.

The Contractor shall neither permit nor suffer the introduction or use of alcoholic beverages or controlled substances upon or about the work embraced in this Contract.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the safety of his employees during the progress of the work as well as the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

GC.5 SUBCONTRACTS

The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly, or indirectly, employed by the subcontractors, and is aware that nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

GC.6 OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

GC.7 CONTRACTOR'S INSURANCE

Before any work is commenced, the Contractor shall furnish an approved certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract.

(1) Workmen’s Compensation	- Statutory Limit
(2) Employer's Liability for Hazardous Work	- If Needed

(3) Public Liability (Bodily Injury)	- $1,000,000/occurrence
and Property Damage	- $2,000,000/aggregate
(4) Builder's Risk	- Insurable Portion

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

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

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

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

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

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

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

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

GC.11 PAYMENT TO CONTRACTOR

Payment may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting five percent (**5%**) for retainage, adding the value of submitted paid invoices covering construction materials, properly stored on the site, and deducting the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit and lump sum prices contained in the Proposal. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of paid invoices, covering construction materials for which material payments are made, shall be furnished to the Engineer before such material payments are made.

NOTE: It has been the policy of the Owner to make payments for properly stored materials/equipment based upon invoice price and allow the Contractor to submit paid invoices within 30 days (or the next partial payment period). If paid invoices are not provided within the time allowed, then the materials/equipment so paid for will be removed from the next partial payment.

Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and complete work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to

withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

GC.11.2 Final Payment: After final inspection and acceptance by the Local Public Agency of all work under the Contract, the application for final payment shall be prepared which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit and lump sum prices stipulated in the Unit Price Schedule. The total number of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. All prior payments shall be subject to correction in the final payment. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation and the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.

The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project), and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall not impair the obligations of any Surety or Sureties furnished under this Contract.

Withholding of any amount due the Local Public Agency under the section entitled LIQUIDATED DAMAGES FOR DELAY under SPECIAL CONDITIONS, shall be deducted from the payments due the Contractor.

All equipment warranties and general guarantee and maintenance bond provisions shall become effective for one year upon date of final acceptance of the completed, project by the Local Public Agency.

GC.11.3 Payments Subject to Submission of Certificates: Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him.

PAYMENT TO CONTRACTORS	
2025 SCHEDULE - CONTRACTED PROJECTS	
Deadline for Invoice Submittal to Engineering	**City of Jonesboro Payment Schedule**
Monday, December 30, 2024	**Wednesday, January 8, 2025**
Friday, January 31, 2025	**Monday, February 10, 2025**
Friday, February 28, 2025	**Monday, March 10, 2025**
Friday, March 28, 2025	**Tuesday, April 8, 2025**
Monday, April 28, 2025	**Thursday, May 8, 2025**
Friday, May 30, 2025	**Monday, June 9, 2025**
Friday, June 27, 2025	**Tuesday, July 8, 2025**
Tuesday, July 29, 2025	**Friday, August 8, 2025**
Friday, August 29, 2025	**Monday, September 8, 2025**
Friday, September 26, 2025	**Wednesday, October 8, 2025**
Friday, October 31, 2025	**Monday, November 10, 2025**
Friday, November 28, 2025	**Monday, December 8, 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 <u>are</u> 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 <u>are not</u> 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 <u>is acceptable</u> the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and

(2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:

(A) Labor, including foremen;

(B) Materials entering permanently into the work;

(C) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;

(D) Power and consumable supplies for the operation of power equipment;

(E) Insurance;

(F) Social Security and old age and unemployment contributions.

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

Each Change Order shall include in its final form:

(1) A detailed description of the change in the work.

(2) The Contractor's Proposal (if any) or a conformed copy thereof.

(3) A definite statement as to the resulting change in the Contract price and/or time.

(4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

GC.14 CLAIMS FOR EXTRA COST

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

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would

result in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

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

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

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

Termination for Convenience

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

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

(1) cease operations as directed by the Owner in the notice;

(2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

(3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

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

GC.16 SUSPENSION OF WORK

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

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

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

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

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, the Owner's Engineer or employees, or by any separate contractor employed by the Owner, or by

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

1) Requests for extension of time shall be in writing. No extension of time shall be granted automatically.

2) The Contractor claiming an extension of time because of any of the contingencies hereinabove mentioned, shall, within ten (10) days of the occurrence of the contingency which justifies the delay, notify the Owner in writing of his claim and the reasons therefore.

3) In event of a continuing cause of delay, only one claim is necessary.

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

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

(2) To any acts of the Owner;

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

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

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

It is, therefore, agreed that if there is a delay in the completion of the work beyond the period elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may

deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

GC.18 DISPUTES

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

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

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

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

The Drawings and this Specification are to be considered cooperative. All work necessary for the completion of the facility shown on the Drawings, but not described in this Specification, or described in this Specification but not shown on the Drawings, OR REASONABLY IMPLIED BY EITHER OR BOTH, shall be executed in the best manner, the same as if fully shown and specified. When no figures or memoranda are given, the Drawings shall be accurately followed, according to their scale, but in all cases

of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If the Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.

GC.21 SHOP DRAWINGS

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

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

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

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

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

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any

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

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

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

Where such substitutions alter the design or space requirements indicated on the Contract Drawings, detailed drawings shall be prepared and submitted by the Contractor delineating any changes in, or additions to, the work shown on the Contract Drawings, and such drawings and changes or additions to the work shall be made by the Contractor at no additional expense to the City. In all cases, the burden of proof that the material or equipment offered for substitution is equal in construction, efficiency, and service to that named on the Contract Drawings and in these Contract Documents shall rest on the Contractor, and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

GC.24 SAMPLES, CERTIFICATES, AND TESTS

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

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

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

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

(1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

(2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;

(3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

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

GC.25 PERMITS AND CODES

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

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

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

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

GC.26 CARE OF WORK

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

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.
The Contractor shall provide sufficient competent watchmen, as required to protect the work both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

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

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

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and

all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which it may be claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

GC.27 QUALITY OF WORK AND PROPERTY

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

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

GC.28 ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and

construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

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

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

GC.29 SANITARY FACILITIES

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

GC.30 USE OF PREMISES

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically or as directed during the progress of the work, remove and legally

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

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

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

GC.33 OBSERVATION OF WORK

The Engineer, his authorized representative, and any Federal, State, County, or local authority representative having jurisdiction over any part of the work, or area through which the work is located, shall at all times have access to the work in progress.
The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

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

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

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

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

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

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

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.
All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.35 PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any

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

GC.36 FINAL INSPECTION

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

GC.37 PATENTS

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

GC.38 WARRANTY OF TITLE

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

be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

GC.39 GENERAL GUARANTY

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

IX. SUPPLEMENTAL GENERAL CONDITIONS

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SGC.1 PROGRESS SCHEDULE

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

(1) Actual date construction is scheduled to start if different from the date of notice to proceed.

(2) Planned contract completion date.

(3) Beginning and completion dates for each phase of work.

(4) Respective dates for submission of shop drawings and the beginning of manufacture, the testing of, and the installation of materials, supplies, and equipment.

(5) All construction milestone dates.

(6) A separate graph showing work placement in dollars versus contract time. The schedule shall incorporate contract changes as they occur. The schedule shall be maintained in an up-to-date condition and shall be available for inspection at the construction site at all times.

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

SGC.2 DRAWINGS

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

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

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

*NOT APPLICABLE FOR THIS PROJECT

SGC.4 RECORD DRAWINGS

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

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

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

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

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

The project is located within the Craighead Technology Park on the CTP Industrial Lead Railroad at the intersection of Dr. Martin Luther King, Jr. Drive (AR HWY 18 S). A map showing the general location is included in the plan sets.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to complete site preparation, drainage, excavation for railbed and construction of subgrade for the railroad realignment, concrete grade crossing, (4) gates, signalization & controls, and the railroad track materials and re-construction of new track. The new concrete grade crossing is in conjunction with the improvements to Dr. Martin Luther King, Jr. Drive under ARDOT Job #100657.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be the time as specified in the BID PROPOSAL FOR UNIT PRICES, 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 Plans, Specifications, Proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401 and may be secured at the cost of printing per set from the Jonesboro Blueprint, 222 Madison Street, Jonesboro, Arkansas 72401, ph. (870)932-4349. No partial sets will be issued. No refunds will be made.

SC.6 LIQUIDATED DAMAGES FOR DELAY

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

1. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the

"Notice to Proceed"; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

2. Extensions of time for completion, under the condition of 2(a) next below, will be granted; extensions may be granted under other stated conditions:

   a. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

   b. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, so unusual as not to be reasonably anticipated, extensions of time may be granted.

   c. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:

      (1) Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
      (2) Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

3. The Resident Project Representative or other authorized representative of the City shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the City and the Contractor, as to the classification of any day, the matter shall be referred to the City whose decision shall be final.

4. The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

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

****THIS CONTRACT $250.00 PER DAY ALL SECTIONS****	Liquidated Damages
Amount of Contract (N/A This Project)	Per Day
Less than $25,000.00	$100.00

Not less than $ 25,000.00 but less than $ 50,000.00	$150.00
Not less than $ 50,000.00 but less than $ 100,000.00	$200.00
Not less than $100,000.00 but less than $ 500,000.00	$250.00
Not less than $500,000.00 but less than $1,000,000.00	$350.00
Over $1,000,000.00	$500.00

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility; and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.

2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.

3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

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

SC.7 KNOWLEDGE OF CONDITIONS

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

SC.8 PERMITS AND RIGHTS-OF-WAY

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

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner

in any manner, for any land required outside the land provided by the Owner.

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

SC.9 REFERENCE SPECIFICATIONS

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

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

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.11 USED MATERIALS

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

SC.12 EXISTING STRUCTURES

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

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

SC.13 USE OF EXPLOSIVES

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

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

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

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

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

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

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

SC.17 MATERIAL STORAGE

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed

by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the same type of original material and construction or better, at his own expense.

SC.19 TESTING, INSPECTION AND CONTROL

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

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

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

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

SC.20 BOND

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

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

SC.21 LIGHT AND POWER

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

SC.22 LINES AND GRADES

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

As a minimum, the Contractor shall provide the following instrument control for the work:

a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.

b. For the full length and width of all areas within the limits of paving, the initial courses of bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.

c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.

d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

SC.23 LEGAL HOLIDAYS

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

SC.24 SEQUENCE OF CONSTRUCTION

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation shall be coordinated with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

The Contractor shall furnish a proposed work schedule to the Engineer for review and approval as soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

SC.25 TEST BORINGS

The Contractor may rely upon the general accuracy of the test pit or soil boring data contained in reports or drawings, but such reports and drawings are not Contract Documents. The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

SC.26 TEMPORARY FIELD OFFICE

*NOT APPLICABLE THIS PROJECT

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

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

SC.28 MAINTENANCE BOND

The Contractor shall execute the attached Maintenance Bond guaranteeing the work included in the Contract against faulty materials and/or prior workmanship for one year after completion of the Contract. The date of the Maintenance Bond shall be that agreed to for the final acceptance of the project with the Owner. The Maintenance Bond shall be for 100% of the final contract amount.

At the end of the applicable maintenance period, the Owner and/or the Engineer, with the Contractor, shall make an inspection of the work. The Contractor immediately shall repair and correct any and all defects which have resulted from faulty workmanship, equipment, or materials, following which repair and correction the Local Public Agency will accept full maintenance of the work.

RELEASE

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** (Bid Number **2025:18**)

_____
Contractor's Signature

_____
Title

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

_____
Notary Public

My Commission Expires:

_____

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name_____

Address_____

_____

TO: City of Jonesboro

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** (Bid Number **2025:18**) have been fully satisfied.

_____
Contractor's Signature

_____
Title

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

_____
Notary Public

My Commission Expires:

_____

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

Dated _____ _____
Surety Company

By_____
Resident Agent, State of Arkansas

_____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,_____,

as Principal, and _____,

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

_____

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

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal, has by a certain contract with the City of Jonesboro dated the ___ day of _____, 2022, agreed to construct the **Craighead Technology Park Industrial Lead – Dr. Martin Luther King, Jr. Drive Grade Crossing Project** (Bid Number **2025:18**) and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

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

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

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

_____
Principal

ATTEST:

_____ BY:_____

_____ _____

SEAL _____
Surety

ATTEST:

_____ BY:_____
Attorney in Fact

_____ _____

XI. DIVISION 1 – GENERAL REQUIREMENTS

TABLE OF CONTENTS

TITLE	
01150	MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT

1. GENERAL

1.01 Measurement of and payment for all new materials, supplies, services, equipment, tools, plant, and labor furnished and all work completed in accordance with these Contract Documents shall be as shown on the drawings and adhere to the Burlington Northern Santa Fe Railroad Technical specifications for Industrial Tracks.

1.02 The prices herein agreed to for the performance of the work shown and as specified shall be inclusive, that is, the said prices shall include not only the doing of the work; but also, all costs in connection with the work and payment therefore; including the furnishing of all materials, equipment, supplies, and appurtenances; all construction plant, tools, and other equipment; services; and the performance of all necessary labor, superintendence, and administration required to fully complete the work. No item of work that is required for the proper and successful completion of the work, whether shown or not, shall be paid for outside of or in addition to the prices submitted in the Proposal except as specifically provided for in the Contract Documents.

1.03 All incidental work required by the Contract Documents, for which no payment is specifically provided, and any work or materials not therein specified which are required to complete the work, and which may fairly be implied as included in the contract, and which the Engineer shall judge to be so included, shall be done or furnished by the contractor without extra compensation.

2. MEASUREMENTS

2.01 Measurement of all quantities shall be by the utilization of conventional methods and the standard units described.

3. PAYMENT

3.01 Payment to the Contractor of the prices bid in the Proposal shall be full compensation for the furnishing or the furnishing and installing of all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature necessary to execute, complete and deliver the work.

4. MEASUREMENT AND PAYMENT ITEMS

4.01 The items of work for which actual measurement and payment will be made are listed hereinafter by actual Proposal Item Number and general Proposal Item Description. Each item of work for measurement and payment shall define the method of measurement, the method of payment, and the general scope of work to be included.

4.02 SECTION I – RAILROAD SUBGRADE CONSTRUCTION

A. Item No. 1 – Undercut Track Section

The undercut excavation will be measured by the in-place cubic yard after the existing rail and crossties have been removed. Payment will be made at the unit price per cubic yard as listed in the Proposal and shall include all labor, materials, tools, equipment, and incidentals necessary to complete the excavation to the grades as shown in the plans. The Contractor shall be responsible for offsite disposal of all excavated material. Once the design elevation has been obtained, the sub-grade must be compacted to 95% modified density prior to placing geotech fabric/grid layer.

B. Item No. 2 – Erosion and Sediment Control

This item will be paid for on a lump sum basis. The lump sum price shall include all labor, materials, tools, equipment and incidentals necessary to furnish all silt fences at the toes of new excavation, hay-bale or rip rap check dams, diversion ditches and other items needed to prevent the erosion of sediment. The price will also include the removal and/or replacement of erosion and sediment control where needed during the project. All new ditches shall contain rip-rap check dams at 25' intervals. All disturbed ground shall be seeded, fertilized, and mulched after final grading is complete. This item shall also include the SWPPP from the initial permitting through the completion of the project. The Contractor shall be responsible for the SWPPP reports and associated duties.

C. Item No. 3 – Geo-tech Fabric (Non-woven)/Geo-grid System

The geo-tech fabric/geo-grid system for the track bed shall be measured on a square yard basis of in-place material. Payment will be made at the unit price per square yard as listed in the Proposal. Additional material needed to account for the manufacturer's recommendations for overlap will not be measured or paid for, but is to be installed at the Contractor's expense. The fabric/grid shall be installed on properly prepared and compacted, finished sub-grade having direct contact with the sub-ballast layer. The fabric/grid shall be Tensar FG-60 (or approved equal).

D. Item No. 4 – Compacted Sub-ballast

The sub-ballast shall be measured on a cubic yard basis of in-place material and paid at the unit price as shown in the Proposal. The 12" section of compacted sub-ballast material must meet Burlington Northern Santa Fe Standards and be placed per specifications. This item will include all labor, materials, tools, transportation, equipment, and incidentals necessary to furnish, haul, place and compact the sub-ballast complete to the grade as shown on the plans. All compacted sub-ballast shall pass density tests before final acceptance is received.

E. Item No. 5 – 4" PVC Conduit w/ Pull Lines

The PVC conduit pipe shall be measured on a linear foot basis of installed pipe with the pull lines installed. Payment will be made at the unit price as listed in the Proposal. This item

shall include all materials, labor, tools, equipment, and incidentals necessary to furnish, excavate, and install the 4" PVC conduits with pull lines complete in the locations as shown on the plans. Ends shall be marked and protected from material infill and damages during construction,

F. Item No. 6a – Drainage Structures

The existing drainage pipes removal shall be measured on a lump sum basis. Payment will be made at the lump sum price as listed in the Proposal. This item will include all materials, labor, tools, equipment, and incidentals necessary to excavate, remove, and dispose of the 18" CMP pipes complete.

G. Item No. 6b – Drainage Structures

The new drainage pipes installation shall be measured on a linear foot basis of installed pipe with the riprap end protection. Payment will be made at the unit price as listed in the Proposal. This item will include all materials, labor, tools, equipment, and incidentals necessary to excavate, prepare subgrade, and install the 36" RCP (CL V) pipe complete with compacted backfill to the lines and grades as shown on the profile drawings (ARDOT). Contractor shall be responsible for any pipe damaged during completion of this item.

H. Item No. 7 – Temporary Grading & Drainage Reroute

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include all labor, materials, tools, equipment, and incidentals necessary to complete the temporary slope grading and ditch rerouting (45± LF) to maintain drainage from the existing 30" drain pipes to the new 36" RCP drain pipes. All disturbed areas are to be seeded and mulched after grading is completed (see item No.2).

I. Item No. 8 – Road Detour Plan, Signage/Control

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include the cost of preparing the detailed road detour plan, all required signed and controls(meeting MUTCD and ARDOT traffic control standards) and implementation of the plan at the appropriate phase of the Project for the temporary closure of Dr. Martin Luther King, Jr. Drive. The detour plan shall be based on the basic detour route as shown in the Plans. The contractor shall coordinate with the City and ARDOT during implementation of the detour plan.

J. Item No. 9 – Payment and Performance Bonds

This item will be measured as a lump sum item and paid for at the lump sum price as listed in the proposal. The lump sum price shall include the cost of obtaining a surety bond for 100% of the contract price from an insurance company that is licensed to do business in the state of Arkansas and is able to cover 100% of the bid price.

* * * * * * *

4.03 SECTION II – INDUSTRIAL TRACK CONSTRUCTION

A. Item No. 21 – Remove Ex. Rail, Ties & Incidentals

This item will be measured on a lineal foot basis along the surveyed centerline. Payment will be made at the unit price per lineal foot as listed in the Proposal. The unit price will include all labor, materials, tools, equipment, and incidentals necessary to furnish and construct the track complete from the top of the compacted sub-ballast to the finished industrial rail spur.

B. Item No.2–Furnish & Install New 136# Rail, Ties, Ballast, & Inc.

This item will be measured on a lineal foot basis along the surveyed centerline. Payment will be made at the unit price per lineal foot as listed in the Proposal. The unit price will include all labor, materials, tools, equipment, and incidentals necessary to furnish and construct the track complete from the top of the compacted sub-ballast to the finished industrial rail spur. The unit price will be based on 136 pound new rail and will include all requirements of the construction such as 7"x9"x10' industrial grade ties on 19'5" centers, 8" ballast section, tie plates, bolts, anchors, angle bars, spikes, and any other items of work required by Burlington Northern Santa Fe Railroad for the construction. All final work must be tamped with a tamper equivalent in size to a 6700 tamper.

C. Item No. 3 – Realign Ex. Rail, Ties & Incidentals

This item shall be measured on a lineal foot basis along the surveyed centerline. Payment will be made at the unit price per lineal foot as listed in the Proposal. The unit price will include all labor, materials, tools, equipment, and incidentals necessary to realign the existing rail, ties, ballast and incidentals complete. Any additional ballast required shall be included in the cost. Any material damaged during the realignment shall be replaced at the Contractor's expense. Any existing material damage found prior to the realignment should be pointed out to the Engineer before performing the work. All finished work shall be tamped with a tamper equivalent in size to a 6700 tamper.

D. Item No. 4 – Remove Existing Concrete Crossing Panels

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include all labor, material, tools, equipment, and incidentals necessary to remove the existing concrete grade crossing panels complete. This item shall also include off-site disposal of the removed items. Contractor shall be responsible for any additional items damaged during the panel removal.

E. Item No. 5 – Install Concrete At-Grade Crossing Panels

This item will be measured on a lump sum basis and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include all labor, material, tools, equipment, and incidentals necessary to furnish and install the pre-cast Concrete Grade Crossing Panels complete to the line and grade as shown on the plans. The price shall include all asphalt and any additional ballast/subballast required to construct the crossing complete to grade according

to BNSF specifications. The crossing shall include coverage for both the road and sidewalks as shown in the Plans and be 93 LF at a minimum.

H. Item No. 6 – Payment and Performance Bonds

This item will be measured as a lump sum item and paid for at the lump sum price as listed in the Proposal. The lump sum price shall include the cost of obtaining a surety bond for 100% of the contract price from an insurance company that is licensed to do business in the state of Arkansas and is able to cover 100% of the bid price.

* * * * * * *

4.04 SECTION III – CROSSING SIGNALS

A. Item No. 1 – Remove Existing Signal Box & Incidentals

This item shall be measured as a lump sum item and payment will be made at the lump sum price as listed in the Proposal. The price shall include all labor, materials, tools, equipment, and incidentals necessary to complete the removal of the existing signal box and all incidentals. The Contractor shall be responsible for offsite disposal of all removed materials. The equipment that can be salvaged shall be delivered to the City of Jonesboro, AR. This item of work shall NOT be performed until the new signal box is installed, connected to the signals, and tested.

B. Item No. 2 – Install New Signal Box & Incidentals

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The new enclosure shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The system shall include solid state constant warning equipment. The batteries shall be maintenance free, lead acid type with automatic chargers. The cabinet shall be in service prior to removing the equipment in pay item No.1.

C. Items No. 3 & 5 – Install Permanent Foundation with Temporary Signal Post and Gates

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The new concrete foundation shall be of adequate size and design to support the final signal post and gate. The temporary gate shall be sufficient to control one lane of traffic. The signals and system shall have integrated solid state light and gate controls. Gate signal shall include General Signal, Inc. (GSI) Gate Keeper.

D. Items No. 4 & 6 – Install Permanent Foundations with Signal Post and Gates

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The new concrete foundation shall be of adequate size and design to support the signal post and gate in the location shown on the plans. Each Type III gate shall be sufficient to control one lane of traffic. The signals and system shall have integrated solid state light and gate controls. Gate signal shall include General Signal, Inc. (GSI) Gate Keeper.

E. Items No. 7 & 8 – Install Permanent Signals and Gates on Existing Foundation

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The final flashers and gates shall be Type III gates and flashers with gates lengths as shown to control the traffic lanes. The final installation shall include all lane markings and signage at the crossing in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

F. Items No. 9 – Mobilization

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. Due to the nature of the Project, the signal work will be phased with the road construction. The conduits will be installed during the subgrade work by the dirt contractor during a phase. The signal work will move from the West side of the road to the East side of the new road, and then the final installation will be performed once the middle turning lane is completed. The signal contractor will have to mobilize to the project site four separate times to complete items of work.

G. Items No. 10 – Electrical and Signal Design Items, complete

This item shall be measured on a lump sum basis and payment will be made at the lump sum price as listed in the Proposal. The design shall be completed and shown on prepared As-Built drawings for the City of Jonesboro. All required documentation to be stored in the new cabinets for performing maintenance and inspection on the signal-gate system shall also be included in this item.

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XII. TECHNICAL SPECIFICATIONS

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TITLE	
SP-1	Standard Specifications for Highway Construction Arkansas State Highway and Transportation Department, Latest Edition (including all Errata for the Book of Standard Specifications) if specified
DIV 17	Railroad Roadbed Construction
DIV 18	BNSF Railway – Guidelines for Industry Track Projects

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

General

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

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

DIVISION 17

RAILROAD ROADBED CONSTRUCTION

1. CLEARING AND GRUBBING

1.01 DESCRIPTION

This item shall consist of clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of weeds, fences, structures, old railroad including ties and rail, debris and rubbish of any nature, natural obstruction or such material which in the opinion of the Engineer is unsuitable for the foundation of strips or other requirements, including the grubbing of stumps, roots, matted roots, foundations and the disposal from the project of all spoil materials resulting from clearing and grubbing by burning.

2. CONSTRUCTIONS METHODS

2.01 GENERAL

The areas denoted on the drawings to be cleared shall be flagged on the ground by the Engineer. The clearing and grubbing shall be done at a satisfactory distance in advance of the removal of top soil operations.

All spoil materials removed by clearing and grubbing shall be disposed of by burning, when permitted by local laws. When burning of material is permitted, it shall be burned under the constant care of competent watchmen so that the surrounding vegetation and other adjacent property will not be jeopardized. Burning shall be done in accordance with all applicable laws, ordinances and regulations. Before starting any burning operations, the Contractor shall notify the agency having jurisdiction and acquire any necessary permits.

As far as practicable, waste concrete and masonry shall be placed on slopes of embankments. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry which cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case shall any discarded materials be left in windrows or piles adjacent to or within the construction limits. The manner and location of disposal of materials shall be subject to the approval of the Engineer and shall not create an unsightly or objectionable view.

No blasting shall be permitted in the clearing and grubbing operation.

2.02 CLEARING AND GRUBBING

In areas designated to be cleared and grubbed, all stumps, roots, buried lots, brush, weeds and other unsatisfactory shall be removed. Where embankments are to made, all unsatisfactory materials shall be removed.

Fences shall be removed and disposed of when directed by the Engineer. Fence wire shall be neatly rolled and wire and posts stored on the site and to remain the property of the Owner.

Any building and miscellaneous structures within the cleared and grubbed area shall be demolished or removed, and all materials there from shall be disposed of either by burning or removed from the site. The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking out or breaking down of at least 2 feet below the existing surrounding ground. Any broken concrete, blocks or other objectionable material which cannot be used in backfill shall be removed and disposed of. The holes or openings shall be backfilled with acceptable material and property compacted.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Section 17050. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

* * * * *

1. DESCRIPTION

1.01 GENERAL

This item covers excavation, disposal, placement and compaction of all materials within the limits of the work required to construct railroad roadbed, other areas for drainage or other purposes in accordance with these specifications and in conformity to the dimensions and typical section shown on the drawings.

A. Classification – All material excavated shall be unclassified. The excavation shall be used as a part of the embankment or removed from the site and disposed of at the Contractor's option. The excavation placed in the embankments shall be accomplished only with materials that are suitable and meet the requirements of these specifications.

1.02 STRIPPING

Any material containing vegetable or organic matter, organic silt or sod shall be considered unsuitable for use in embankment construction. A minimum of the top 6 inches of existing ground in both cut and embankment areas shall be stripped. Material, when approved by the Engineer as suitable to support vegetation, may be used on the embankment slopes and seed bed for side slopes.

2. CONSTRUCTION METHODS

2.01 GENERAL

Before beginning excavation, grading and embankment operations in any area, the area shall be completely cleared and grubbed in accordance with Section 17000.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the drawings. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the roadbed, unless specified on the drawings or approved by the Engineer.

When the Contractor's excavation operations encounter artifacts of historical or archaeological significance, the operations shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the roadbed areas in which the top later of soil material has become compacted, by hauling or other activities or the Contractor, shall be scarified and disked to a depth of 4 inches in order to loosen and pulverize the soil. These areas shall then have seeding and fertilization applied.

2.02 EXCAVATION

No excavation shall be started until the work has been staked out by the Contractor, and the Engineer has obtained elevations and measurements of the ground surface. All suitable

excavated material shall be used in the formation of embankment, subgrade or for other purposes shown on the drawings. All unsuitable material shall be disposed of as shown on the drawings.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed of as directed. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from off-site borrow pits of materials that are suitable and acceptable to the Engineer.

A. Undercutting – Rock, shale, hardpan, loose rock, boulders or other materials unsatisfactory for the roadbed shall be excavated to a minimum depth of 8 inches, or to the depth specified by the Engineer, below the subgrade. Muck, matted roots or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of at locations shown on the drawings.

The excavated area shall be refilled with suitable material, obtained from the grading operations or borrow areas and thoroughly compacted by rolling. The necessary refilling will constitute a part of the embankment. Where rock cuts are made and refilled with selected material, any pockets created in the cuts are made and refilled with selected material, any pockets created in the rock surface shall be drained in accordance with the details shown on the drawings. Geo-grid use shall be determined in a case-by-case inspection.

B. Overbreak – Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his decisions shall be final. All overbreak shall be graded or removed by the Contractor and disposed of as directed; however, payment will not be made for the removal and disposal of overbreak which the Engineer determines as avoidable. Unavoidable overbreak will be classified as “Unclassified Excavation”.

C. Compaction Requirements – the finished grades shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density and determined by ASTM D 1557 (Modified Proctor Test).

No payment will be made for suitable materials removed, manipulated and replaced in order to obtain the required depth of density.

The in-place field density shall be determined in accordance with ASTM D-2922 (Nuclear Method). Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

2.03 DRAINAGE EXCAVATION

Drainage excavation shall consist of excavating for drainage ditches along the roadbed, and as shown on the drawings. The work shall be performed in the proper sequence with the other construction. All satisfactory material shall be placed in fills; unsuitable material shall be placed in waste areas or as directed. Intercepting ditches shall be constructed prior to starting

adjacent excavation operations. All necessary work shall be performed to secure a finish true to line, elevation and cross section.

The Contractor shall maintain ditches constructed on the project to the required cross section and shall keep them free of debris or obstructions until the project is accepted.

2.04 SURPLUS EXCAVATION

The material excavated and not required by the construction of the embankments shall be stockpiled separately from the top soil. The surplus matter shall be stockpiled at the locations shown on the drawings. The stockpile shall be such that rain water will not pocket on the surface. The crown of the stockpile shall be sloped to provide drainage.

2.05 PREPARATION OF EMBANKMENT AREA

Where an embankment is to be constructed, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 6 inches. This area shall then be compacted as indicated in paragraph 2.06.

No direct payment shall be made for the work performed under this paragraph.

2.06 FORMATION OF EMBANKMENTS

Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross section, unless otherwise approved by the Engineer.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a soil structure as shown on the typical cross section or as directed. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing or other unsatisfactory conditions of the field. The Contractor shall drag, blade or slope the embankment to provide proper surface drainage.

The material in the layer shall by within ±2 percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken for each 100 cubic yards. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density as determined by ASTM D 1557 (Modified Proctor Test).

On all areas outside of the roadbed areas, no compaction will be required on the top 4 inches.

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2922.

Compaction areas shall be kept separate and no layer shall be covered by another until proper density is obtained.

During construction of the embankment, the Contractor shall route his equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay or other chunky soil material will be broken up into small particles and become incorporated with other materials in the layer.

In the construction of embankments, layer placement shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and other material shall be incorporated under the roadbed areas. Stones or fragmentary rock larger than 4 inches in their greatest dimension will not be allowed in the top 6 inches of the subgrade. Rock fill shall be brought up in layers as specified or as directed and every effort shall be exerted to fill the voids with the finer material forming a dense, compact mass. Rock boulders shall not be disposed of outside the excavation or embankment areas, except at places and the manner designated by the Engineer.

When the excavated material consists predominately of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of rock. These type lifts shall not be constructed above an elevation 4 feet below the finished subgrade. Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with specified methods.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material.

Separate measurement of payment for compacted embankment and all costs incidental to placing in layers, compacting, disking, watering, mixing, sloping and other necessary operations for construction of embankments will be included in the unit price bid for the compacted embankment.

2.07 FINISHING AND PROTECTION OF SUBGRADE

After the subgrade has been substantially completed, the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the drawings.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the subgrade from damage. He shall limit hauling over the finished subgrade to that which is essential for construction purposes.

All ruts or rough places that develop in a completed subgrade shall be smoothed and recompacted.

No top soil shall be placed on the subgrade side slopes until the subgrade has been accepted by the Engineer.

2.08 HAUL

All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract lump sum price. No payment will be made separately or directly for hauling of any part of the work.

2.09 TOLERANCES

In those areas upon which a top soil is to be placed, the top of the subgrade shall be of such smoothness that when tested with a 16-foot straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1 inch, or shall not be more than 0.08-foot from the true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding or removing materials; reshaping; and recompacting by sprinkling and rolling.

2.10 TOP SOIL

The top soil shall be salvaged from stripping or other grading operations. The top soil is the surface soil containing grass and organic type materials. At the time of excavation or stripping, the top soil cannot be placed in its proper and final section or finished construction, the materials shall be stockpiled at designated locations. Stockpiles shall not be placed within the improvements area and shall not be placed on areas which subsequently will require any excavation or embankment. If, in the judgment of the Engineer, it is practical to place the salvaged top soil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further rehandling. Upon completion of grading operations, stockpiled top soil shall be placed as required on the fore and back slopes of the roadbed.

No direct payment will be made for top soil as such under this Section. The quantity removed and placed directly or stockpiled shall be included in the unit price bid for the “Compacted Embankment”.

* * * * *

1. DESCRIPTION

A. General

This item shall consist of reinforced concrete drainage pipe to be located as shown on the drawings. All concrete culverts shall be in accordance with the American Railway Engineering and Maintenance of Way Association (AREMA) specifications chapter 1, part 4, Culverts.

B. Materials

a. Pipe – pipe shall be of the type, size, and class as shown on the plans.

b. Reinforced Concrete Culvert Pipe – reinforced concrete culvert pipe shall conform to the requirements of the specifications for reinforced concrete culvert pipe, ASTM C-76. Installation shall be made with circular pipe conforming to the requirements for class III, class IV, class V, R-wall or C-wall of the ASTM C-76 specification. All wall thickness to be used shall meet AREMA specifications.

c. All precast flared end sections shall conform to ASTM C-76. Toe walls required shall conform to AASHTO M-170.

1) All precast Bends, Wyes, and Tees shall comply with ASTM C-76, AASHTO M-170 or Federal Specification SS-P-375.

d. Fine and coarse aggregates for the concrete mixture shall comply with the requirements of ASTM specifications.

1) Cement shall comply with the requirements of ASTMC C-150.
2) Steel shall comply with the requirements ASTM C-185.
3) Joint sealing material, plastic type, shall comply with ASTM C-990, AASHTO M-198, or Federal Specification SS-S-210A.

e. D-load design pipe shall conform to ASTM C-655.

f. Preform tape-type plastic compound shall be applied in accordance with the manufacturer's recommendations.

* * * * *

1. DESCRIPTION

GENERAL

This item shall consist of temporary control measured as shown on the drawings or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of berms, dikes, dams, sediment basins, gravel, mulches grasses, slope drains and other erosion control devices or methods.

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measured for the Site to the extent practical to assure economical, effective and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as equipment and material storage sites and waste areas.

The project will require a Construction Storm Water Permit from the Oklahoma Department of Pollution Control and Ecology. The permit will be secured by the Owner. The permit shall include the Contractor's methods of controlling the storm water discharges.

2. MATERIALS

2.01 GRASS

Grass which will not compete with the grasses sown later for permanent cover shall be a quick-growing species such as ryegrass, Italian ryegrass, or cereal grasses suitable to the area providing a temporary cover. The application method shall be by hydro-seeding.

2.02 MULCHES

Mulches may be hay, straw, netting, bark, wood chips or other suitable material reasonable clean and free of noxious weeds and deleterious materials.

2.03 FERTILIZER

Fertilizer shall be a standard commercial grade and shall conform to all Federal and State regulations and to the standards of the Association of Official Agricultural Chemists.

2.04 SLOPE DRAINS

Slope drains may be constructed of pipe, rubble or other materials that will adequately control erosion.

2.05 OTHER

All other materials shall meet commercial grade standards and shall be approved by the Engineer before incorporated into the project.

3. CONSTRUCTION REQUIREMENTS

3.01 GENERAL

In the event of conflict between these requirements and pollution control laws, rules or regulations of other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

The Engineer shall be responsible for assuring compliance to the extent that construction practices, construction operations and construction work are involved.

3.02 SCHEDULE

Prior to start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; construction; and ditches excavation/ The Contractor shall also submit a proposed method of erosion and dust control on haul roads and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer.

3.03 AUTHORITY OF ENGINEER

The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize containment or adjacent streams or other water courses, lakes and ponds.

3.04 CONSTRUCTION DETAILS

The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that are needed prior to installation of permanent control features or that are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.

Where erosion is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages.

The Engineer may limit the area of clearing and grubbing, excavation, borrow and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding and other such permanent control measures current in

accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

In the event that temporary erosion and pollution control measures are required doe to the Contractor's negligence, carelessness or failure to install permanent controls as a part of the work as scheduled or are ordered by the Engineer, such work shall be performed by the Contractor.

The Engineer may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.

The erosion control features installed by the Contractor shall be acceptable maintained by the Contractor during the construction period.

Whatever construction equipment must cross water courses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations and other harmful materials shall not be discharged into or near rivers, streams and impoundments or into natural or manmade channels leading thereto.

* * * * *

1. INDUSTRY SUB-BALLAST

1.01 DESCRIPTION

Sub-ballast – This item shall consist of a foundation course for a typical railroad roadbed and shall be composed or either caliche, argillaceous limestone, granite, conglomerate, gravel, crushed slag or other granular materials.

1.02 MATERIAL REQUIREMENTS

The materials shall meet the requirements herein after specified. Aggregate retained on a No. 10 sieve shall consist of hard, durable particles or fragments of stone, gravel, sand or slag. Materials that break up when alternately frozen and thawed or soaked and dried shall not be used. Allowable wear, based on the Los Angeles abrasion test, shall not be greater than 50%. A higher or lower percentage of wear may be specified by the Engineer.

1.03 GRADATIONS

It is the intent of this specification that the sub-ballast shall consist of gradation as set forth in the following table:

SIEVE SIZE	2”	1”	¾”	No. 10	No. 40	No. 200
% Pass (optimum)	-100	95	67	38	21	7
% Pass (permitted)	-100	90-100	50-84	26-50	12-30	0-10

1.04 DESIGN REQUIREMENTS

Sub-ballast will be used as indicated by the following charts or as directed by the Engineer. The Contractor will furnish the Engineer with sieve results for the material to be used.

SUB-BALLAST WILL NOT BE REQUIRED WHERE SUBGRADE MATERIAL SIZES ARE NOT SMALLER THAN THE FOLLOWING GRADATIONS.

PERCENT PASSING (BY WEIGHT)	SIEVE SIZE NO. OF MESH PER/IN.	GRAIN SIZE IN MM
0	200	.08
20	100	.16
38	60	.26
64	40	.42
89	20	.85
100	10	1.08

8" OF SUB-BALLAST SHALL BE REQUIRED WHEN SUBGRADE MATERIAL SIZES ARE SMALLER THAN LISTED ABOVE, BUT NO FINER THAN THE GRADATIONS LISTED BELOW.

PERCENT PASSING (BY WEIGHT)	SIEVE SIZE NO. OF MESH PER/IN.	GRAIN SIZE IN MM
19	200	.08
74	100	.16
92	60	.26
100	40	.42

12" OF SUB-BALLAST SHALL BE REQUIRED WHEN SUBGRADE MATERIALS HAVE A GRADATION SMALLER THAN LISTED ABOVE.

1.05 CONSTRUCTION METHODS

A. Preparation of Subgrade – The roadbed shall be shaped in conformity with the typical sections shown on drawings and to the line and grades provided by the Engineer. All unstable or otherwise objectionable material shall be in an acceptable condition to receive sub-ballast material. A minimum of 6" shall be stabilized and compacted prior to placing sub-ballast.

B. Lift Thickness – The sub-ballast shall be constructed in two or more lifts of approximate equal thickness. The maximum compacted thickness of any one lift shall not exceed 6 inches and shall be compacted to not less than 95% of the maximum density and to within ±2% of the optimum moisture content as determined by ASTM D 1557.

C. Compaction – If the material is laid and compacted in more than one lift, the Contractor shall plan and coordinate his work in such a manner that the previously placed and compacted lifts be allowed ample time for curing and development of sufficient stability before vehicles hauling materials for the succeeding lifts or other heavy equipment are permitted on the sub-ballast. Prior to placing the succeeding lifts of materials, the surface of the lower lift shall be sufficiently moist to ensure a strong bond between the lifts. The edges and/or edge slopes of the sub-ballast shall be bladed or otherwise dressed to conform to the lines, grades and dimensions shown on the drawings.

* * * * *

1. DESCRIPTION

1.01 GENERAL

This item shall consist of a woven (or non-woven as required), highly durable construction fabric installed on top of the compacted subgrade for track-bed stabilization, including the functions of separation, confinement, drainage and load distribution for the sub-ballast section.

1.02 MATERIALS

The stabilization fabric shall be a woven (or non-woven as required) fabric consisting only of long chain polymeric filaments such as polypropylene, polyethylene, polyester, polyamide or polyvinylidene-chloride formed into a stable weave such that the filaments retain their relative position to each other. The fabric shall be inert to commonly encountered chemicals in the environment. The fabric shall also be stabilized against sunlight deterioration and protected against raveling by mechanically sealed edges.

A. Fabric Properties – The fabric shall conform to the properties shown below:

	Fabric Property	Test Method	Fabric Requirements (Min. Shpt. Avgs.)
I.	Resistance to Installation Stresses		
a.	Grab Tensile Strength, lbs.	ASTM-D-1682-64	300
b.	Grab Tensile Elongation, %	ASTM-D-1682-64	15
c.	Burst Strength, psi	ASTM-D-751-68 (Diaphragm Method)	650
d.	Trapezoid Tear Strength, lbs.	ASTM-D-2263-68	120
II.	Performance Criteria During Service Life		
a.	Equivalent Opening Size, U.S. Standard Sieve	CW-02215-77*	30-60
b.	Water Permeability, k, cm/sec	H, 20 cm to 10 CM*	0.01
c.	Modulus (Load at 10% Elongation), lbs.	ASTM-D-1682-64	150
d.	Abrasion Resistance, lbs.	CW-02215-77*	130
e.	U.V. Resistance, %	ASTM D4355 @ 500 hrs.	90

*Corps of Engineers Methods

III.	Resistance to Environmental		
a.	Mildew, Rot Resistance, % Strength Retention	AATCC-30-74	100
b.	Insect, Rodent Resistance, % Strength Retention	AATCC-24-74	100

Geotextile woven fabric shall be CONTECH 300C, MIRAFI 600X, or an approved equal. Non-woven shall be CONTECH C60 or approved equal. Contractor shall supply the Engineer with the appropriate submittals prior to placing final bid. Any material that failed to be received prior acceptance by the Engineer shall not be usable on the project.

2.02 Grid Material

The geo-grid material shall be punched from polypropylene sheets. The pattern shall be such as to create three equilateral directions across the material. The material shall be resistant to chemical degradation, ultra-violet light, and weathering. The apertures shall be triangular.

The geo-grid shall be a Tensar Tri-Ax TX 160 geo-grid or an approved equal.

* * * * *

BNSF RAILWAY COMPANY

GUIDELINES FOR INDUSTRY TRACK PROJECTS



Engineering Services

Track & System Design
2600 Lou Menk Drive, Fort Worth, TX 76131

July 2023

Design Guidelines for Industry Track Projects

July 2023

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1. General Procedure for Industrial Track Projects

The purpose of this chapter is to guide the process for the development of industry tracks and facilities. Build-ins and tracks other than industrial need to follow BNSF's Main Line Design Guidelines for Track Projects.

1.1. Industrial Site Types: BNSF Customers should be familiar with the various site location options that are covered by these guidelines.

1.1.1. LOGISTICS PARKS
Warehouse and distribution space located at BNSF intermodal facilities. The BNSF Logistics Park strategy uses an intermodal hub to anchor distribution centers nearby, enabling us to partner with trucking companies and ocean carriers and provide streamlined supply chain solutions that connect manufacturers and retailers to their markets.

1.1.2. LOGISTICS CENTERS
BNSF-owned industrial parks that offer direct rail service. Logistics centers offer direct-rail service in multi-customer, multi-commodity business parks. These sites are rough-graded for commercial viability and ready for the customer to finish grade and construct their facilities.

1.1.3 CERTIFIED SITES
Private parks ready for development along our network and verified by a vigorous review process. BNSF's Site Certification Program identifies optimal rail-served sites and conducts in-depth reviews of ten economic development criteria to determine if the site meets BNSF's stringent readiness standards, which are intended to minimize development risks customers may face.

1.2. Customer will contact BNSF's Economic Development (ED) representative. Contact information can be found at https://www.bnsf.com/ship-with-bnsf/rail-development/build-rail-served-facility/.

1.3. After contacting the BNSF ED representative, the customer will be asked to provide a conceptual layout for the project. This layout should include property boundaries, existing buildings and roads, and a general location of where the proposed tracks will be located.
BNSF will consider the feasibility of constructing the project at the desired location along with operating issues related to product origins and destinations. BNSF will prepare a scaled track layout (project schematic) based on the customer's concept to ensure the desired operation meets design standards. The project schematic will identify both BNSF's and the customer's scopes of work, and then be shared with the Customer (see Appendix, page A-12 for an example). After BNSF approval of the opportunity (New Business Review) the customer will be provided a cost estimate for BNSF's track and signal work.

1.4. The Customer may use a designer or contractor of its choice to prepare the track plans. Survey on BNSF right-of-way will require the application of a temporary occupancy permit (see "Requirements for Working on BNSF Right of Way"). The project schematic should be used as a guide for preparing the industrial track plan. Plans should be complete with all the items in the "Final Track Plan Checklist" included. Questions concerning these guidelines should be directed to the BNSF Engineering representative. Customers are encouraged to reference this document, including standard plan drawings, in the construction specifications. BNSF Engineering will review and approve the track design, and if there are significant changes from the original project schematic, the plan may need to be reviewed by other BNSF departments.

1.5. BNSF Engineering will communicate directly with the Customer regarding any plan revisions. Any

revisions will be documented on the prints and communicated in writing to the Customer. BNSF Engineering will notify ED when the industrial track plan has been reviewed and approved.

1.6. BNSF Engineering will prepare a cost estimate, chargeable to the Customer, which includes ***BNSF's portion of track and signal construction, as well as an appropriated amount for an Inspector/Coordinator for construction monitoring purposes***. The cost estimate does not include flagging charges as they can vary significantly based on the approach adopted by the customer's contractor. In general, BNSF will construct from point of switch to the 14-ft clearance point for manual switches, and from the point of switch to just beyond the power derail and the approach signal for powered switches. The Inspector/Coordinator will serve as a BNSF representative related to grading on BNSF R/W, utility drops, turnout installation schedules and customer track construction inspection.

1.7. Upon receiving the Firm Bid Cost Estimate, ED will present the formal industrial track package, including all agreements and cost proposal, to the Customer for consideration.

1.8. Upon Customer's acceptance of the proposal (check, fully executed agreements, and submittal of the final plans) ED will notify all concerned the project has been approved and funded.

1.9. The final plans must be approved by BNSF Engineering prior to the execution of the contractor's right of entry, which limits when work can start on BNSF property. Materials for BNSF's portion of the project are then ordered, work scheduled, and construction completed, which can take up to 27 weeks. Customers should note that turnout construction pads must be completed 6 weeks or more (dependent on territorial restrictions) before the target construction completion timeline to allow time to deliver, assemble, and install the turnout at the designed location.

Following is the timeline for a typical industry track project:

STAGE	ACTIVITY	START	END	TIMELINE
1	New opportunity conceptual layout request	Conceptual layout request received	Conceptual layout delivered to ED Mgr.	1 week
2	New Business Review (internal BNSF assessment)	NBR created	NBR completed	2 weeks
3	Project schematic approval & cost estimate preparation	NBR completed notification	BNSF cost estimates completed	9 weeks
4	Customer acceptance & payment	Proposal letter sent	Check deposited	9 weeks
5	Request for capital	Check deposited / CPAR approved	AFE approved	3 weeks
6	Track & signal materials ordered and delivered	AFE approved	Track and signal material delivered	17 weeks
7	Track & signal construction	Customer agreements & contracts executed	Track and signal construction complete	13 weeks
8	Engineering & Construction complete	Final customer track inspection completed	Actual project in service date entered in ESI	2 week
9	Customer moves cars into facility Project Closeout	Actual project in service date entered in ESI	CDI, CRF & Credit complete	1 week
	Total Engineering and Construction timeline			57 weeks

2. Standards for Industrial Trackage (Carload, or Non-Unit Facilities)

2.1 Roadbed: Roadbed and ballast section for industrial trackage shall conform to the special roadbed section (see Appendix, page A-13), and to the ballast material requirements on page 27.

2.2 Curvature: Usual maximum degree of curve for tracks operated on and/or maintained by BNSF shall not exceed 10° (574.69' radius). All curves are defined using the chord definition. Minimum tangent lengths between reversing curves must meet AREMA Chapter 5, Table 5-3-11. No turnouts (switches) can be placed in a curve.
Curves exceeding 10^{o} will require review and approval from BNSF Engineering. Such curves may require mitigation measures, at BNSF's discretion:

	Carload, or Non-Unit Facilities			
Curvature	**< $7^{o}30'$**	**$7^{o}30'$ to $<10^{o}$**	**10^{o} to $14^{o}30'$**	**> $14^{o}30'$**
Mitigation(s) Required	None; premium fasteners preferred	Premium Fasteners	Premium Fasteners	No cars longer than 85'
			Tie integrity: Class 3 tie condition	Premium Fasteners
			Rail size per BNSF EI Table 6-2	Tie integrity: Class 5 tie condition
				Tie plate cutting/rail seat abrasion per BNSF EI 7
				Rail wear per BNSF EI 6 Table 6-1
				Rail size per BNSF EI 6 Table 6-2
				Optional:
				Gage face lubrication
				Top of rail friction modifier

2.3 Profile Grade: Track profile grades shall be limited to a maximum of 1.5%.

2.4 Vertical Curves: Vertical curves must be provided at break points in profile grade. The rate of change shall not exceed 2.0 in summits or sags. Vertical curves shall not extend into limits of turnout switch ties. See Appendix, pages A-47 and A-48 for BNSF's standard for vertical curves.

2.5 Track: Recommended rail section is 115-lb. or greater. See Page 26 for further information on rail sections. Hardwood ties shall be new 7" X 8" (No. 4) or 7" X 9" (No. 5), 8'-6" long, placed on 21.5" centers with a 6" ballast section. Rail anchorage shall be provided at a minimum rate of 16 anchors per 39' panel. Continuous welded rail (CWR) shall be box-anchored every other tie. Concrete ties can be spaced at 28" center to center with an 8" ballast section. CWR is recommended when using concrete ties. M-8 steel ties (8mm or 5/16" section) can be used in non-unit facility tracks and are spaced at 24" centers with 8" ballast section.

2.6 Turnouts: All main line, controlled siding and passing track turnouts will be a minimum new No. 11-141 lb. and include either a spring-rail frog or a rigid, railbound manganese frog, as specified by BNSF Engineering. For other turnouts maintained by BNSF, the size and weight will be determined dependent upon the transportation commodity, with a No. 11-141 lb. recommended, and a No. 9 - 115 lb. as the minimum (see Appendix, pages A-18 to A-35). Main line turnout switch ties shall be new and hardwood. All mainline, controlled siding and passing track turnouts and trackage are to be placed by BNSF personnel out to the 14' clearance point.

Mainline, controlled siding and passing track turnouts will require the placement of a construction pad alongside the track to allow assembly of the turnout, with no disruption to traffic. After the turnout is assembled, a track window is obtained to remove the trackage and insert the turnout. An example of a construction pad is shown in the Appendix on page A-16. For turnouts placed off of BNSF property and/or maintained by the Customer, and operated by BNSF, the recommended minimum is a No. 9 - 115 lb. All switch stands need to include a "30 Degree" handle (see Appendix, page A-37), and a target with alternating green and yellow colors indicating switch position (page A-38).

Switch heaters are required for mainline turnouts where snow and ice present operational challenges. If a power turnout requires a switch heater, the power derail will require one also. The cost estimate will include installation of the switch heaters when required.

Mainline turnouts must be placed at least 200 feet from the end of a mainline curve. Industry turnouts within the facility must be placed at least 50 feet from the end of any curve.

Minimum tangent lengths from PT of equivalent turnout curve to any curve at the heel end of a turnout shall not be less than AREMA Chapter 5, Table 5-3-11

2.7 Derails: A derail shall be placed on all tracks connecting with a main line, siding, or industrial lead. Derails protecting mainline tracks and controlled sidings shall be double switch point or sliding derail with crowder (see BNSF Standard Plan 2400) and installed so that the derailed car is directed away from BNSF trackage. Use of sliding derails must be approved by the Division GM.

A power derail is required when the mainline turnout is powered, and BNSF will install track and signal from the point of switch to the insulated joints just beyond the power derail. Derails protecting mainline tracks shall be placed a minimum of 100 feet behind the 14' clearance point and placed on tangent track where possible. Derails protecting other-than-mainline tracks shall be placed a minimum of 50 feet behind the 14' clearance point and placed on tangent track where possible. The type of derail and actual location may be determined by BNSF Operating Department requirements. A “Derail” sign needs to be placed next to the derail, BNSF Standard 3028 or otherwise approved.

2.8 Structures: Bridges, drainage structures, track hoppers, retaining walls, etc. shall be designed to carry Cooper E-80 live load with diesel impact. Structures shall be designed per American Railway Engineering and Maintenance of Way Association (AREMA) Manual chapters 1, 7, 8, or 15 as applicable, and designed by a licensed engineer. See AREMA standards for unloading pits (Chapter 15, Section 8.4). All structural plans will need to be reviewed and accepted by BNSF Engineering. Gratings covering open pits must be bolted in place.

If a project creates the need for existing structures (including BNSF’s structures) to be modified, the modifications shall be accounted into the customer’s scope of work of the project, subjected to BNSF’s review and approval. For drainage related structures, additional information is included in “Culverts” section within the “Specifications for Construction of Industry Trackage by Private Contractor” chapter.

2.9 Road Crossings: The standard for a road crossing surface installed and maintained by the BNSF is

concrete plank (for 141-lb. rail) placed on 10-ft. switch ties. Also, ten each 10-ft. switch ties are placed on both ends of the crossing, replacing any standard crossties. For crossings installed and maintained by the Customer, a concrete plank is recommended, with a wood plank surface as acceptable (see Appendix, pages A-41 to A-43).

2.10 Clearances: BNSF will adhere to the "Clearance Requirements by State," BNSF Dwg. No. 2509, Sheet No. 2 (see Appendix, page A-44) for each state. If a state does not have its own clearances, the "BNSF Minimum Clearances Diagram," BNSF Dwg. No. 2509, Sheet No. 1 (see Appendix, page A-45) will apply. Side clearances for curves should have an additional 1-1/2" per degree of curvature. All effort should be made to provide adequate clearances. In the event clearances cannot be provided for as prescribed, warning signs will be installed and they must be illuminated at night (see Appendix, page A-46). Any clearances not meeting State or BNSF requirements must be reviewed and approved by BNSF Engineering.

All loading/unloading equipment that fouls the clearance envelope during operation must positively lock in a non-fouling position when not in use.

All new tracks constructed will maintain a minimum distance of 25 feet for track centers from any main track, controlled siding or passing track. New tracks adjacent to other tracks will maintain a minimum distance of 14 feet for track centers.

At road crossings the set-back distance for storing rail cars on multiple adjacent tracks (track centers less than 25') is 250 feet from the edge of roadway. For single tracks, the setback distance varies for each state and is regulated by the states' appropriate agencies**, but 150 feet from the edge of roadway is the minimum.** However, operating conditions may require greater distances.

2.11 Walkways: Walkways on bridges and adjacent to switches and trackage are governed by the appropriate State Public Service Commission, Railway Commission, or other State and/or Federal agencies. However, the example on page A-11 depicts requirements for most states. Walkway ballast shall be BNSF Class 2 (AREMA Size 5) and no larger than 1” in size (ballast gradation shown on page 24).

2.12 Signals and Utility Service: Customer shall provide electrical service to BNSF property should the proposed trackwork require power for the signal facilities. The requirement and locations will be identified by BNSF Engineering and communicated to the customer. If the service will include providing power to one or more switch heaters, a minimum of 200 Amp, Single Phase, 120/240-volt service, with meter socket and service disconnect is required. The service disconnect shall be a minimum of 200 amp, 2 pole breaker by either Cutler Hammer or Square D (QO style), with the meter socket requirement as per the power company specifications. No additional electrical panels are necessary as BNSF will take a feeder from the load side of the 200-amp service disconnect switch. The service may be either overhead or underground. All electrical installations will be made in accordance with the prevailing State/local electrical code(s), or if there is none, the current edition of the National Electrical Code will govern the installation. If an electric switch heater is not involved, 100 Amp service will be sufficient.

Customer shall also provide natural gas service to BNSF property should the proposed trackwork require the installation of one or more switch heaters. The requirement and locations will be identified by the BNSF project representative. The service shall be capable of delivering 600- 900 thousand BTUs per heater per location required. The actual pressure shall be requested from BNSF for each project specifically (typical pressure should be around 6 psi).

2.13 Inspection of Materials and Track: BNSF's Engineering representative should inspect all track materials prior to placement to avoid subsequent removal of sub-standard material. BNSF personnel will inspect the completed track before placing it into service.

2.14 General:

2.14.1 Loading and unloading tracks must be designed so that they are completely independent of railroad operating lines and passing tracks such that loading and unloading operations in no way interfere with train operations. Design of trackage must be approved by BNSF Engineering.

2.14.2 Utility installations may require a permit. Refer to "BNSF Utility Accommodation Policy" booklet (https://www.bnsf.com/bnsf-resources/pdf/about-bnsf/utility.pdf). Pipelines under track are to be encased per BNSF requirements. Wirelines are to be installed per BNSF requirements. Utilities within 50 feet beyond the end of track must be underground and protected as if they were under the track.

2.14.3 The effect on sight distance must be considered when planning construction of trackage in the vicinity of any grade crossings. The required sight distance should be determined and preserved when performing and designing for construction near any grade crossing. Less than the required sight distance will be the liability of the Customer.

2.14.4 Maintenance of Way Operating Rule No. 6.32.4: "Leave cars, engines, or equipment clear of road crossings and crossing signal circuits. If possible, avoid leaving cars, engines, or equipment standing closer than 250 feet from the road crossing when there is an adjacent track (<25' track centers)."

2.14.5 The effect on queuing distance of a crossing must be considered when planning the extension of a track across a grade crossing. The proposed plans shall not cause vehicles to be trapped in between tracks, cause vehicles to have to stop on a track while waiting in queue for a crossing to clear, or to cause excessive highway congestion by reducing the queuing distance of an existing crossing. Adding new public crossings or adding more tracks to an existing public crossing will be reviewed by BNSF Engineering and the appropriate entity with jurisdiction over the crossing (Typically the State's Department of Transportation).

2.14.6 An earthen berm (see Appendix, page A-17) or suitable bumping post shall be installed at the end of track. Also, a red retro-reflective marker shall be placed at the end of track.

2.14.7 Customer is responsible for all grading including placing all subballast up to BNSF ballast and the placement of a construction pad. BNSF rough site grading is for general commercial viability. Customer understands that they may need to perform additional grading based on customer needs for operation of their location.

2.14.8 Customer is to acquire any additional property required to construct grade and drainage. If the proposed trackage or facility will increase runoff onto BNSF property, a detailed drainage plan needs to be submitted for review prior to construction. Drainage should be handled in a manner as not to increase current drainage structures on BNSF property.

2.14.9 Contractor must not at any time foul the main line tracks. A BNSF flagman will be required, at the Contractor's expense, when working within 25 feet from centerline of the track, which would include, but not limited to, work that could foul a track, such as with a large crane, excavation activities that could undermine a track, and overhead wire work which could potentially fall onto the track. Billing for the flagman is separate from the cost for BNSF portion of the track work. Current cost for BNSF flagging is approximately

$1,800 per day with billing based on actual charges.

2.14.10 Appropriate access must be provided for BNSF to drive an SU-40 maintenance truck (See AASHTO's "A Policy on Geometric Design of Highways and Streets", a.k.a. the "AASHTO Green Book") to the proposed installations to be installed and/or maintained by BNSF or other existing BNSF infrastructure. If switch heaters are required at locations where the installation of a natural gas supply is infeasible, the access must be sufficient for refueling trucks to access the switch heater area. Depending on the location and the fuel providers of the region, refueling trucks may exceed the size of a SU-40 vehicle. Additional requirements related to the backing up of vehicles may be active in certain operating regions, which affects turnaround designs. Consult your project representative for additional region-specific requirements.

3. Standards for Unit Train/Loop Facilities

3.1 Roadbed: Roadbed and ballast section for industrial trackage shall conform to the special roadbed section (see Appendix, page A-13), and to the ballast material requirements on page 24.

3.2 Curvature: Maximum degree of curve shall not exceed 7°30' (764.49' radius). All curves are defined using the chord definition method. Minimum tangent lengths between reversing curves must meet AREMA Chapter 5, Table 5-3-11. No turnouts (switches) can be placed in a curve.
Curves exceeding 7°30' will require review and approval from BNSF Engineering. Such curves may require one or more of the following mitigation measures, at BNSF's discretion:

Unit Train				
Curvature	**< 7°30'**	**7°30' to < 10°**	**10° to < 14°30'**	**≥ 14°30'**
Mitigation Required	None; premium fasteners preferred	Premium Fasteners	Premium Fasteners	**No cars longer than 85'**
			Tie integrity: Class 3 tie condition	Premium Fasteners
			Tie plate cutting/rail seat abrasion per BNSF EI 7	Tie integrity: Class 5 tie condition
			Rail wear per BNSF EI Table 6-1	Tie plate cutting/rail seat abrasion per BNSF EI 7
			Rail size per BNSF EI Table 6-2	Rail wear per BNSF EI Table 6-1
				Rail size per BNSF EI Table 6-2
				Optional:
				Gage face lubrication
				Top of rail friction modifier

3.3 Profile Grade: Track profile grades shall be limited to a maximum of 1.5%. For loop tracks, the maximum grade will be 0.5%. Other restrictions may be defined for individual projects. A flat grade (0.0%) should be maintained through loading/unloading areas, with a maximum 0.20% grade sloping downwards away from BNSF main or connecting track.

3.4 Vertical Curves: Vertical curves must be provided at break points in profile grade. The rate of change shall not exceed 1.0 in summits or 0.5 in sags. Vertical curves shall not extend into limits of turnout switch ties. See Appendix, pages A-47 and A-48 for BNSF's standard for vertical curves.

3.5 Track: For New Unit Train Facilities minimum rail section is 115-lb and continuous welded rail (CWR) is recommended. Hardwood ties shall be new 7" X 8" (No. 4) or 7" X 9" (No. 5), 8'-6" long, placed on 21.5" centers with a 6" ballast section. Rail anchorage shall be provided at a minimum rate of 16 anchors per 39' panel. Continuous welded rail (CWR) shall be box-anchored every other tie.

Concrete ties can be spaced at 28” center to center with an 8” ballast section. CWR is recommended when using concrete ties. M-10 steel ties (10mm or 13/32” section) can be used in unit facility tracks and are spaced at 24” centers with 8” ballast section.

3.6 Turnouts: All main line, controlled siding and passing track turnouts will be a minimum new No. 11-141 lb. and include either a spring-rail frog or a rigid, railbound manganese frog, as specified by BNSF Engineering. For other turnouts maintained by BNSF, a No. 11-115 lb. is the minimum (see Appendix, pages A-22 to A-33). Main line turnout switch ties shall be new and hardwood. All mainline, controlled siding and passing track turnouts and trackage are to be placed by BNSF personnel out to the 14' clearance point. All joints on the side of turnout receiving majority oftraffic will be thermite welded.

Mainline, controlled siding and passing track turnouts will require the placement of a construction pad alongside the track to allow assembly of the turnout, with no disruption to traffic. After the turnout is assembled, a track window is obtained to remove the trackage and insert the turnout. An example of a construction pad is shown (see Appendix, page A-16).

For turnouts placed off of BNSF property and/or maintained by the Customer, and operated by BNSF, a No. 11 - 115 lb. turnout will be the minimum. All switch stands need to include a "30 Degree" handle (see Appendix, page A-37), and a target with alternating green and yellow colors indicating switch position (page A-38).

Switch heaters are required for mainline turnouts where snow and ice present operational challenges. If a power turnout requires a switch heater, the power derail will require one also. The cost estimate will include installation of the switch heaters when required.

Mainline turnouts must be placed at least 200 feet from the end of a mainline curve. Industry turnouts within the facility must be placed at least 100 feet from the end of any curve. Minimum tangent lengths from PT of equivalent turnout curve to any curve at the heel end of a turnout shall not be less than AREMA Chapter 5, Table 5-3-11

3.7 Derails: A derail shall be placed on all tracks connecting with a main line, siding, or industrial lead. Derails protecting mainline tracks and controlled sidings shall be double switch point or sliding derail with crowder (see BNSF Standard Plan 2400) and installed so that the derailed car is directed away from BNSF trackage. Use of sliding derails must be approved by the Division GM.

A power derail is required when the mainline turnout is powered, and BNSF will install track and signal from the point of switch to the insulated joints just beyond the power derail. Derails protecting mainline tracks shall be placed a minimum of 100 feet behind the 14' clearance point and placed on tangent track where possible. Derails protecting other-than-mainline tracks shall be placed a minimum of 50 feet behind the 14' clearance point and placed on tangent track where possible. The type of derail and actual location may be determined by BNSF Operating Department requirements. A “Derail” sign needs to be placed next to the derail, BNSF Standard 3028 or otherwise approved.

3.8 Structures: Bridges, drainage structures, track hoppers, retaining walls, etc. shall be designed to carry Cooper E-80 live load with diesel impact. Structures shall be designed per American Railway Engineering and Maintenance of Way Association (AREMA) Manual chapters 1, 7, 8, or 15 as applicable, and designed by a licensed engineer. See AREMA standards for unloading pits (Chapter 15, Section 8.4). All structural plans will need to be reviewed and accepted by BNSF Engineering. Gratings covering open pits must be bolted in place.

If a project creates the need for existing structures (including BNSF’s structures) to be modified, the modifications shall be accounted into the customer’s scope of work of the project, subjected to BNSF’s review and approval. For drainage related structures, additional information is included in “Culverts” section within the “Specifications for Construction of Industry Trackage by Private Contractor” chapter.

3.9 Road Crossings: The standard for a road crossing surface installed and maintained by the BNSF is concrete plank (for 141-lb. rail) placed on 10-ft. switch ties. Also, ten each 10-ft. switch ties are placed on both ends of the crossing, replacing any standard crossties. For crossings installed and maintained by the Customer, a concrete plank is recommended, with a wood plank surface as acceptable (see Appendix, pages A-41 to A-43).

3.10 Clearances: BNSF will adhere to the "Clearance Requirements by State," BNSF Dwg. No. 2509, Sheet No. 2 (see Appendix, page A-44) for each state. If a state does not have its own clearances, the "BNSF Minimum Clearances Diagram," BNSF Dwg. No. 2509, Sheet No. 1 (see Appendix, page A-45) will apply. Side clearances for curves should have an additional 1-1/2" per degree of curvature. All effort should be made to provide adequate clearances. In the event clearances cannot be provided for as prescribed, warning signs will be installed and they must be illuminated at night (see Appendix, page A-46). Any clearances not meeting State or BNSF requirements must be reviewed and approved by BNSF Engineering.

All loading/unloading equipment that fouls the clearance envelope during operation must positively lock in a non-fouling position when not in use.

All new tracks constructed will maintain a minimum distance of 25 feet for track centers from any main track, controlled siding or passing track. New tracks adjacent to other tracks will maintain a minimum distance of 14 feet for track centers.

At road crossings the set-back distance for storing rail cars on multiple adjacent tracks (track centers less than 25') is 250 feet from the edge of roadway. For single tracks, the setback distance varies for each state and is regulated by the states' appropriate agencies**, but 150 feet from the edge of roadway is the minimum.** However, operating conditions may require greater distances.

3.11 Walkways: Walkways on bridges and adjacent to switches and trackage are governed by the appropriate State Public Service Commission, Railway Commission, or other State and/or Federal agencies. Due to revised FRA Airbrake and Train Handling Rules, outbound trains are required to have an airbrake inspection on both sides of the train. New shuttle projects will be required to have a minimum 13' inspection road on one side and a minimum 8.5' walkway on the other. See Appendix pages A-14 and A-15 for typical sections of roads and walkways. Walkway ballast shall be BNSF Class 2 (AREMA Size 5) and no larger than 1” in size (ballast gradation shown on page 24).

3.12 Signals and Utility Service: Customer shall provide electrical service to BNSF property should the proposed trackwork require power for the signal facilities. The requirement and locations will be identified by BNSF Engineering and communicated to the customer. If the service is for an electric switch heater, a 200 Amp, Single Phase, 120/240-volt service, with meter socket and service disconnect is required. The service disconnect shall be a 200 amp, 2 pole breaker by either Cutler Hammer or Square D (QO style), with the meter socket requirement as per the power company specifications. No additional electrical panels are necessary as BNSF will take a feeder from the load side of the 200 amp service disconnect switch. The service may be either overhead or underground. All electrical installations will be made in accordance with the prevailing State/local electrical code(s), or if there is none, the current edition of the National Electrical Code will govern the installation. If an electric switch heater is not involved, 100 Amp service will be sufficient. **Customer shall also provide natural gas service to BNSF property should the proposed trackwork require the installation of one or more switch heaters.** The requirement and locations will be identified by the BNSF project representative. The service shall be capable of delivering 600- 900 thousand BTUs per heater per location required. The actual pressure shall be requested from BNSF for each project specifically (typical pressure should be around 6 psi).

3.13 Access Road: Unless otherwise directed a road will be required that will provide access to inspect

the entire train prior to movement from the facility. Due to revised FRA Airbrake and Train Handling Rules, outbound trains are required to have an airbrake inspection on both sides of the train. New shuttle projects will be required to have a minimum 13' inspection road on one side and a minimum 8.5' walkway on the other. See Appendix pages A-14 and A-15 for typical sections of roads and walkways. A standard section with a 13-ft wide roadway is shown in the Appendix, page A-15. The roadway can be constructed using subballast materials as specified in the Grading & Embankment section of this document, page 20.

3.14 Inspection of Materials and Track: BNSF's Engineering representative should inspect all track materials prior to placement to avoid subsequent removal of sub-standard material. BNSF personnel will inspect the completed track before placing it into service.

3.15 General:

3.15.1 Loading and unloading tracks should be designed so that they are completely independent of railroad operating lines and passing tracks such that loading and unloading operations in no way interfere with train operations. Design of trackage must be approved by BNSF Engineering.

3.15.2 Utility installations may require a permit. Refer to "BNSF Utility Accommodation Policy" booklet (https://www.bnsf.com/bnsf-resources/pdf/about-bnsf/utility.pdf).Pipelines under track are to be encased per BNSF requirements. Wirelines are to be installed per BNSF requirements. Utilities within 50 feet beyond the end of track must be underground and protected as if they were under the track.

3.15.3 The effect on sight distance must be considered when planning construction of trackage in the vicinity of any grade crossings. The required sight distance should be determined and preserved when performing and designing for construction near any grade crossing. Less than the required sight distance will be the liability of the Customer.

Maintenance of Way Operating Rule No. 6.32.4:
"Leave cars, engines, or equipment clear of road crossings and crossing signal circuits. If possible, avoid leaving cars, engines, or equipment standing closer than 250 feet from the road crossing when there is an adjacent track (<25' track centers)."

3.15.4 The effect on queuing distance of a crossing must be considered when planning the extension of a track across a grade crossing. The proposed plans shall not cause vehicles to be trapped in between tracks, cause vehicles to have to stop on a track while waiting in queue for a crossing to clear, or to cause excessive highway congestion by reducing the queuing distance of an existing crossing. Adding new public crossings or adding more tracks to an existing public crossing will be reviewed by BNSF Engineering and the appropriate entity with jurisdiction over the crossing (Typically the State's Department of Transportation).

3.15.5 An earthen berm (see Appendix, page A-17) or suitable bumping post shall be installed at the end of track. Also, a red retro-reflective marker shall be placed at the end of track.

3.15.6 Customer is responsible for all grading including placing all subballast up to BNSF ballast and the placement of a construction pad, if required. BNSF rough site grading is for general commercial viability. Customer understands that they may need to perform additional grading based on customer needs for operation of their location.

3.15.7 Customer is to acquire any additional property required to construct grade and drainage. If the proposed trackage or facility will increase runoff onto BNSF property, a detailed drainage plan needs to be submitted for review prior to construction. Drainage should be handled in a manner as not to overload current drainage structures on BNSF property.

3.15.8 Contractor must not at any time foul the main line tracks. A BNSF flagman will be required, at the Contractor's expense, when working within 25 feet from centerline of the track, which would include, but not limited to, work that could foul a track, such as with a large crane, excavation activities that could undermine a track, and overhead wire work which could potentially fall onto the track. Billing for the flagman is separate from the cost for BNSF portion of the track work. Current cost for BNSF flagging is approximately $1,800 per day with billing based on actual charges.

3.15.9 Adequate lighting must be provided for train crews working at night. Work areas near switches, gates, doors, pits and buildings should be illuminated to prevent walking/tripping hazards and allow crewmen riding rail cars to see without reliance upon a flashlight.

3.15.10 A track to set out bad order cars unsuitable for loading or unloading needs to be added to the overall design. Set out track should be long enough to place at least 5 rail cars and be accessible to a repair crew. A locomotive tie-up track may also need to be incorporated into the design. This need will be determined at the on-site meeting.

3.15.11 Appropriate access must be provided for BNSF to drive an SU-40 maintenance truck (See AASHTO's "A Policy on Geometric Design of Highways and Streets", a.k.a. the "AASHTO Green Book") to the proposed installations to be installed and/or maintained by BNSF or other existing BNSF infrastructure. If switch heaters are required at locations where the installation of a natural gas supply is infeasible, the access must be sufficient for refueling trucks to access the switch heater area. Depending on the location and the fuel providers of the region, refueling trucks may exceed the size of a SU-40 vehicle. Additional requirements related to the backing up of vehicles may be active in certain operating regions, which affects turnaround designs. Consult your project representative for additional region-specific requirements.

4. Survey and Plan Requirements

4.1 Surveying on BNSF Right of Way: In order to protect BNSF's investment of its Right of Way (ROW) and for the safety of persons coming onto BNSF property, BNSF requires all parties entering or performing work on the right-of-way to secure appropriate agreement and insurance before beginning any type of work. Please consult the BNSF project representative and the section "Requirements for Working on BNSF Right of Way" before proceeding.

4.1.1 Grading and alignment stake out and re-staking is the responsibility of the customer, including the portions to be installed by BNSF forces. ***BNSF project stake out shall not include the point of intersection (PI)***. All stake out locations shall be documented by photographs. We encourage marking up photographs to demonstrate the stakes' corresponding feature to minimize misunderstanding. They shall be sent to the BNSF project representative (the BNSF inspector coordinator) when completed. The stakeout guidelines listed below illustrate the various responsibilities of the customer relative to the stage of the project:

		Power Switch Projects Only	
Project Stage	Pt. of Switch (PSw)	Pt. of Derail (Derail)	Alignment
Conceptual: Allows for proper visualization of preliminary site visit.	✓		
Pad Completion: Enables crews to unload and assemble the switch at the correct locations.	✓	✓	
Pre-Install Stake Out: These staked items will be communicated to the BNSF during the pre-install meeting.	✓	✓	✓

4.1.1.1 Point of Switch: A one page document has been included in A-50 of the Appendix. This stake out shall include rail markings and center of track markings at a minimum. An offset stake is encouraged after the pad is completed. A flagger will be needed for this stake out due to the need to foul the track.

4.1.1.2 Point of Derail: BNSF will construct and install up to the entering signal for the power switch's control point for projects involving power switches. The power derail shall be marked with both a centerline feather and an offset stake. The stake out shall follow the format included in the point of switch stake out document on A-50 of the Appendix with the only difference being replacing "PSw" by the word "Derail".

4.1.1.3 Alignment: BNSF will construct and install up to the enteringsignal for the power switch's control point for projects involving power switches. The alignment stake out shall start from the last long tie to the entering signal's location. Stakes should be in intervals of 100' or less and should include centerline feathers and offset stakes at the edge of the pad or a location that will not be easily damaged by construction equipment.

4.2 Plan Requirements: <u>All plans and drawings need to be prepared electronically in a CADD format</u>. This allows for updates to BNSF's maps and records to be done electronically. All information is to be in English units. Plan submittals should be in Adobe's Acrobat pdf format, with 11" x 17" sheet size. Plan submittals must include completed checklists (see pages 19-22). Upon approval, BNSF Engineering will revise the project schematic, if necessary.

Plan View Scale: 1" = 50'
Profile View Scale: 1" = 50' horizontal and 1" = 5' vertical
Cross Sections Scale: 1"=10' horizontal and vertical

4.2.1 BNSF Engineering Plan Submittals – Definitions

Conceptual – An alignment plan showing existing track and features along with proposed changes, and the official operating plan. This will be used for the New Business Review (NBR).

30% Design – All items from the conceptual submittal plus plan/profile sheets, cross-sections, typical sections, at-grade crossing plans, drainage plans, revisions from changes due to land and utility negotiations, and 30% structure plans. This plan will be used for the walk-thru inspection and schematic approval.

90% Design - All items from the 30% submittal plus revisions from the walk-thru inspection, culvert extensions, at-grade crossing plans, and 60% structure plans (e.g. pit plans, catwalks, and sheds).

Final Track Plan – All items in 30% and 90% with all relevant details and revisions incorporated from previous comments. Specifications and details included.

As-Built Submittal – The plan/profile sheets updated with post-construction locations as surveyed.

4.2.2 Provide an Operating Plan

Prepare a sketch (does not have to be to-scale) showing in-bound and out-bound switching plans and lengths of tracks to be used. Prepare multiple sketches to show the position of cars and locomotives at different stages of switching/loading/unloading together with a narrative describing the movements depicted by the multiple sketches.

In developing track lengths for operating plans, designers shall be aware that:

- Switches cannot be thrown unless the closest on track equipment is at least 50' from the point of switch
- Cars shall not come within 25' of the end of track bumper at any time
- Parked cars shall be at least 50' or more from the clearance point of a turnout if the other side of the turnout is to be safely used by BNSF crews.
- If a power turnout is required, industry switching cannot come within 50' of the proposed entering signal location of the control point
- If a manual turnout and derail is used, industry switching cannot come within 50' of the proposed point of derail location

Customers are encouraged to reference this document, including standard plan drawings, in the construction specifications.

Conceptual Plan Submittal Checklist:

- ☐ Furnish Milepost and Line Segment in the Title Block, along with name of Industry and date of plan preparation. Contact information for engineering firm should also be included on plans.
- ☐ BNSF Milepost location and BNSF stationing information for switches on proposed on BNSF tracks (Lat/Long information for power switch projects)
- ☐ Curvatures not exceeding 7-30 (unit train) or 10-00 (manifest) without BNSF Approval
- ☐ Design will conceptually allow grades not exceeding 0.5% on receiving/departure tracks
- ☐ Design will conceptually allow grades not exceeding 1.5% on any tracks
- ☐ Track centerline distances from BNSF mainline and for inspection roads & ATV inspection paths
- ☐ Switch sizes for all switches
- ☐ Culverts to be abandoned/extended/replaced for those under BNSF tracks
- ☐ Designated unit train receiving/departure tracks and/or manifest tracks
- ☐ Added tracks across existing BNSF at grade crossings, or additional crossings proposed across public roadways
- ☐ Additional bridges next to existing BNSF infrastructure
- ☐ Distances from proposed turnouts to existing critical BNSF infrastructure
    - ☐ To abutments of BNSF bridges
    - ☐ To the edge of BNSF crossings
    - ☐ To the closest start of BNSF curve (i.e. the distance from the spiral to the PSw/last long tie)
- ☐ Basic property limits & railroad Right of Way lines
- ☐ Graphical operating plan including but not limited to loading and unloading tracks, loop tracks, etc.
- ☐ Include a description of work to be performed by BNSF. Example: “Construct 185 track feet including a #11-141 lb. turnout from point of switch to clearance point, raise railroad pole line, adjust signals.”
- ☐ Include a description of work to be performed by the contractor. Example: “Construct remaining trackage from clearance point to end, place wheel stops, install plank crossing and signs, perform all grading, install all drainage structures, install double switch point derail, provide electrical service to a point opposite the proposed switch locations.”
- ☐ Include a list of track materials to be used by the contractor. Example: “115-lb continuous welded rail (CWR) on #4 new cross-ties, #11-115lb BNSF standard turnouts, 32-ft full depth timber crossing planks to be placed in new construction.
- ☐ Effective track capacities of proposed/modified tracks as measured from clear points and including any necessary setbacks (derails, clearance points such as grade crossings, end-of-track, etc.)
- ☐ For hazardous shipments, design follows AAR OT-55, “Recommended Railroad Operating Practices For Transportation of Hazardous Materials”
- ☐ Variances requested in writing in order to be approved. Only BNSF-approved variances to be shown on conceptual layout. Submit approved variances with concept plans.

30% Design Drawings Submittal Checklist:

- ☐ 30% checklist with conceptual checklist included
- ☐ Track Plan alignment included
  - ☐ Dimension from proposed BNSF switch locations to an identifiable fix object in the field (For practicality, shall be in the direction of the track)
  - ☐ Derail location stationing, left or right hand derail, and derail type
  - ☐ Crossing location(s) with stationing and width included
  - ☐ PC/PT stationing on all curves included
  - ☐ Curvature information on all curves included
  - ☐ 14.21' clearance point stationing included
  - ☐ Point of switch stationing included (PSw)
  - ☐ End of track stationing and structures included
  - ☐ Culvert/other pipe crossings included
  - ☐ Location of connection structures to existing drainage systems
- ☐ Access roadway information called out
  - ☐ Turnout pad sizes called out
  - ☐ Turnarounds/Access at turnout pad determined
- ☐ Track profile plan included
  - ☐ Vertical curves included
  - ☐ Vertical curves geometry (grade, length, PVC, PVI, PVT, rate of change, etc.)
  - ☐ Culvert/other pipe structures included on profile and cover & depth noted
  - ☐ Cover information on culvert/other pipe structures to top of subgrade & base of rail
- ☐ BNSF construction coordination sheet for power turnout projects (One page blow up sheet of pad size, signal house locations, key asset locations such as the derail and the signal locations)
- ☐ Cross section drawings with typical sections, rail and ballast gradation(s) included
- ☐ Grading limits plan
- ☐ Survey monuments/control point locations
- ☐ Utility relocates on the BNSF right-of-way with owner information
- ☐ Utility relocates off of BNSF right-of-way with owner information
- ☐ Separate sheet for each public crossing proposed / modified including information
  - ☐ Distance from turnouts to nearest crossings
  - ☐ Crossbucks locations / Lights & gates locations
  - ☐ Access roadway locations
  - ☐ Signal house locations (if applicable)

- ☐ Distance between multiple track crossings (if applicable)
- ☐ DOT # (if crossing is existing)
- ☐ Queuing distance from adjacent roadways (if applicable)
- ☐ Contour information of surrounding terrain (use light gray lines for contours)
  - At least 300’ on each side parallel to the direction of the track
  - At least 100’ on each side parallel to the direction of the roadway
- ☐ City, county, and governing roadway authority information

90% Design Drawings Submittal Checklist:

- ☐ 90% checklist with 30% checklist included
- ☐ Clearance submittal for all structures coming within 15’ of the centerline of the closest track
- ☐ Clearance submittal for all structures crossing above any track in the facility
- ☐ Finalized drainage plan
  - ☐ Culvert extensions finalized
  - ☐ Culvert locations finalized with cover information requested in 30%
  - ☐ Line drawings for all pipe crossings/drainage structures under existing or proposed tracks that will be impacted by the project
  - ☐ Pre-project drainage pattern with pre-project terrain contours
  - ☐ Post-project drainage pattern with (if available, include post-project terrain contours)
- ☐ Finalized access roadway plan
  - ☐ Final turnout pad access routes
  - ☐ Final crossing locations internal to facility
- ☐ Structure locations included (i.e. building sheds, catwalks, etc.)
- ☐ H&H studies included in submittal (if required)
- ☐ 100% signed and sealed plans for structures included (Only structures that affects track stability or track clearance will require reviews. E.g. pit plans, shed plans, catwalks, etc.)
- ☐ Details for transitions between track sections (concrete, steel, industry, mainline)

Final Track Plan / 100% Design Plan Submittal Checklist:

- ☐ 100% checklist with 90% checklist included
- ☐ Signage plans included
- ☐ Sign locations included
- ☐ Lighting plan included
- ☐ Details included
  - ☐ Switch geometry details
  - ☐ Stand details
  - ☐ Crossing details
  - ☐ Bumper details
  - ☐ Rail weights and tie specifications
  - ☐ Reference to the specifications within the BNSF design guidelines and applicable AREMA guidelines
  - ☐ Culvert specifications

As-Built Record Drawing Submittal Checklist:

- ☐ Lat/Lon of actual installed BNSF switch location
- ☐ Actual installed location from an identifiable permanent structure in the field
- ☐ Alignment deviations of actual installed track
- ☐ Actual lengths of tracks and effective lengths of tracks

5. Specifications for Construction of Industrial Trackage by Private Contractor

5.1 Contractor's Responsibility: By acceptance of the contract the contractor assumes complete responsibility for construction of the work. The Contractor should understand that any work not specifically mentioned in the written specifications, but which is necessary, either directly or indirectly, for the proper carrying out of the intent thereof, shall be required and applied, and will perform all such work just as though it were particularly delineated or described. Contractor should also understand that final approval of the track for service is the prerogative of BNSF and close contact with BNSF's Engineering Representative is required. No work is to be performed on BNSF's right-of-way, or in such proximity as to interfere with BNSF's tracks or roadbed, without advance permission by BNSF, including insurance and if necessary, flagging protection.

5.2 Insurance Requirements: Contained within the Contract for Industrial Track Agreement to be executed prior to construction.

5.3 Grading & Embankment: The work covered by this section of the specifications consists of furnishing all plant, labor, material and equipment and performing all operations in connection with construction of track roadbed, including clearing and grubbing, excavation, construction of embankments and incidental items, all in accordance with the contract drawings and specifications.

The Contractor shall load, haul, spread, place and compact suitable materials in embankments and shall finish the embankments to the grade, slope and alignment as shown in the plans. Suitable materials shall consist of mineral soils free from organics, debris, and frozen materials. Embankment slopes shall be compacted and dressed to provide a uniform and dense slope. Embankments shall be built with approved materials from excavation of cuts or from borrow unless otherwise shown on the plans.

If materials unsuitable for embankments (organics, debris, brush and trees, etc.) are encountered within the areas to be excavated, or material existing below the designated subgrade in cuts or within areas on which embankments are to be placed are of such nature that stability of the roadbed will be impaired, such materials shall be removed and wasted or stockpiled for other use. Topsoil removed from embankment areas shall be spread uniformly over the embankment slopes.

Unsuitable material removed from embankment foundations or below subgrade elevation in excavation areas shall be replaced to grade with suitable material compacted as specified for embankments in these specifications.

Wherever an embankment is to be placed on or against an existing slope steeper than four horizontal to one vertical (4:1 slope), such slope shall be cut into steps as the construction of the new embankment progresses. Such steps shall each have a horizontal dimension of not less than three feet and a vertical rise of one foot.

At all times, the Contractor shall operate sufficient equipment to compact the embankment at the rate at which it is being placed. Compaction shall be accomplished by sheep's foot rollers, pneumatic- tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. Use construction procedures and drainage design that will provide a stable roadbed.

Each layer in embankments made up primarily of materials other than rock shall not exceed 6" in loose depth and shall be compacted to the dry density as specified hereinafter before additional layers are placed. All embankments shall be compacted to a density of not less than 95% of the maximum standard laboratory density, and not more than +4 percentage points above the optimum moisture content, unless otherwise specified on the drawings. The standard laboratory density and optimum moisture content shall be the maximum density and optimum moisture as determined in accordance with ASTM Designation: D 698 (Standard Proctor Test). Copies of soil test results shall be furnished to owner.

On top of the embankment fill, the Contractor shall place a minimum of 6 inches of granular sub-ballast which meets the above criteria and contains no material larger than that which will pass through a (3) inch square sieve. Sub-ballast shall be crushed gravel or crushed stone with a minimum 75% of the material having two fractured faces. Sub-ballast must meet the quality requirements of ASTM Designation: D 1241 and be approved by the Engineer. Additional sub-ballast may be required as determined from an engineering soil analysis.

5.4 Culverts: The minimum diameter for all culverts installed under main tracks or tracks maintained by BNSF is 36 inches. This is to accommodate regular inspection and cleaning. Culverts maintained by the Customer should be 24 inches or larger. Impacts to existing culverts shall be included in the customer's scope of the project.

Culvert extensions with a change in direction or a change in pipe section (including size) is generally not permitted. If the project involves removing/abandoning existing culverts under BNSF tracks, adding additional culverts under BNSF tracks or extending an existing culvert under BNSF tracks, a hydraulic study shall be provided to demonstrate that the post project condition will meet or exceed the existing hydraulic capacity. Projects adjacent to BNSF right-of-way with potential hydraulic impacts to BNSF will also require a hydraulic study. The hydraulic study can be waived if the project area is less than 1.0 Ac and does not have any hydraulic impact to an existing BNSF bridge/drainage structure.

Existing pipes that have to be extended will become the responsibility of the customer in installation, ownership and maintenance. If it is determined by BNSF Structures that an existing pipe cannot be extended in an acceptable manner, the cost of installing an acceptable replacement pipe shall be the responsibility of the customer. Additional guidelines related to pipe installations can be requested from your BNSF engineering project representative.

5.5 Corrugated Metal Culverts: These instructions cover the selection, installation, and fabrication of circular type zinc coated (galvanized) corrugated steel culverts for nominal diameters of 36-inch to 96-inch, inclusive. Additional protective coatings may be specified or allowed by BNSF Engineering.

Galvanized corrugated steel pipe shall be manufactured in accordance with AASHTO Specifications M 36 and M 218. All areas of surface rust on re-corrugated ends or lock seams shall be painted using the hot-dip or metallizing process.

Design, installation, and fabrication shall be in accordance with current American Railway Engineering and Maintenance of Way Association (AREMA) Specifications Chapter 1, Part 4, Culverts. Additionally, all culvert pipes shall meet the requirements shown in Table 1.

TABLE 1

Nominal Diameter (Inches)	Nominal* Corrugation (Inches)	Minimum** Width of Lap (Inches)	Nominal Thickness (Inches)	Thickness U.S. Std. Gage	Rivet** Diameter (Inches)	Max. Cover	Min. Cover
36	2-2/3 x 1/2	2	0.109	12	3/8	40'	***
42	2-2/3 X 1/2	3	0.138	10	3/8	70'	***
42	3 x 1 &5 x 1	3	0.109	12	7/16	70'	***
48	2-2/3 x 1/2	3	0.138	10	3/8	65'	***
48	3 x 1 & 5 x 1	3	0.109	12	7/16	70'	***
54	2-2/3 x 1/2	3	0.168	8	3/8	60'	***
54	3 x 1 & 5 x1	3	0.138	10	7/16	75'	***
60	2-2/3 x 1/2	3	0.168	8	3/8	55'	***
60	3 x 1 & 5 x 1	3	0.138	10	7/16	70'	***
66	3 X 1 & 5 X 1	3	0.138	10	7/16	60'	***
72	3 X 1 & 5 X 1	3	0.168	10	7/16	65'	***
84	3 X 1 & 5 X 1	3	0.168	8	7/16	55'	***
96	3 X 1 & 5 X 1	3	0.168	8	7/16	45'	***

* Where two types of corrugation are acceptable, the use of standard 2-2/3" x 1/2" material is preferred, if available. 5 x 1 corrugations to be used only on helical pipe.

** For riveted pipe.
Pipes 48 inches or greater in diameter shall be shop-elongated 5 percent of their diameter in a vertical direction and have lifting lugs.

*** Minimum cover to be one-half diameter of culvert pipe from top of subgrade to top of pipe.

Due to settlement of culvert pipes, cambering longitudinally is recommended to improve the flow line profile after settlement. This is accomplished by laying the upstream half of the pipe on aflatter grade than the downstream half. Riveted pipe shall be placed with the inside circumferential laps pointing downstream and with the longitudinal laps at the side. Pipes shall be installed with a camber suitable to the height of the cover over the pipe and bearing capacity of the supporting soil.

Firm support must be provided to obtain a satisfactory installation. The filling material adjacent to pipes shall be loose granular material, free from large stones, frozen lumps, cinders, or rubbish. The filling shall be deposited alternately on opposite sides of the pipe in layers not exceeding 6 inches in depth, and each layer shall be thoroughly tamped before placing the next layer. Special care shall be taken in tamping under the lower part of the pipe. For a trench installation, the backfill shall be tamped the entire width of the trench, and for surface installation it shall be tamped not less than one half the pipe diameter out from the sides of the pipe. The density of the backfill after tamping must be at least 95% of its maximum density, as determined by ASTM D 698.

Any other type or size drainage structure shall have approval of BNSF Engineering prior to installation under track locations.

5.6 Utility Crossings: Utility crossings and relocations shall conform to BNSF standards as outlined in the "BNSF Utility Accommodation Policy" (https://www.bnsf.com/bnsf-resources/pdf/about-bnsf/utility.pdf). Applications for utility crossings and relocations are handled by Jones, Lang, LaSalle (JLL), phone number 1- 866-498-6647. Any questions regarding utilities can be directed to the BNSF Engineering representative.

5.7 Curvature and Grades: Tracks will be staked by the customer's surveyor (under flag protection if necessary) and constructed as shown on the approved plans. Any changes to the approved design need to be reviewed by BNSF Engineering or appointed representative.

5.8 Clearances: BNSF will adhere to the "Clearance Requirements By State," BNSF Dwg. No. 2509, Sheet No. 2 (see Appendix, page A-44) for each state. If a state does not have its own clearances, the "BNSF Minimum Clearances Diagram," BNSF Dwg. No. 2509, Sheet No. 1 (see Appendix, page A-45) will apply. Side clearances for curves should have an additional 1-1/2" per degree of curvature. Warning signs will be installed for all close clearances less than standard (see Appendix, page A-46). All loading/unloading equipment that fouls the clearance envelope during operation must positively lock in a non-fouling position when not in use.

5.9 Material: BNSF's Division Engineer representative should inspect all track materials prior to placement to avoid removal of sub-standard material. BNSF personnel will also inspect the track before placing it into service.

5.9.1 Rail: For trackage maintained by the Customer the minimum acceptable rail shall be 112# section (5-1/2" base) and shall be compatible with BNSF standard rail section. For locations where trackage will be maintained by BNSF rail and fastenings shall conform to the BNSF standard rail section in use in that area. Contractor shall contact BNSF Engineering for approved section. Transition rails or compromise joints at the BNSF-Customer interface are the responsibility of the customer. Minimum length shall not be less than 39 feet except in turnouts and shall be free from defects. Rail should be minimum full ball relay rail, not exceeding 3/16-inch wear on any surface. Continuous welded rail (CWR) will need to be de-stressed as soon as possible after laying (see "Procedures for the Installation, Adjustment, Maintenance, and Inspection of CWR in Industry Tracks" Appendix, page A-1 thru A-11). CWR is recommended when using concrete ties. Thermite and flash-butt welds must be placed in crib area between ties. An abrasive rail saw will be used to cut rail—no torch-cutting.

5.9.2 Anchors: Rail anchors shall be new or reconditioned, sized to fit the rail section, and shall be provided per industrial track design criteria on pages 3 and 6. High traffic volumes or unusual grade or alignment problems may require additional anchors as determined by BNSF Engineering. Turnouts shall also be anchored.

5.9.3 Ties: Hardwood ties shall be new 7" X 8" (AREMA No. 4) or 7" X 9" (No. 5), 8'-6" long, placed on 21.5" centers. Switch ties shall have a minimum cross section of 7" x 9" and minimum lengths shall conform to applicable BNSF Standard plans. Concrete ties shall be pre-stressed, measure 11" wide at the bottom and 9" high with a length of 8' 3" and weight of 630 pounds. Concrete ties can be placed on 28" centers provided there is a minimum ballast section of 8" below the tie. Second-hand, or "3/4" concrete ties can be used after inspection and approval from the BNSF Roadmaster. When placing 3/4 ties, the damaged shoulders should be alternated from left to right sides so that they are not on the same side. Steel ties are spaced at 24" centers with 8" ballast section and can be used with timber or concrete ties. Steel ties should not be used within 200 feet of a signal circuit identified by insulated joints.

5.9.4 Turnouts (Switches, Frogs & Guardrails): For Customer installed, owned and maintained turnouts, all parts shall be new or good secondhand, with secondhand parts being free of injurious defects.

5.9.5 **Tie Plates:** Tie plates may be new or secondhand, free of injurious defects and foreign material, conforming to AREMA Specifications, and shall fit rail being used. For rail 110# section and greater, all plates will be double-shouldered.

5.9.6 **Joints:** New or secondhand joints, free of foreign material and without injurious defects, and with 4 or 6 bolt holes, conforming to AREMA requirements, may be furnished to fit rail section for which they are designed. Bolt holes must be drilled with proper equipment. Torch-cutting of bolt holes is not allowed. New or secondhand compromise joints of manufactured type (welded or homemade are not acceptable), free of foreign material and without injurious defects, shall be furnished and used where rail section (weight or design) changes. Rail section by weight shall not be compromised where difference in weight is in excess of 25 lbs. When this becomes necessary, a rail of some weight between the two different rail sections, in excess of 25 lbs., shall be used and the compromise made in two steps. The length of the medium-weight rail should be 39 feet where practical.

5.9.7 **Spikes:** 5/8" x 6" cut track spikes shall be installed. All spikes shall conform to AREMA requirements.

5.9.8 **Track Bolts & Nuts:** Track bolts and nuts shall be installed conforming to AREMA Specifications. Bolts will be correct size and length to fit rail.

5.9.9 **Lock Washers:** One lock washer conforming to AREMA Specifications shall be installed on each track bolt.

5.9.10 **Ballast:** Track ballast shall be BNSF Class 2 (AREMA Size 5) (1" - 3/8") unless a variance request is reviewed and approved by BNSF Engineering. For steel ties, AREMA Class 4A ballast may be used under the tie where required by the tie manufacturer. Ballast shall be free from loam, dust, and other foreign particles and shall not have less than 75% crushed particles with two or more fractured faces, unless otherwise approved by BNSF. Processed ballast shall be hard, dense, of angular particle structure, providing sharp corners and cubicle fragments and free of deleterious materials. Ballast materials shall provide high resistance to temperature changes, chemical attack, have high electrical resistance, low absorption properties and free of cementing characteristics. Materials shall have sufficient unit weight (measured in pounds per cubic foot) and have a limited amount of flat and elongated particles. Unless it meets or exceeds BNSF requirements, slag is not an approved ballast material. Walkway ballastshall be BNSF Class 2 (AREMA Size 5) (1" - 3/8").

SIZE NO.	SQ. OPENING	PERCENT PASSING									
		2 ½”	2”	1 ¾”	1 ½”	1 ¼”	1"	3/4”	1/2”	3/8”	No. 4
BNSF Class 2 (AREMA Size 5)	1” – 3/8”				100		90-100	40-75	15-35	0-15	0-5

5.9.11 **Bumping Post:** An earthen berm (see Appendix, page A-17) or suitable bumping post, approved by the Railroad, shall be installed at the ends of tracks. Also, a red retro-reflective marker shall be placed at the end of track. Cars shall not be parked or spotted closer than 25 feet to the end of the track.

5.9.12 **Derails:** A derail shall be placed on all tracks connecting with a main line, siding, or industrial lead. Derails protecting mainline tracks and controlled sidings shall be double switch point

or sliding derail with crowder (see BNSF Standard Plans 2400 and 2405) and installed so that the derailed car is directed away from BNSF trackage. Use of sliding derails must be approved by the Division GM. A power derail is required when the mainline turnout is powered, and BNSF will install track and signal from the point of switch to the insulated joints just beyond the power derail. Derails protecting mainline tracks shall be placed a minimum of 100 feet behind the 14' clearance point and placed on tangent track where possible. Derails protecting other-than-mainline tracks shall be placed a minimum of 50 feet behind the 14' clearance point and placed on tangent track where possible. The type of derail and actual location may be determined by BNSF Operating Department requirements. A “Derail” sign needs to be placed next to the derail. Timber ties are recommended within 50 feet of a derail.

A second derail may be required where BNSF locomotives are parked during unit train loading operations. BNSF's Operating department will determine the necessity and type. If required, placement will be 275 feet from first derail. A “Derail” sign needs to be placed next to the derail.

5.9.13 Highway Crossings: All crossings shall be approved by BNSF Engineering and local governments as to type and design, in advance of placing order. Effect on sight distance of crossings must be considered when planning construction of trackage in vicinity of public grade crossings not equipped with automatic signals.

5.9.14 Under Track Hoppers or Pits: Plans shall be approved by BNSF Engineering or authorized representative. Specifications for unloading pits are covered in the "AREMA Manual for Railway Engineering," (Chapter 15, Section 8.4). Gratings covering open pits must be bolted in place.

5.10 Track Construction

5.10.1 General: All work shall be of good quality in materials, equipment and workmanship and shall conform in every respect with the specifications and instructions.

5.10.2 Ties: Ties will be unloaded and handled in such a manner as not to damage ties, using approved handling equipment. Ties to be placed at design spacing of 21.5-inch center to center (22 ties/39 feet) for wood, and 28-inch centers for concrete, on the finished subgrade, perpendicular to center line of track with the right-hand ends of ties being parallel. Exception: On curves, align the ties to the inside of the curve. All joints are to be suspended between ties. Top surface of ties shall be clean and smooth to provide full bearing for tie plates. Lay wood ties with heartwood face down, and if not possible to determine position of the heartwood, lay the widest surface of the tie down. If spikes are pulled from any tie, hole shall be filled by driving in a treated wood tie plug the full depth of the hole. Boring or adzing of ties shall be kept to a minimum.

5.10.3 Tie Plates: Double-shouldered tie plates will be used on all ties and set in position with cant surface sloping inward, making sure they are firmly seated and have full bearing. After rails are in place, shoulder of plates shall be in full contact with outside edge of rail base.

5.10.4 Rails: Assemble joints before fastening rails to ties, using joint bars with full number of track bolts and spring washer for each bolt, first removing loose mill scale and rust from contact surfaces or joint bars and rails. In laying secondhand rail, care must be taken to rail end mismatch at the joints. Under no circumstances must rail be struck in web with tool or any metal object. The right-hand rail facing in direction of increasing construction shall be spiked

to ties, and the opposite rail shall be brought to gage of 4' 8-1/2", measured at right angles between the rails, in a place 5/8" below top of rail. A track gauge manufactured for the purpose of measuring gage should be used rather than a tape measure. Gage is to be checked at every third tie. Do not strike rail directly with a maul, either on top when driving spikes, or on side to obtain track gage. Rail shall be laid with staggered joints. Joints shall be located as nearly as possible to the middle of the opposite rails with the following variation: (a) except through turnouts, the staggering of the joints on one side shall not vary more than 6' in either direction from the center of the opposite rail.

Continuous welded rail (CWR) will need to be de-stressed as soon as possible after laying (see "Procedures for the Installation, Adjustment, Maintenance, and Inspection of CWR in Industry Tracks" Appendix, pages A-1 thru A-11). The completed "Record of Neutral Temperature of Welded Rail as Laid" form will be completed and presented to the BNSF Engineering representative at time of final track inspection.

5.10.5 Joints: If necessary to force joint bar into position, strike lower edge of bar lightly with 4-lb. maul. Do not drive bolts in place. Tighten bolts in sequence, beginning at joint center and working out to ends. Bolts are to be tightened to a range of 20,000 to 30,000 ft.-lbs. tension. If a bolt tightening machine is not used, a standard track wrench with a 42" long handle may be used. At the time of installation, rail expansion shims of softwood not over 1" width shall be placed between the ends of adjacent rails to ensure proper space allowance for expansion required by the rail temperatures in the following table, and shall be left in place:

39-ft Rail

Temperature Deg. F	**Expansion**
Over 85	None
66 to 85	1/16
46 to 65	1/8
26 to 45	3/16
6 to 25	1/4
Below 6	5/16

5.10.6 Bending Stock Rails: Use approved rail bending equipment. Make bends uniform and accurate for all stock rails.

5.10.7 Spiking to Wood Ties: Rails shall be spiked to every tie, using not less than 2 spikes for each rail at each tie. Drive spikes through tie plate holes into ties, located diagonally opposite each other but not less than 2" from edge of tie. Start and drive spikes vertically and square with rail. Take care to avoid slanting, bending, or causing sideways movement of spike. Each rail will be spiked with two spikes per tie plate on tangent track staggered with inside spikes to the east or north and outside spikes to the west or south. On curves a third spike is required on the gage side of the rail. Spikes should not be placed in the slots on skirted joint bars when such practice can be avoided by providing other plates with a hole pattern that will clear the skirts. When spikes are driven by machine, work shall be closely supervised to see that they are driven with hammer centered exactly over each spike head and drive spike vertically. Set stop bolt on the machine to prevent over-driving. Withdraw spikes that are incorrectly driven and fill hole by driving a tie plug to full depth of hole. Locate replacement spike at another hole in tie plate and tie.

5.10.8 Ballast and Surfacing: Raise track by means of jacks placed close enough together to prevent excessive bending of rails or strain on joint. Lift both rails simultaneously and as

uniformly as possible. Power jack may also be used. Each track raise shall not exceed 4" with ties tamped prior to additional raise.

5.10.9 Unloading and Tamping Ballast: Unload and level down ballast by most practical means, taking care not to disturb grade stakes. Perform tamping, using power tamping machines wherever possible, or manually, using approved AREMA tamping tools appropriate for type of ballast being placed. Tamp each layer of ballast from a line 15" inside each rail, on both sides of and to the ends of ties. Center area between these limits shall be filled lightly with ballast but not tamped. At turnouts and crossovers, tamp ballast uniformly for full length of ties. Tamping shall proceed simultaneously at both ends of same tie, making sure ballast is forced directly under the ties and against sides and ends of ties.

5.10.10 Finishing and Dressing: Dress ballast in conformance with dimensions shown on drawings, placing additional ballast material as necessary. When placing pavement up to the track and flush with top of rail it is important to make sure water drains away from the track. This will prevent pooling and freezing which create hazardous walking conditions. Lines should be painted 10 feet parallel to the centerline of track on both sides to serve as visual reminder of the track's foul zone. Crushed rock or fabric should be placed over the ties to keep the pavement from adhering to them. Flangeways need to be kept clean to allow wheels to contact top of rail at all times.

5.10.11 Final Inspection: After ballasting and surfacing are completed, inspect track to see that joints are tight and rail attachments to ties are secure. Customer will notify the BNSF Engineering Representative that the track work is complete and ready for inspection. The BNSF Engineering Representative will inspect the finished track work and complete the Project Closeout Checklist (not included in this document). Civil and Track items to be inspected are included in a list in the next section. The Contractor will provide a copy of the "Record of Neutral Temp of Welded Rail as Laid" form to the BNSF Engineering Representative prior to or during inspection. After the BNSF Engineering Representative's approval, the track will be placed in service by the Division's General Manager and can then accept rail cars. Rail cars delivered to site before the track is in service will be stored at another location at an additional cost to the customer or returned to origination point.

5.11 Miscellaneous

5.11.1 Fencing and Gates: Gates and fences must be grounded in accordance with National Electric Safety Code requirements to prevent an injury resulting from an electrical charge. Gates crossing tracks must have the ability to lock in the open position during train operations. If a fence parallel to a track has an angled piece at the top with security wire it must not foul the clearance envelope of the track.

5.11.2 Signage: All BNSF-required signage must be shown on the plans and installed during construction.

6. Acceptance

CIVIL
All slopes meet design plans
Drainage ditches drain properly
All access roads and Inspection Paths completed
All drainage devices (Culverts, Catch Basins, etc.) Installed as per the plans
All abandoned culverts properly sealed, filled, and communicated to Structures and RIS
Gates/fences installed per plans and are appropriately locked
Paving and grading for disturbed crossings completed per plan
Grade crossing roadway markings established per crossing agreement
Temporary road crossings removed, and proper drainage established
Temporary traffic controls removed
All structures placed according to the design plans
All clearances meet the design plans
Full and proper seeding completed

TRACK
All rail joints identified as part of the project scope are welded
Record of target neutral temperature recorded for CWR as laid
Destressing completed
Site cleaned and scrap rail and ties stockpiled
Track surfaced to design plans
Placed ballast meets design standards
Switch stands dressed properly with walkway ballast
All turnouts installed as per the plans
Targets installed and properly oriented
Derails installed in proper locations and positions with appropriate locks
Insulated Joints installed per plan (with 10ft ties and correct plates installed)
All retired insulated joints identified by project scope have been removed (OS, Intermediates, and Turnouts)
All crossings installed according to plans
Crossing approaches paved/graded to provide a smooth transition (if performed by track)
All signage has been installed per plan (Track, road crossings, etc.)
All track work completed to plan

7. Requirements for Working on BNSF Right of Way

In order to protect BNSF's investment in its right-of-way and for the safety of persons coming onto BNSF property, BNSF has established certain requirements. The following constitute minimum requirements for Contractors, Consultants and Surveyors coming on or near BNSF right-of-way. Contractors are encouraged to develop their own safety rules that meet or exceed the following requirements. A web site has been set up to assist in preparation of a safety plan http://www.bnsfcontractor.com/ (or contractororientation.com). Registering on the web site and completing the course is a requirement prior to occupying or working on BNSF right-of-way.

The orientation does not relieve the contractor from the need to secure appropriate flagging protection when working close to BNSF tracks. Flaggers are required whenever there is a potential for men, structures, materials or equipment to enter within 25' of BNSF tracks. See the list below for additional guidance. If in doubt, take the safe course and request a flagger.

It shall be noted that these requirements are complementary to the contractor's right of entry agreement to be executed by the contractor prior to starting work on BNSF right-of-way and is not intended to waive any terms within the right of entry agreement. The permission to work and enter the BNSF right-of-way can be taken away at any time if BNSF deems the contractor's behavior not meeting or exceeding the safety vision of how BNSF intends to have work performed on its right-of-way.

7.1 All permits and agreements must be in effect, required payments made, and insurance certificates received and approved prior to Contractor entering BNSF right-of-way. All of these documents are included in the packet containing the cost proposal. Prior to performing the preliminary survey, the consultant/surveyor will obtain a "Temporary Occupancy Permit". To obtain a permit contactJones, Lang, LaSalle (JLL), phone number 1-866-498-6647, or follow the relevant instructions online (http://bnsf.railpermitting.com). The permit requires a preparation fee and some lead time. Copies of all documents should be kept on the job site.

7.2 Flagging requests shall be made at least 30 days prior to the start of flagging.

7.3 Flagging requests cancelled less than 2 days in advance may still be charged to the customer.

7.4 Any de-watering utilizing drains or ditches on BNSF property must be approved by BNSF Engineering.

7.5 Contractor must have BNSF-approved "Final Construction Plans" prior to commencing work on a project or will be proceeding work at their own risk. No change will be made to "Final Construction Plans" without approval by all parties involved. Approved revised plan will be furnished to all parties prior to implementation of changes.

7.6 Road Authority or Contractor will be responsible for all costs for track work, including flagging, etc., made necessary due to their construction operation.

7.7 Pursuant to BNSF safety rules, flagging protection is always required when equipment crosses or is working within 25 feet of center of any track. When deemed necessary by BNSF, a flagman may be required at all times while working on BNSF right-of-way.

7.8 Crossing of any railroad tracks must be done at approved locations and must be over full depth timbers, rubber, etc. Any equipment with steel wheels, lugs, or tracks must not cross steel rails

without aid of rubber tires or other approved protection and proper flagging will be required.

7.9 All temporary construction crossings must be covered by a "Private Roadway & Crossing Agreement," and must be barricaded when not in use.

7.10 Contractor must furnish details on how work will be performed that may affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structures. (Structures and bridge spans over tracks must be removed intact.)

7.11 Absolutely no piling of construction materials or any other material, including dirt, sand, etc., within 25 feet of any track or on property of BNSF not covered by construction easement, permit, lease or agreement.

7.12 Storage of materials, temporary structures, equipment and etc. shall not be within 250 feet of a public grade crossing. If material haul routes involve crossing a BNSF crossing or traversing a considerable distance parallel to a BNSF track, a trucking coordinator provided by the contractor will be required. Contractors shall supply a radio for communications between the railroad flagger and the roadway flagger/coordinator to ensure activities such as dumping/unloading/other activities that can foul the main will stop until the train has completely passed.

7.13 A 10-foot clear area on both sides of a main track must remain unobstructed at all times to allow for stopped train inspection.

7.14 No construction will be allowed within 25 feet of center of any track unless authorized by BNSF and as shown on Final Plan approved by the Railroad. This includes any excavation, slope encroachment and driving of sheet piles.

7.15 No vehicles or machines should remain unattended within 25 feet of any track. All machines will be disabled with as much potential energy released as practicable and locked out when not in use to prevent unauthorized operation. (e.g. A mobile crane that has to be left on the BNSF right-of-way will have to be boomed down, with outriggers disengaged.)

7.16 IMPORTANT: Non-compliance to any of these items and requirements within the right-of-entry agreement could result in the job being shut down. The contractor/consultant/surveyor will then be prohibited from working on BNSF right-of-way while the infraction is investigated. Based on findings of the investigation, BNSF will determine whether the non-compliant entity/entities will be allowed to continue its work on BNSF rights-of-way in the future.

7.17 Contractor safety rules, including rules regarding Personal Safety Equipment, must not conflict with BNSF safety policies. Contractor's personnel will complete BNSF's safety orientation prior to entering BNSF property. A job safety briefing will be held prior to beginning work each day and any time work conditions change. All personnel will wear proper personal protective equipment (PPE) while on BNSF property. Any person working on BNSF property may be subjected to a safety audit by BNSF personnel and is required to comply with the audit. The results of the audit will be presented to the contractor's supervisor immediately upon completion. Any questions regarding safety should be directed to the BNSF project representative.

APPENDIX

Procedures for the Installation, Adjustment, Maintenance, and Inspection of CWR as Required by CFR 213.118 Effective Date March 4, 2021

Materials contained within this document are excerpts from BNSF's Engineering Instructions, and the EI chapter numbers and references are retained. Sections unrelated to construction of industry tracks have been removed.

This document details the Railroad's policy on installing, adjusting, maintaining, and inspecting Continuous Welded Rail (CWR) track. Each chapter details how the Railroad applies its standards and procedures to comply with FRA standards. The procedures listed in this document apply to CWR on all main tracks, sidings, and other tracks over which trains operate at speeds above Class 1.

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Procedures for the Installation, Adjustment, Maintenance, and Inspection of CWR as Required by 49 CFR 213.118

This document details the BNSF Railway's policy on installing, adjusting, maintaining, and inspecting Continuous Welded Rail (CWR) track. Each chapter details how the Railroad applies its standards and procedures to comply with FRA standards. The procedures listed in this document apply to CWR on all main tracks, sidings, and other tracks over which trains operate.

Chapter 1 CWR Installation Procedures

Rail length that exceeds 400 feet is considered CWR. Rail installed as CWR remains CWR, regardless of whether a joint or plug is installed into the rail at a later time. Temperature variations affect rail length. Rail expands (lengthens) when heated and contracts (shortens) when cooled.

1.1 Neutral Temperature

The neutral temperature is the temperature at which a rail is neither in tension nor compression. Target Neutral Temperatures (TNTs) have been established to provide a specific desired neutral temperature to prevent track buckling. When laying or adjusting CWR, use Figure 1.1 *Target Rail Laying Temperatures*. Within tunnels greater than 800 feet in length rail shall be installed and maintained at tunnel ambient temperature instead.

1.2 Temperature Differential

The difference between the Target Neutral Temperature and the actual rail temperature taken at the time of installation is called the temperature differential. CWR laying and adjusting procedures have been established to compensate for this temperature difference.

1.3 Installing CWR

Follow these general requirements when laying CWR:

- Install rail with a neutral temperature within the safe zone defined as Target Neutral Temperature (TNT) ±20°F for that location. Refer to Target Rail Laying Temperatures (Chapter 1.1) for the target rail laying temperature for your location.
- Establish one or more measurement stations no greater than 400 feet apart. Take the initial rail temperature and calculate the expansion required at each station before making adjustment.
- Use rail heaters or rail expanders to adjust the rail to the correct length when the actual rail temperature is less than the Target Neutral Temperature. Heat the rail evenly and uniformly so that the rail expansion occurs evenly and uniformly throughout its length.

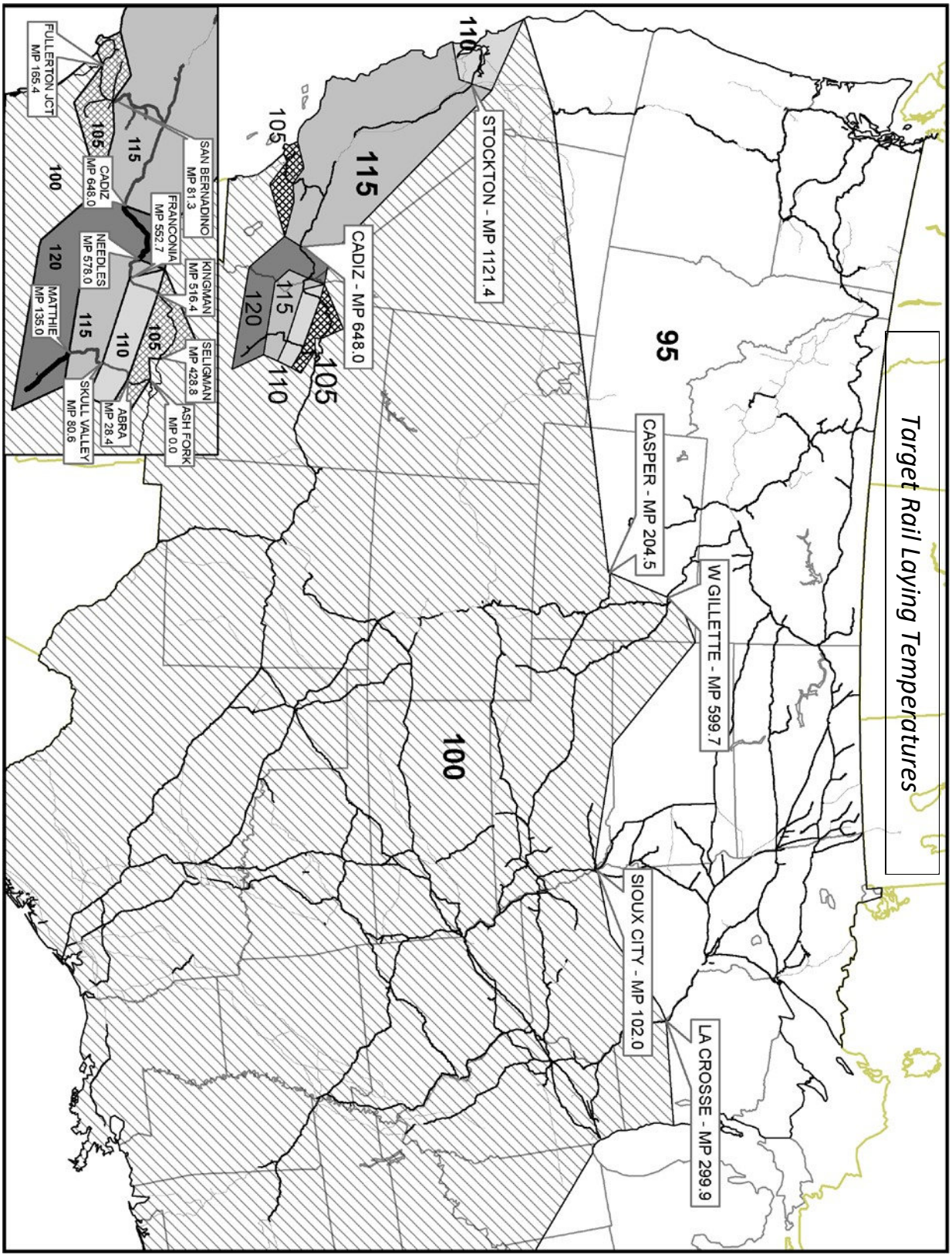


Figure 1.1 Target Rail Laying Temperatures

- For each measurement station record the initial rail temperature, the final adjusted rail neutral temperature, location, and date.

- If rail is not installed within the safe zone, be guided by section 3.1 of these CWR procedures for protection and future adjustment.

  Exception: if actual rail temperature results in rail being installed at a neutral temperature above the safe zone, the rail does not need to be subsequently adjusted unless evaluation of location identifies conditions significantly reducing lateral strength or longitudinal restraint – record a work order for subsequent readjustment if such conditions are identified.

- When tight rail conditions exist, be governed by Chapter 7.1 of these procedures.

Chapter 2 Rail Anchoring Requirements

Where the anchoring function is otherwise provided by elastic fasteners, rail anchors may be omitted. Anchors should not be applied where they will interfere with signal or other track appliances, where they are inaccessible for adjustment or inspection, or on rail opposite a joint. Anchor pattern may be varied as reasonable to avoid placing anchors against deteriorated ties.

Installation

The following anchoring requirements apply to CWR installations on all main tracks, sidings, and other tracks over which trains operate.

2.1 Standard Box Pattern

When installing CWR, box anchor every other tie except as outlined in Chapter 2.2 of these CWR procedures.

2.2 Solid Box Pattern

When installing CWR, box anchor every sound (effective) tie at specific locations listed in the table below to provide additional restraint against rail movement.

Condition	Action
Turnouts*, Crossing Frogs, Open-Deck Bridges, and where CWR abuts bolted rail	Anchor every tie for 195 feet in each direction.
Bolted joint created during CWR installation/construction	**Within 60 days from date of creation:** Weld joint, **OR** Install joint with 6 bolts**, OR** Anchor every tie for 195' in both directions.

*For turnouts connected to Class 1 yard or back tracks, it is only necessary to anchor every tie to the first transition rails/joints of the diverging route.

2.3 Bridge Pattern

When installing CWR, follow these bridge anchoring requirements:

1. Ballast deck bridges should be anchored with the same pattern as in Chapter 2.1 and 2.2 of these CWR Procedures.
2. Open-deck bridge spans should be anchored as follows:
   - On open-deck timber bridges, apply anchors to all ties fastened to the stringers.
   - On open-deck steel spans 150 feet long or less, apply anchors to all ties fastened to the steel structure.
   - On all other structures, apply anchors as directed by the Director Bridge Engineering

Maintenance or Rail Repair

2.4 Legacy Patterns

On CWR installations completed before September 21, 1998, existing anchoring may remain if rail is restrained to prevent track buckles. Rail must be adjusted (by increasing or decreasing the length of rail or by lining curves) or anchors added to rail, if restraint is not sufficient.

2.5 Anchor Requirements After Rail Repair

When rail repairs result in a joint added to CWR, the anchor pattern shall match the existing pattern in track. Box anchor at least every other tie for a distance of 195 feet in each direction, unless anchoring is otherwise provided. When making repairs to a stripped joint or failed joint bar, adjust or add anchors as prescribed in the following table.

Condition	Action
Bolted joint in CWR experiencing service failure (stripped joint) or failed bar(s) with gap* present. *gap exists if it cannot be closed by drift pin.	**1.** Weld joint, **OR** **2.** Remediate joint conditions (per Chapter 6.5 CWR) **and** replace bolts (new, in-kind or stronger), **and** weld joint within 30 days, **OR** **3.** Replace failed bar(s), install 2 additional bolts, **and** adjust anchors **OR** **4.** Replace bars, bolts (if failed or missing) **and** anchor every tie for 195' in both directions **OR** **5.** Add rail (documenting provisions for later adjustments, if applicable) and reapply anchors.

Chapter 3 Preventive Maintenance on Existing CWR Track

Performing track buckling preventive maintenance procedures to properly maintain the RNT reduces the risk of buckles in hot weather as well as pull-a parts and broken rails in cold weather. When tight rail conditions exist, be governed by Chapter 7.1 of these CWR Procedures.

3.1 Maintaining Desired Rail Installation Temperature Range

A record of rail neutral temperature will be maintained where rail has pulled apart, broken, or been cut.

Rail that has pulled apart, broken, or has been cut must be adjusted into a safe zone defined as the Target Neutral Temperature (TNT) ±20° F for that location. Refer to Target Rail Laying Temperatures (Chapter 1.1 above) for the TNT for your location.

> **Exception:** if actual rail temperature results in a rail neutral temperature above the safe zone, the rail does not need to be subsequently adjusted unless evaluation of location identifies conditions significantly reducing lateral strength or longitudinal restraint – record a work order for subsequent readjustment if such conditions are identified.

If the rail has not been readjusted prior to the rail temperature exceeding the values in the table below, a speed restriction not to exceed 25 MPH will be placed. A speed restriction of 40 MPH can be placed in lieu of the 25 MPH, but the track must be inspected daily during the heat of the day. As you can see from the table below, if the rail temperature at the time of break or pull-apart exceeded 60° F, no slow order is necessary.

Rail Temperature Recorded at Time of Break or Pull-Apart (°F)	Readjust or Place Slow Order Before Rail Temperature Reaches (°F)
60	135
50	130
40	125
30	120
20	115
10	110
0	105
-10	100
-20	95
-30	90
-40	85

Note: If both rails are cut (e.g., installing a short track panel), the above table will not apply. The adjustments, slow orders, and inspections described above will instead apply at a rail temperature 70° F above lowest rail temperature at time of separations.

Effective January 1, 2010, locations where the neutral temperature has been lowered below the safe zone must be adjusted to TNT minus 20° F or higher within 365 days or restrict to a speed not exceeding 15 mph and when rail temperatures exceed TNT-20° F inspect weekly.

The Electronic Task Reporting System (ETRS) will automatically monitor all reported CWR attributes to ensure a location is restored to within its safe zone. If an area is not restored, a CWR Adjustment order will be generated.

If a CWR Adjustment order does not exist for a location, the pull chart or CWR calculator

may be used to determine the amount of rail to remove. If a CWR Adjustment order exists for a location, either remove the required amount shown or destress the location.

Use match marks to determine GAP and Pull values to report in ETRS for each CWR adjustment work activity. Use exiting match marks vs creating new ones whenever possible. Match marks should be:

- Made outside of the rail section to be repaired or removed.
- On the field side of the rail using a ball-point paint marker
- A sufficient distance from any planned cuts or drilled holes in the rail to allow room for rail joint and weld documentation
- A whole number of feet apart
- If placing the original match marks, write the original distance between the match marks on the web of the rail next to both match marks. The markings should not be between the match marks.
    - If the rail is not broken/cut, simply measure the distance between the two match marks before cutting the rail
    - If the rail is broken, measure a whole foot distance from each rail end and place the match mark. Double that distance when writing the original match mark distance on the rail.

Follow these steps to determine GAP and PULL.

1. Prior to any work occurring, measure the starting distance between the match marks
2. Determine rail end movement and rail temp at time of repair as follows:
    a. Amount rail moves apart at cut/break = + Gap
    b. Amount rail grows together on its own at cut/break = - GAP
    c. Amount rail pulls together as result of work (puller, rail consumption for weld,etc) = PULL
    d. Rail temp is taken at the time of the initial cut or when the repairs are made for a broken rail
3. If the repair includes a weld(s), trim the necessary amount of rail so that no rail is added as a result of the welds. Since the match marks do not move (example: trim 1” and add back in 1” of rail with the weld), this is not recorded as a GAP or a PULL.

Document on the field side of the rail using ball-point paint marker - Rail Temperature, Gap, Pull, Date

Record in ETRS Rail Temperature, Date, Location, Gap, Pull. If work not performed under an existing CWR Adjustment Order also record Tie and anchor or fastener method, Track Strength.

3.2 Destressing Rail

Rail can be destressed by cutting rail out. When cutting rail out, use this procedure:

1. Cut rail to be destressed.
2. Remove or reposition anchors or clips for a minimum of 200 feet in both directions from the cut

or up to a restriction that prevents rail movement.

3. Wait until the rails stop moving. The rail ends may need to be trimmed more than one time to allow for expansion.
4. Make match marks on either side of the cut after the unrestrained rail is relaxed.
5. Take the rail temperature (far enough away from the cut so that the reading is not affected by the cutting procedure).
6. Use Table 6-3 in the Appendix of these CWR Procedures to compare the rail temperature with the Target Neutral Temperature (TNT) for the territory. The difference between the two is known as the temperature differential.
7. If the actual rail temperature is lower than the TNT for the territory, use Table 6-3, in the Appendix to determine the rail length to be removed based on the total distance the anchors or clips have been removed.
8. If the rail temperature is at or above the TNT, no additional adjustments are needed. When destressing rail near fixed objects, destress each rail to a temperature that is 10 degrees higher than the TNT.
9. Weld the joint or apply joint bars.
10. Replace the rail anchors or clips.
11. Document on the rail match marks, employee name, date work performed, rail temperature at time of adjustment, amount of rail added or removed (PULL) per Table 6-3 (see Page 11), and feet of rail adjusted.

Chapter 9 Recordkeeping

9.1 Report of CWR Installations

The initial rail temperature, final adjusted rail neutral temperature, location, and date of CWR installations must be recorded and must be retained for at least one year after installation.

9.2 Report Maintenance Work in CWR

Because track maintenance can disturb the lateral and longitudinal resistance of the track, records of the following must be kept for at least one year after corrections or adjustments are made:

- Record of each designated cut or break location using the adjustment methodology of Chapter 3.1, including location, rail temperature, date, rail adjustments, and final Rail Neutral Temperature.
- Record of each designated cut or break location using Destressing Rail in Chapter 3.2, including the rail temperature of the final RNT.
- Where a curve has been staked and has shifted inward more than a maximum of 2 inches.
- CWR installation or maintenance work that does not conform to these written procedures.

The Division Engineer and Roadmaster must monitor these records to ensure that necessary corrections and adjustments are made.

Table 6-3. Change in Length of Welded Rail to Change Neutral Temperature.

Temp. Diff. (°F)	Length of Unrestrained Rail							
	200'	400'	600'	800'	1,000'	1,200'	1,400'	1,600'
5°	1/8"	1/4"	1/4"	1/4"	1/2"	1/2"	1/2"	1/2"
10°	1/8"	1/4"	1/2"	1/2"	3/4"	1"	1"	1-1/4"
15°	1/4"	1/2"	3/4"	1"	1-1/4"	1-1/2"	1-3/4"	1-3/4"
20°	1/4"	1/2"	1"	1-1/4"	1-1/2"	1-3/4"	2-1/4"	2-1/2"
25°	3/8"	3/4"	1-1/4"	1-1/2"	2"	2-1/4"	2-3/4"	3"
30°	1/2"	1"	1-1/2"	1-3/4"	2-1/4"	2-3/4"	3-1/4"	3-3/4"
35°	1/2"	1"	1-3/4"	2-1/4"	2-3/4"	3-1/4"	3-3/4"	4-1/4"
40°	5/8"	1-1/4"	1-3/4"	2-1/2"	3"	3-3/4"	4-1/4"	5"
45°	3/4"	1-1/2"	2"	2-3/4"	3-1/2"	4-1/4"	5"	5-1/2"
50°	3/4"	1-1/2"	2-1/4"	3"	4"	4-3/4"	5-1/2"	6-1/4"
55°	7/8"	1-3/4"	2-1/2"	3-1/2"	4-1/4"	5-1/4"	6"	6-3/4"
60°	7/8"	1-3/4"	2-3/4"	3-3/4"	4-3/4"	5-1/2"	6-1/2"	7-1/2"
65°	1"	2"	3"	4"	5"	6"	7"	8"
70°	1-1/8"	2-1/4"	3-1/4"	4-1/4"	5-1/2"	6-1/2"	7-3/4"	8-3/4"
75°	1-1/8"	2-1/4"	3-1/2"	4-3/4"	5-3/4"	7"	8-1/4"	9-1/4"
80°	1-1/4"	2-1/2"	3-3/4"	5"	6-1/4"	7-1/2"	8-3/4"	10"
85°	1-3/8"	2-3/4"	4"	5-1/4"	6-3/4"	8"	9-1/4"	10-1/2"
90°	1-3/8"	2-3/4"	4-1/4"	5-1/2"	7"	8-1/2"	9-3/4"	11-1/4"
95°	1-1/2"	3"	4-1/2"	6"	7-1/2"	9"	10-1/4"	11-3/4"
100°	1-1/2"	3"	4-3/4"	6-1/4"	7-3/4"	9-1/4"	11"	12-1/2"

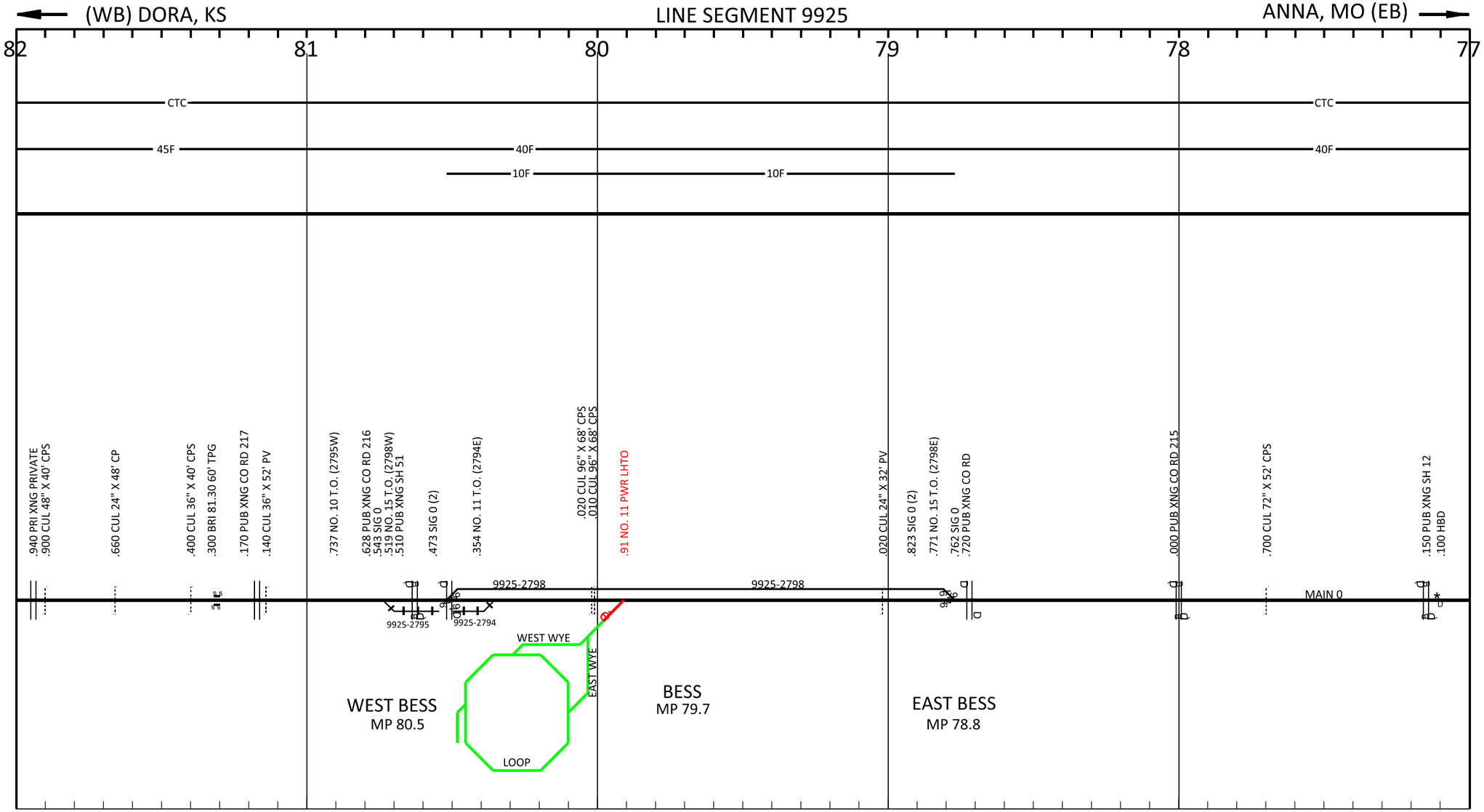
Note: The above amounts do not allow for rail added during thermite welding nor rail removed in upset during flash-butt welding.

LEGEND:
- EXISTING TRACK
- CONSTRUCT - BNSF
- CONSTRUCT - INDUSTRY
- REMOVE
- UPGRADE TRACK
- FOREIGN RAILROAD
- NEW ACCESS ROAD
- POTENTIAL ADDITIONAL ROW
- SOLD ROW
- CTC — REVISED OPERATION
- P79 F50 — REVISED SPEED

CUSTOMER WORK:
INSTALL 2 NO. 11 RHTO
INSTALL 2 NO. 11 LHTO
CONSTRUCT 10,919 TF

BNSF WORK:
INSTALL 1 NO. 11 PWR LHTO
INSTALL 1 PWR DSPD
CONSTRUCT 285 TF

CLEAR LENGTHS:
WEST WYE TRACK - 1,490'
EAST WYE TRACK - 1,197'
LOOP TRACK - 6,002'
BAD ORDER TRACK - 300'



CONCEPTUAL DRAWING ONLY!
THIS LAYOUT HAS NOT BEEN ENGINEERED AND NEEDS TO BE VERIFIED BY FIELD SURVEY

APPROVALS - (NAME - TITLE)	DATE	APPROVALS - (NAME - TITLE)	DATE

DRAWN | CHECKED | BNSF RAILWAY COMPANY - ENGINEERING SERVICES | SF NO. | CSI NO. | STATUS PRELIMINARY

CENTRAL DIVISION
SAMPLE SUBDIVISION
LINE SEGMENT 9925

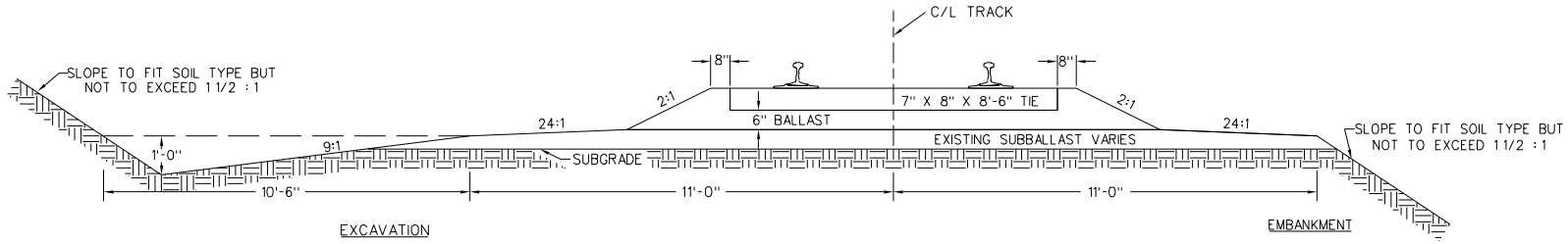
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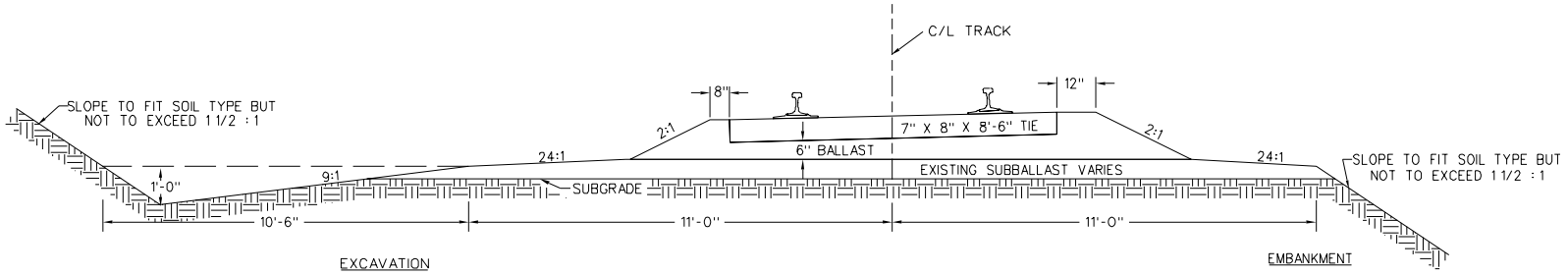
BNSF RAILWAY

NEW AG LOOP FACILITY
BESS, KS

FILE: | SHEET 1 OF 1 | DATE: 4/04/2017



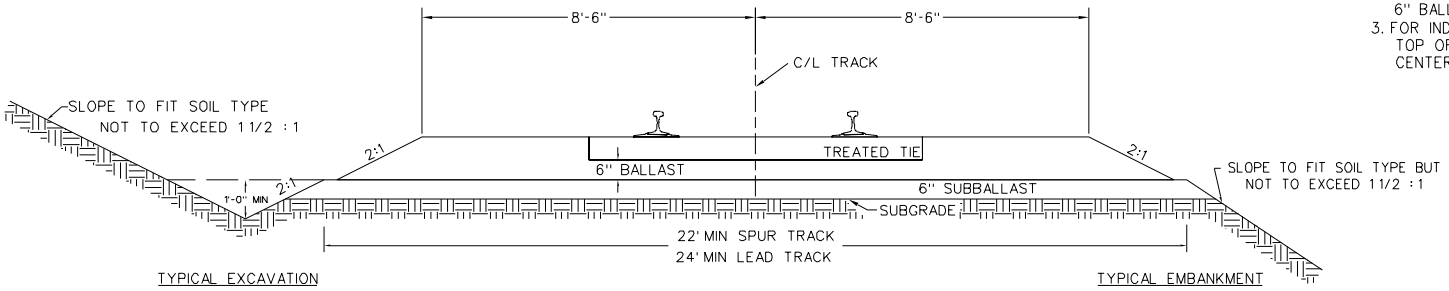
TANGENT TRACK LIGHT TRAFFIC LINES



CURVED TRACK LIGHT TRAFFIC LINES

NOTE:

1. 6" MIN. GRANULAR SUBBALLAST OR AS REQUIRED PER LOCAL SUBGRADE CONDITION.
2. BALLAST PER MILE OF TRACK:
   6" BALLAST 2,435 CU. YARDS TANGENT
3. FOR INDUSTRY TRACK BALLAST SECTION TO BE LEVEL WITH TOP OF TIE WHERE WALKING REQUIRED, 8'-6" MIN FROM CENTER LINE.



SLOPE DITCH LONGITUDINALLY TO DRAIN

INDUSTRY TRACK

BURLINGTON NORTHERN SANTA FE
STANDARD PLAN
ENGINEERING DEPT., FORT WORTH, TEXAS

LIGHT TRAFFIC LINES
AND
INDUSTRY TRACK

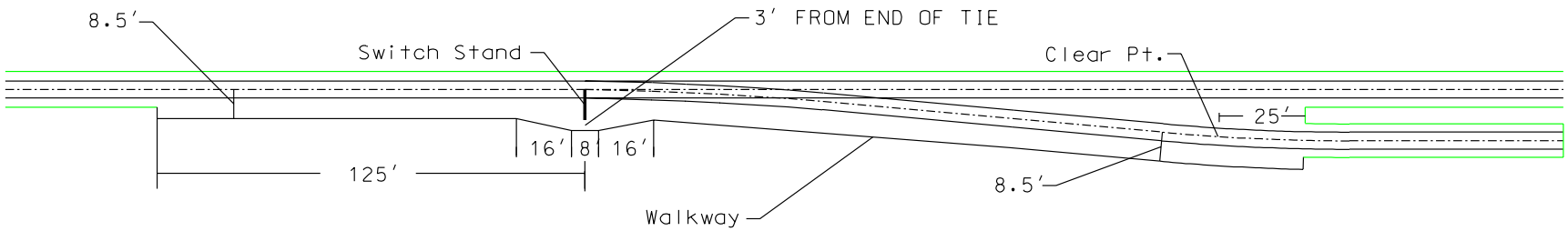
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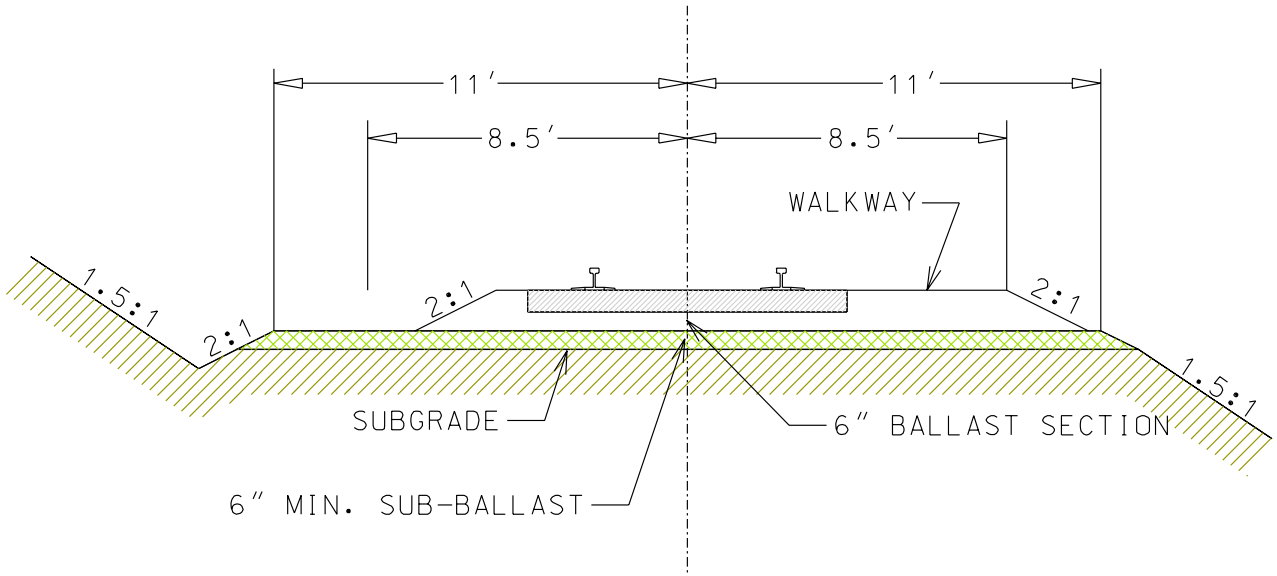
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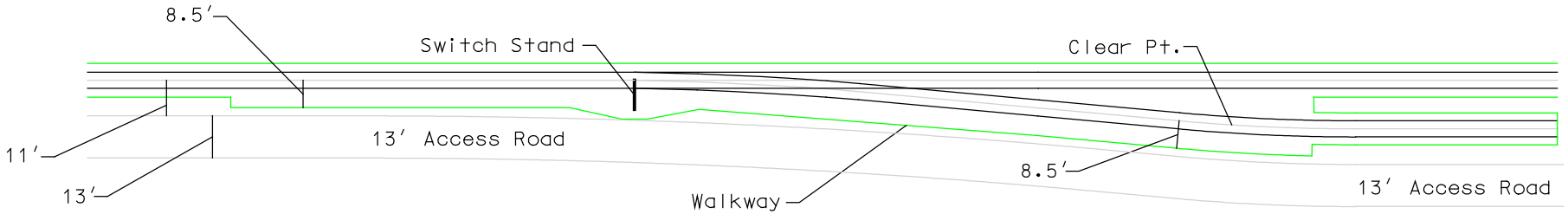
USE OF THIS DRAWING IS LIMITED TO BURLINGTON NORTHERN SANTA FE AS DESIGNATED ON THE ATTACHED EXHIBIT "A". USE MAY NOT BE MADE BY ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF BURLINGTON NORTHERN SANTA FE.

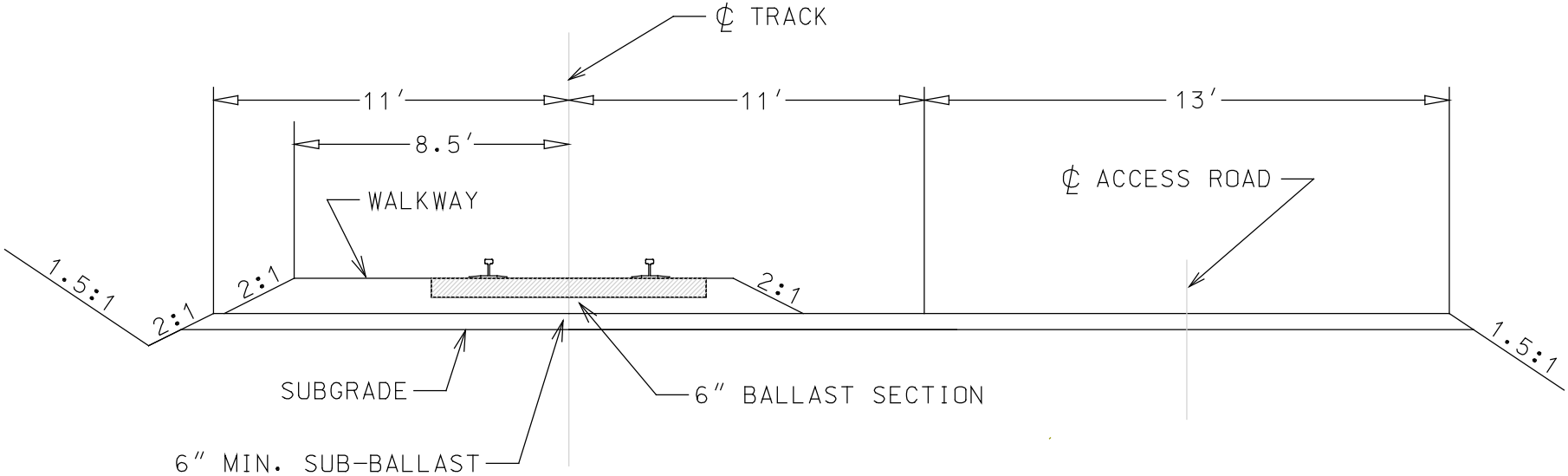




INDUSTRY TRACK STD SECTION WITH 8.5′ WALKWAY

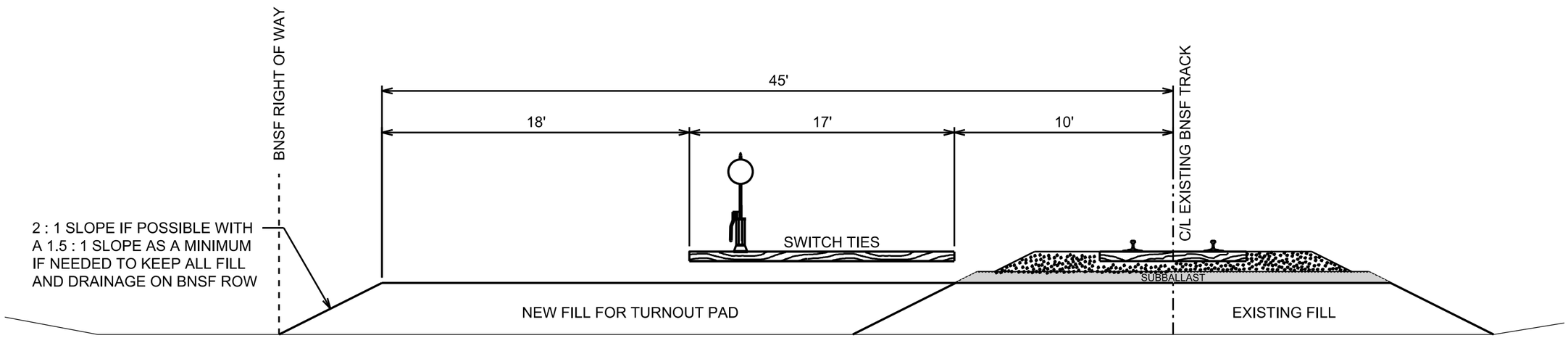
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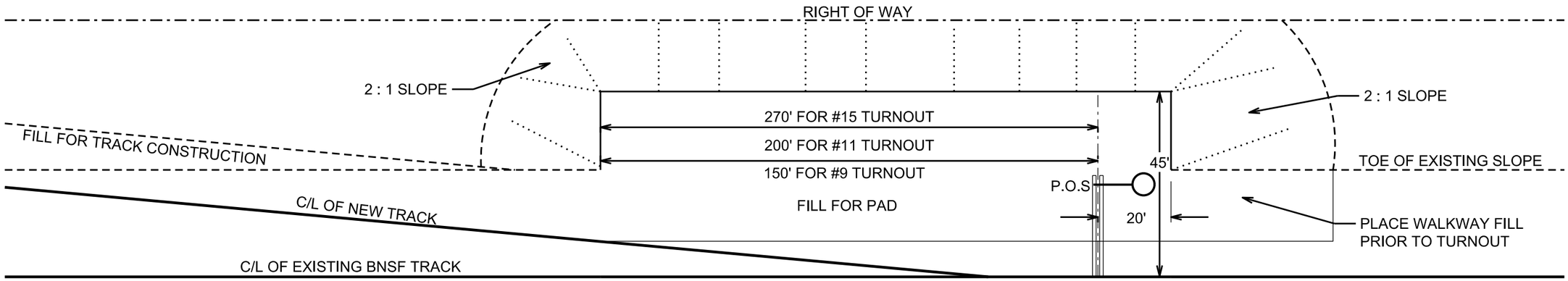




INDUSTRY TRACK STD SECTION WITH 13′ ACCESS ROAD

BNSF ENG SVCS – 04/02/04





NOTE: CONSTRUCTION OF INDUSTRY TURNOUT PAD IS FOR THE PLACEMENT OF THE PROPOSED PACKAGE TURNOUT FOR ASSEMBLY AND INSTALLATION. TURNOUT PAD IS ALSO TO PROVIDE FOUNDATION FOR ANY REQUIRED SIGNAL EQUIPMENT

TURNOUT PAD FILL MATERIAL SHALL BE PLACED BY THE INDUSTRY AS PART OF THE GRADING FOR THE NEW INDUSTRY SPUR. PAD IS TO BE CONSTRUCTED USING STANDARD COMPACTION AND FILL PLACEMENT PROCESSES AS PER THE BNSF INDUSTRY TRACK GUIDELINES. TOP OF PAD IS TO BE 2' BELOW THE EXISTING TOP OF RAIL.

CONTRACTOR SHALL COORDINATE WITH THE ROADMASTER AND ASSOCIATED PROJECT ENGINEER FOR ANY DEVIATION OF FILL AND FOR FLAGMAN PROTECTION.

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REVISIONS

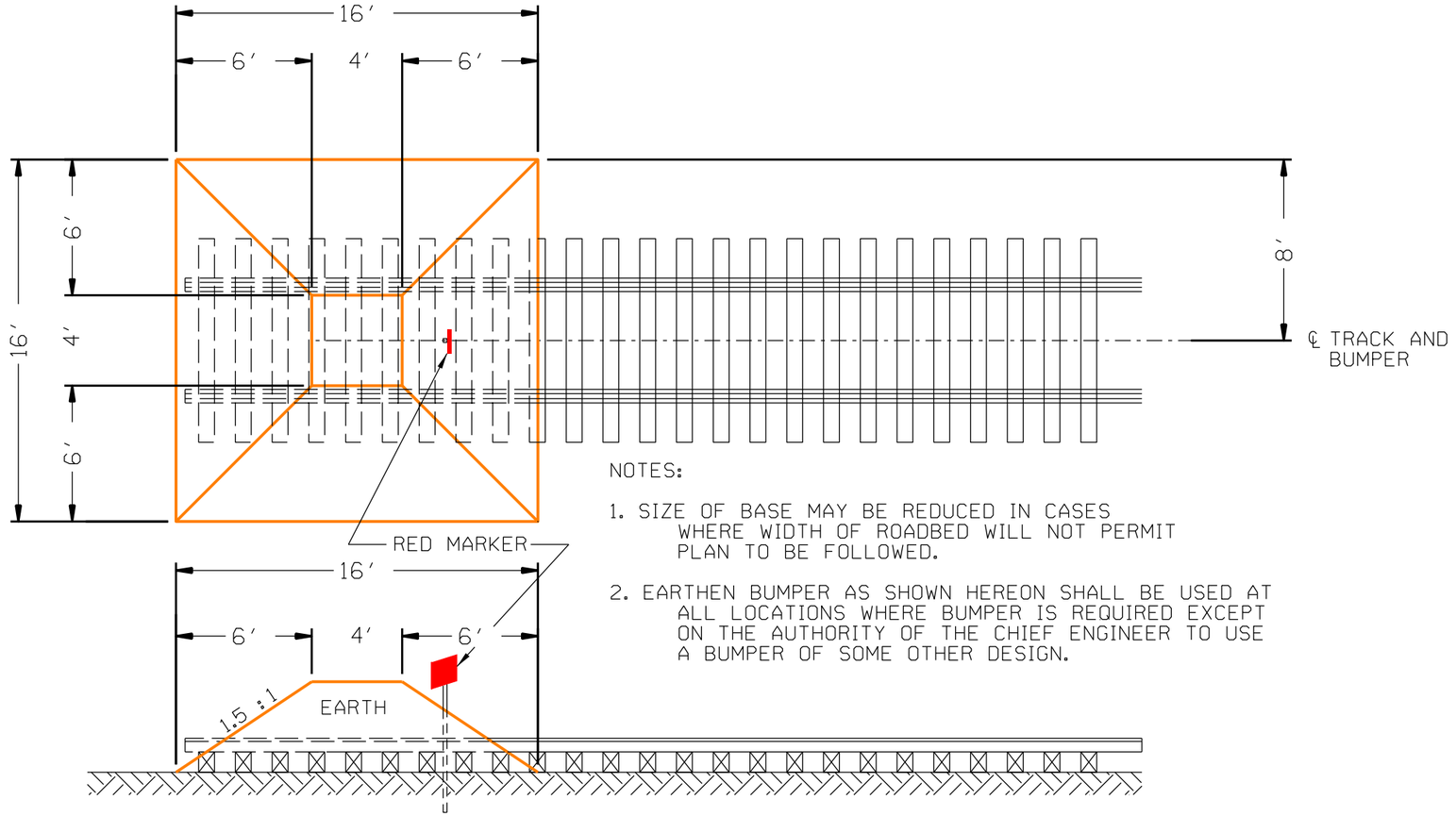
NO.	DESCRIPTION	DATE	BY
1	Rev'd pad dimensions to match ML Trk Stds	4/4/17	JRG

BNSF RAILWAY

BNSF STANDARD TURNOUT PAD
FOR INDUSTRY TRACKS
NOT TO SCALE

ORAWN	CHECKED	BNSF RAILWAY COMPANY - ENGINEERING SERVICES	ESISCO NO	STATUS
LE				A-16

FILE: turnoutpad.dgn | SHEET 1 OF 1 | DATE: 9/23/2005



NOTES:

1. SIZE OF BASE MAY BE REDUCED IN CASES WHERE WIDTH OF ROADBED WILL NOT PERMIT PLAN TO BE FOLLOWED.

2. EARTHEN BUMPER AS SHOWN HEREON SHALL BE USED AT ALL LOCATIONS WHERE BUMPER IS REQUIRED EXCEPT ON THE AUTHORITY OF THE CHIEF ENGINEER TO USE A BUMPER OF SOME OTHER DESIGN.

TYPICAL PLAN & SECTION FOR EARTHEN BUMPER FOR END OF TRACK

SCALE: N.T.S.

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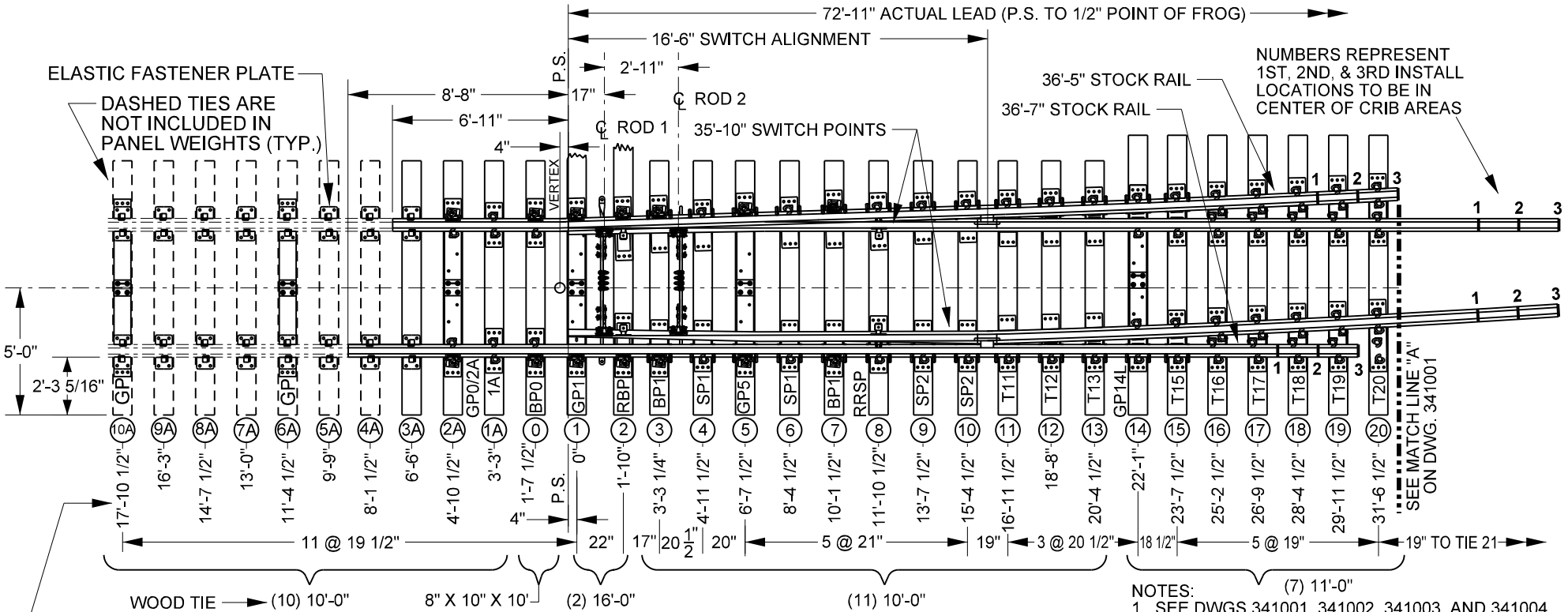
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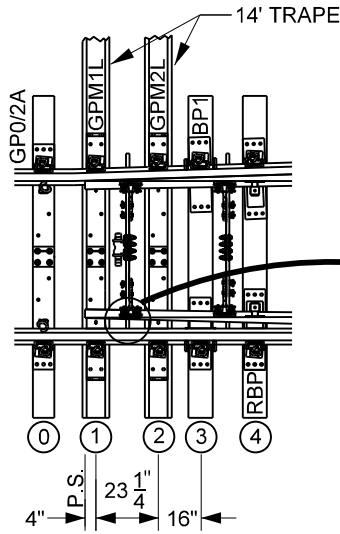
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BNSF RAILWAY℠

FILE: earthen bumper.dgn | DATE: 04/05/2017

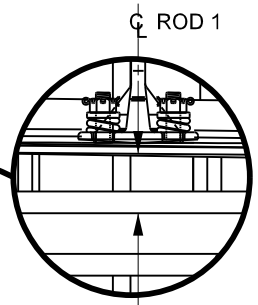


NOTES:
1. SEE DWGS 341001, 341002, 341003, AND 341004 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
3. SEE DWG 341100 FOR TURNOUT GEOMETRY.
4. SEE DWG 341200 FOR TURNOUT BILL OF MATERIAL.
5. FULLY BOX ANCHOR STOCK RAILS, TIES 3-15 FOR SHIPPING OF PANELS ONLY.
6. APPLY 5" SAFE BOND WIRES ONE CRIB AHEAD OF HEEL OF SWITCH ON STOCK AND SWITCH POINT RAILS.



POWER OPERATED
PANEL WEIGHT: 20,000 LBS.

MANUAL OPERATED
PANEL WEIGHT: 20,000 LBS.



THROW DETAIL

	UPRR	BNSF RH	BNSF LH
POWER	N/A	518030061	518030073
MANUAL	N/A	518030074	518030075

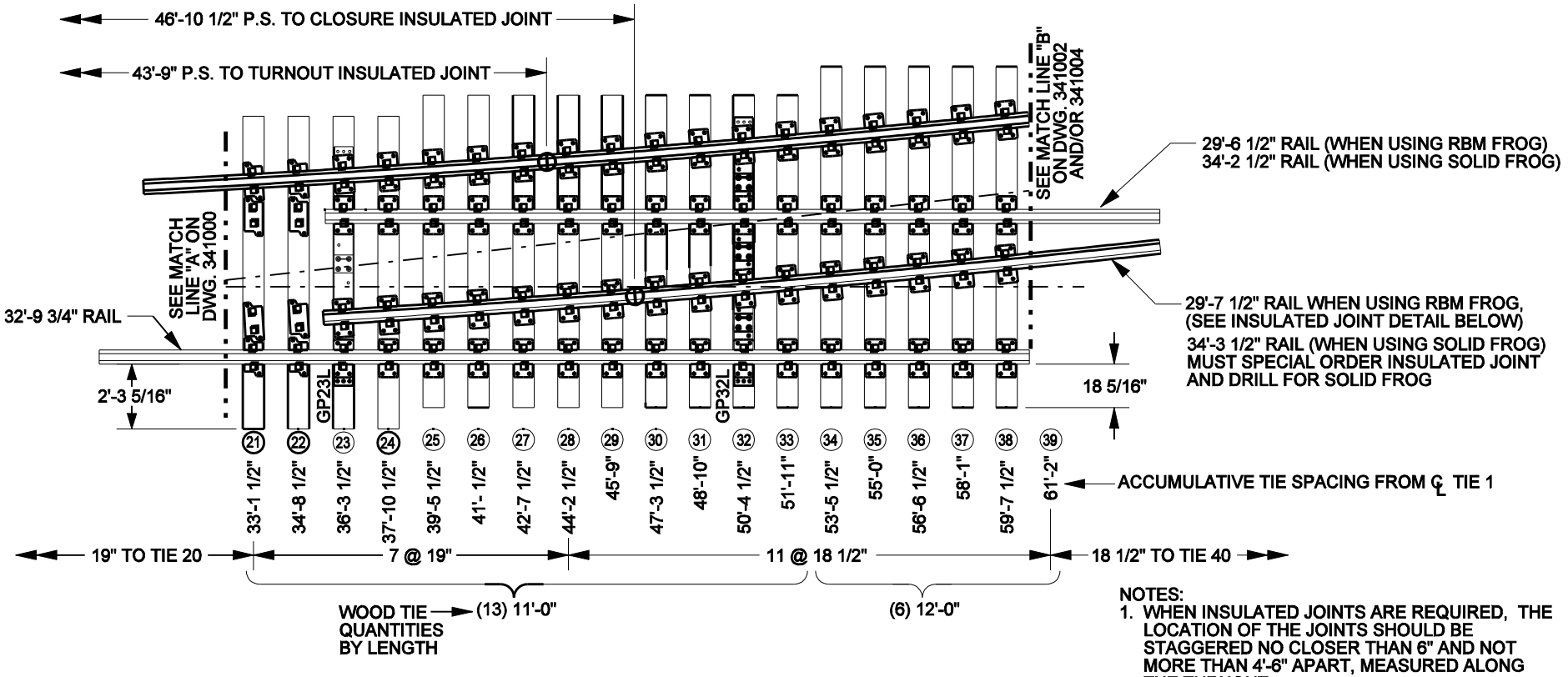
BNSF RAILWAY

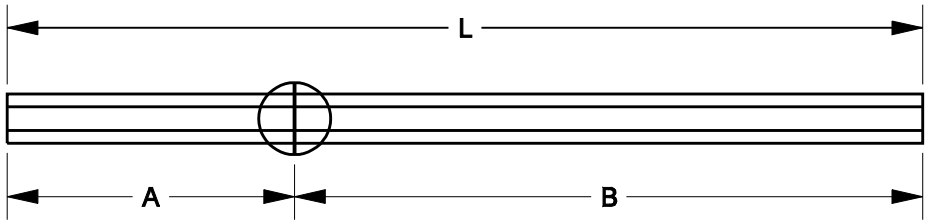
COMMON STANDARDS

NO. 9 TURNOUT 136 LB PANEL NO. 1

FILE OWNER: BNSF | DATE: NOV. 22, 2016
REV. NO.: 5 | DWG NO: 341000

341C170





	A	B	L	BNSF ITEM N0.
TURNOUT INSULATED JOINT RAIL	14'-3 1/4"	17'-0 3/4"	31'-4"	524400027
CLOSURE INSULATED JOINT RAIL	11'-0 1/2"	18'-7"	29'-7 1/2"	524400030

INSULATED JOINT DETAIL
(FOR USE WITH RBM FROG ONLY)

NOTES:
1. WHEN INSULATED JOINTS ARE REQUIRED, THE LOCATION OF THE JOINTS SHOULD BE STAGGERED NO CLOSER THAN 6" AND NOT MORE THAN 4'-6" APART, MEASURED ALONG THE TURNOUT.
2. SEE DWGS 341000, 341002, 341003, AND 341004 FOR THE BALANCE OF LAYOUT PLANS.
3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
4. SEE DWG 341100 FOR TURNOUT GEOMETRY.
5. SEE DWG 341200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHT = 14,500 LBS.

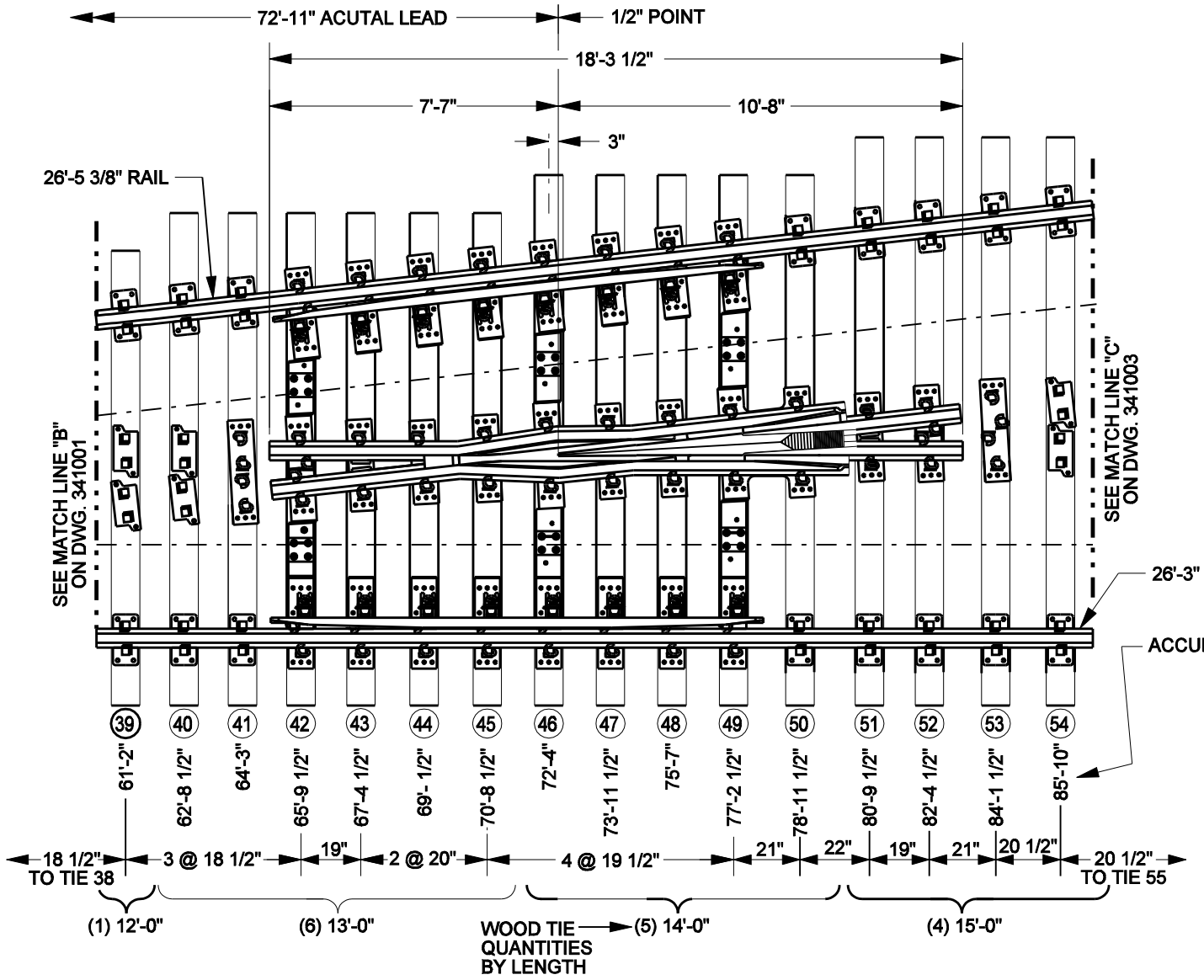
BNSF RAILWAY

COMMON STANDARDS

NO. 9 TURNOUT 136 LB.
PANEL NO. 2

FILE OWNER: BNSF	DATE: MAR. 1, 2007
REV. NO.: 4	DWG NO: 341001

22-2



NOTES:
1. SEE DWGS 341000, 341001, 341003, AND 341004 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
3. SEE DWG 341100 FOR TURNOUT GEOMETRY.
4. SEE DWG 341200 FOR TURNOUT BILL OF MATERIAL.
5. PANEL WEIGHT = 18,000 LBS.
6. SEE DWG 3413004 FOR SOLID MANGANESE FROG PANEL.

	UPRR	BNSF RH	BNSF LH
RBM	N/A	513450048	513450049
SOLID	N/A	513450050	513450051

BNSF RAILWAY

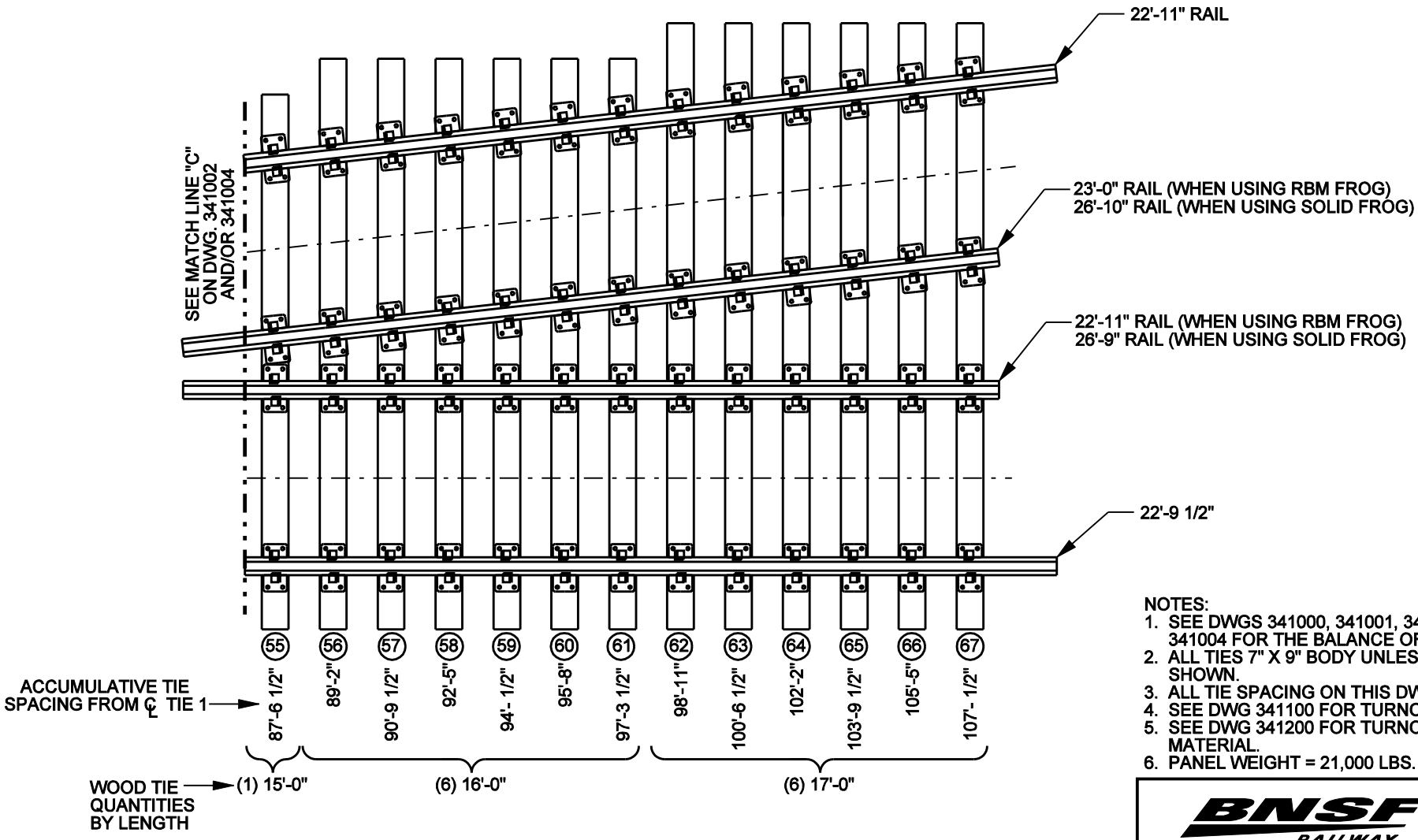
COMMON STANDARDS

NO. 9 TURNOUT 136 LB. PANEL NO. 3 WITH OPTIONAL RBM FROG

FILE OWNER: BNSF | DATE: MAY 19, 2008

REV. NO.: 5 | DWG NO: 341002

22-3



NOTES:
1. SEE DWGS 341000, 341001, 341002, AND 341004 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
3. ALL TIE SPACING ON THIS DWG IS 19 1/2".
4. SEE DWG 341100 FOR TURNOUT GEOMETRY.
5. SEE DWG 341200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHT = 21,000 LBS.

BNSF RAILWAY

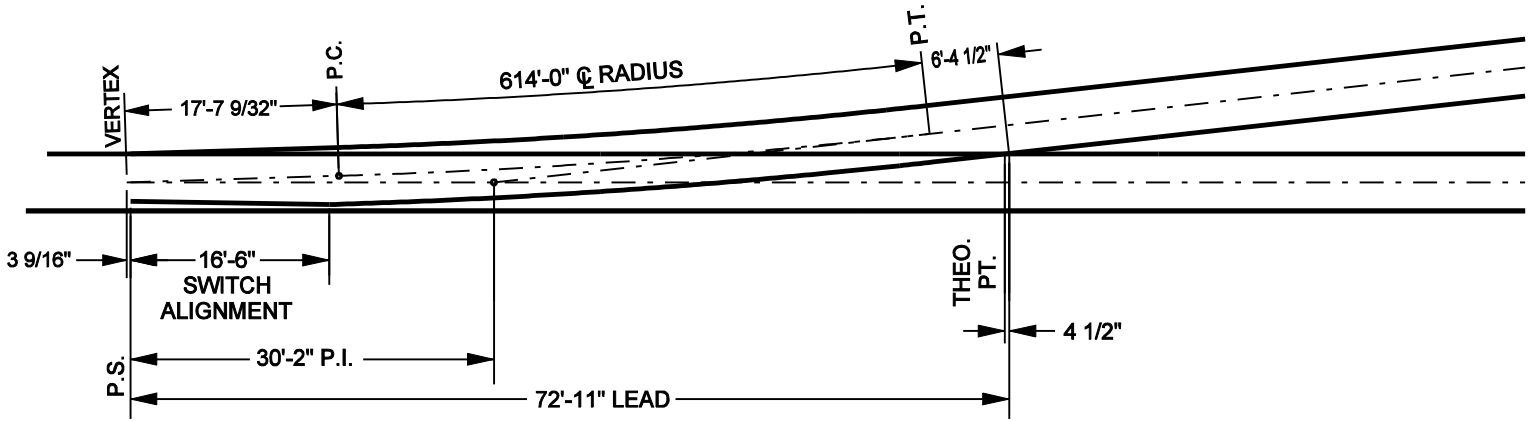
UNION PACIFIC

COMMON STANDARDS

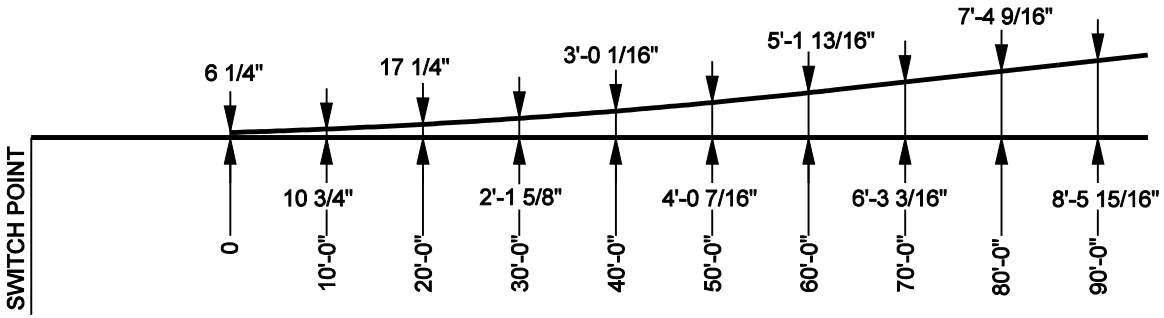
NO. 9 TURNOUT 136 LB.
PANEL NO. 4

FILE OWNER: BNSF	DATE: FEB 28, 2007
REV. NO.: 2	DWG NO: 341003

22-4



GENERAL LAYOUT



SPREAD LAYOUT

SWITCH DATA	
SWITCH LENGTH	16'-6"
HEEL SPREAD	6 1/4"
HEEL ANGLE	1°-46'-22"
SWITCH ANGLE	1°-46'-22"
THROW AT ROD #1	4 3/4"
TURNOUT POINT — THICKNESS AT POINT	0"
TURNOUT POINT — RADIUS (CLOSURE CURVE)	616.3542'
TURNOUT POINT — VERTEX DISTANCE	7 1/16"

FROG DATA	
ANGLE	6°-21'-35"
LENGTH	VARIES

TURNOUT DATA	
RADIUS OF CENTER LINE	614'
T =	24.59'
CENTRAL ANGLE - CLOSURE CURVE	4°35'13"
DEGREE OF CURVE	9°20'31"

BNSF RAILWAY

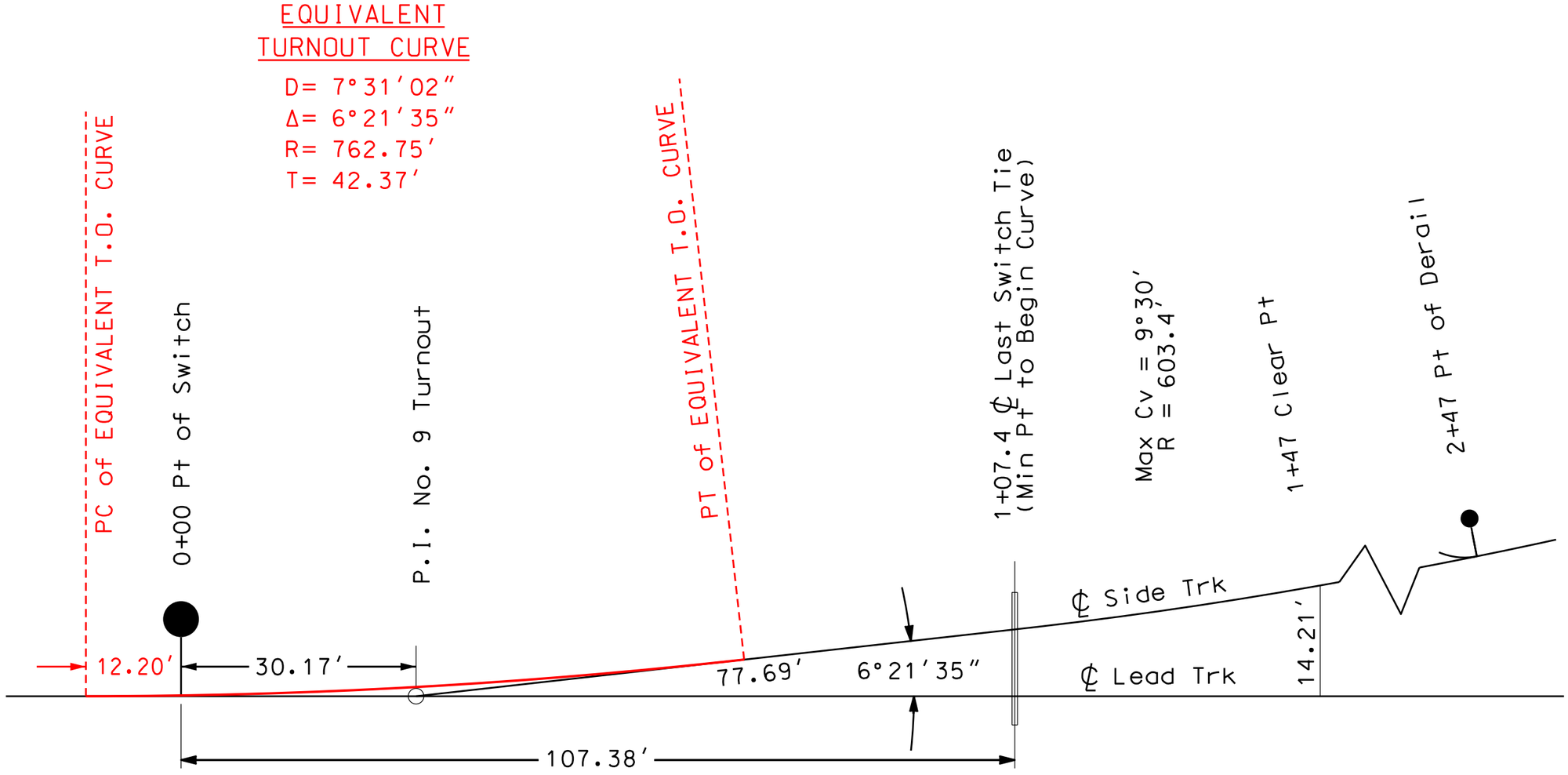
COMMON STANDARDS

NO. 9 TURNOUT 16-6" STRAIGHT SWITCH TURNOUT GEOMETRY

FILE OWNER: BNSF | DATE: JAN 1743

REV. NO.: 0 | DWG NO: 341100

22-5



APPROVALS - (NAME - TITLE)	DATE	APPROVALS - (NAME - TITLE)	DATE

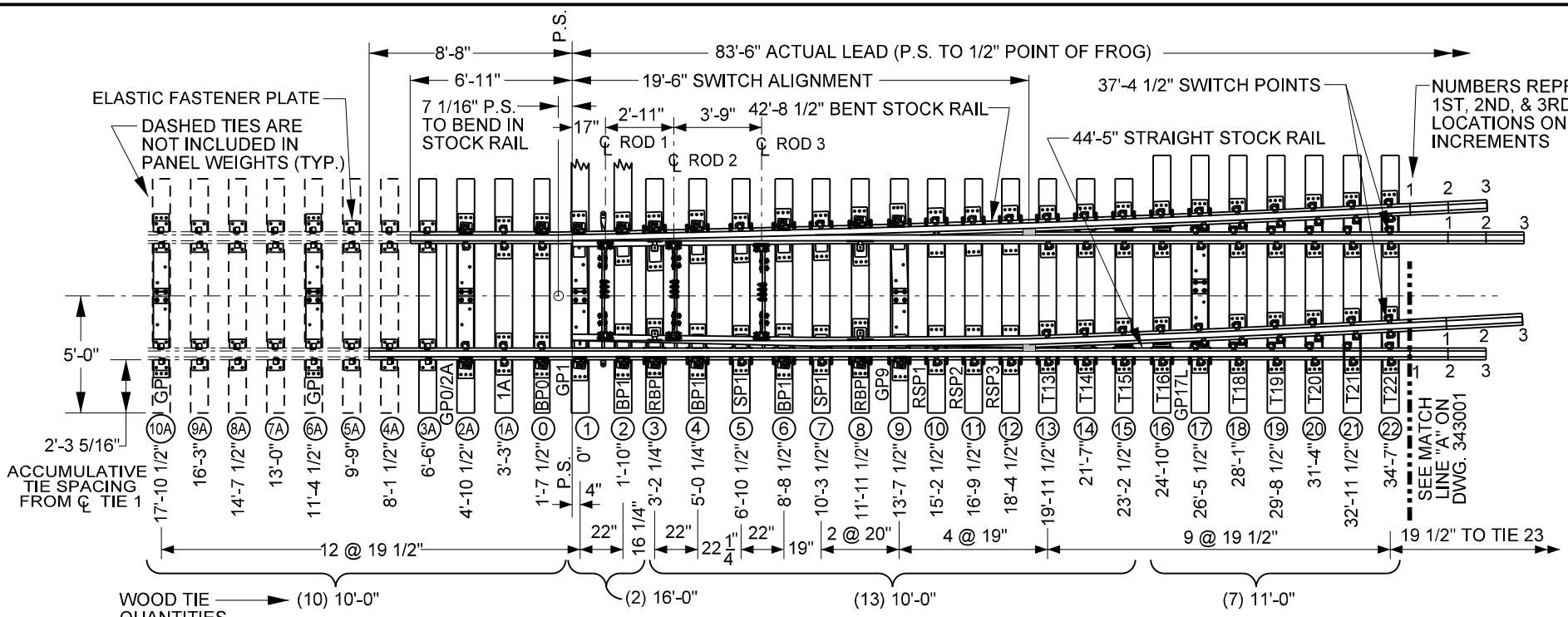
REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	Added CP and Derail info	4/5/17	JRG

BNSF RAILWAY

NUMBER 9 TURNOUT TRACK ALIGNMENT GEOMETRY

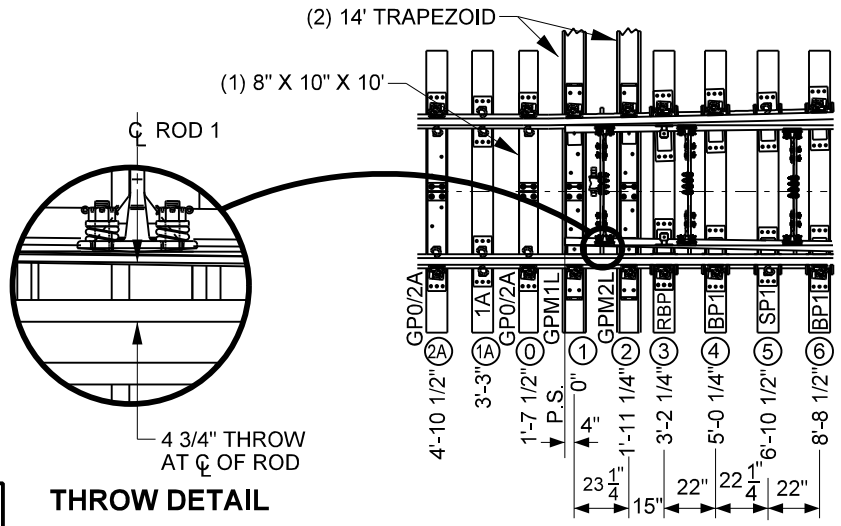
DRAWN	CHECKED	BNSF RAILWAY COMPANY - ENGINEERING SERVICES	PROTRAK SEQ NO	STATUS PRELIMINARY
175				A-23

FILE: TURNOUTS.DGN | SHEET 1 OF 1 | DATE: 05/06/2011



MANUAL OPERATED

PANEL WEIGHT: 20,000 LBS.



THROW DETAIL

POWER OPERATED

PANEL WEIGHT: 20,000 LBS.

NOTES:

1. SEE DWGS 343001 THRU 343005 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
3. SEE DWG 343100 FOR TURNOUT GEOMETRY.
4. SEE DWG 343200 FOR TURNOUT BILL OF MATERIAL.
5. FULLY BOX ANCHOR STOCK RAILS, TIES 3-15 FOR SHIPPING OF PANELS ONLY.
6. APPLY 5" SAFE BOND WIRES ONE CRIB AHEAD OF HEEL OF SWITCH ON STOCK AND SWITCH POINT RAILS.
7. ALL SWITCH POINT AND STOCKRAIL DIMENSIONS ARE TO FIRST INSTALL, SEE PLAN 241500 FOR FULL LENGTH.

	UPRR	BNSF RH	BNSF LH
136LB. POWER	N/A	004734653	004734810
136LB. MANUAL	N/A	004734828	004734836
136LB. MAN. SPR. SW.	N/A	004734869	004734877
141LB. POWER	N/A	005253505	005253497
141LB. MANUAL	N/A	005253521	005253513
141LB. MAN. SPR. SW.	N/A	005253547	005253539

BNSF RAILWAY

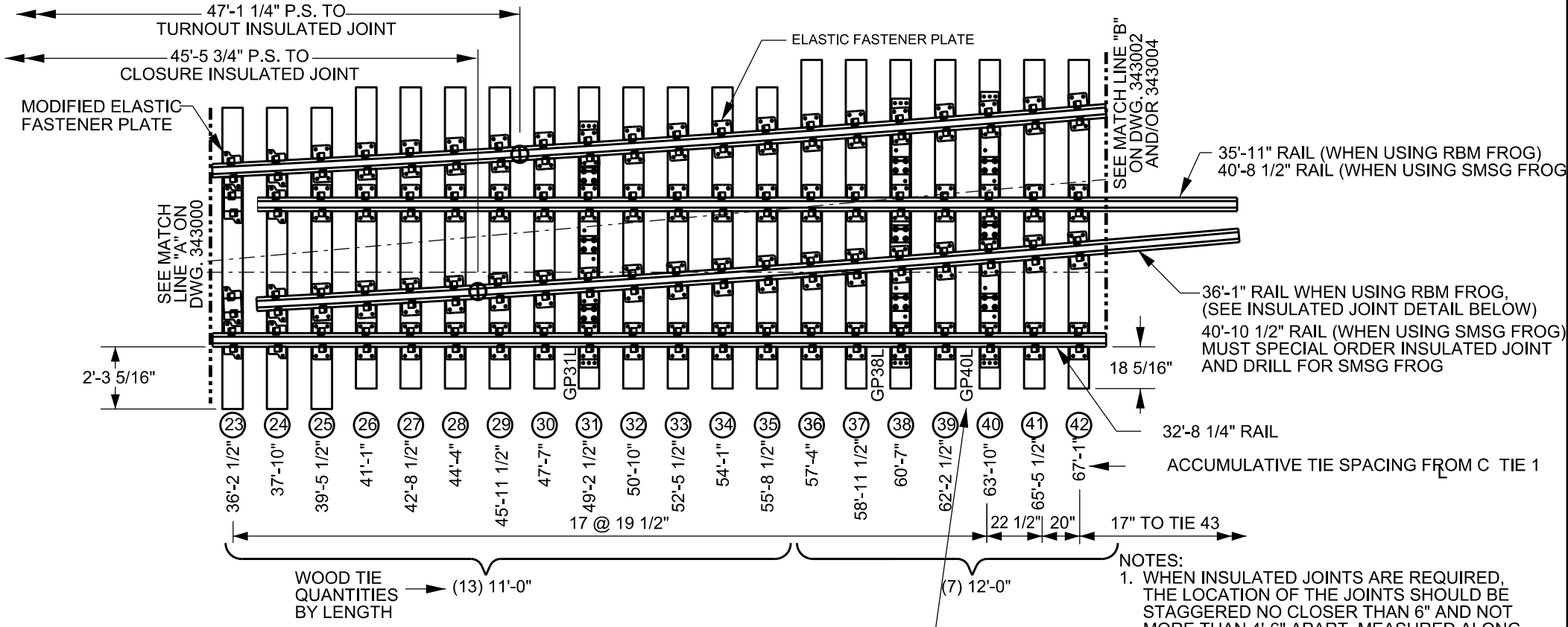
COMMON STANDARDS

NO. 11 TURNOUT136/141 LB. PANEL NO. 1

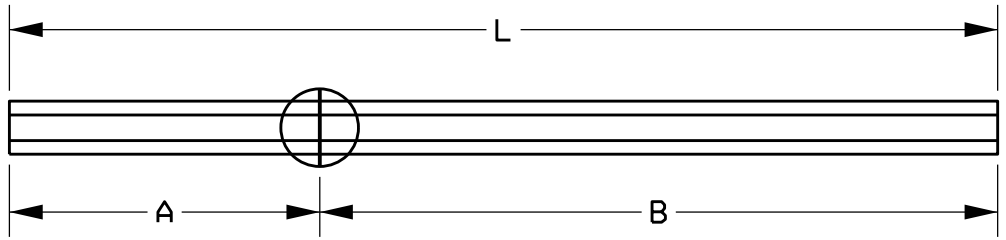
FILE OWNER: BNSF | DATE: NOV. 22, 2016

REV. NO.: 7 | DWG NO: 343000

343C176



NOTES:
1. WHEN INSULATED JOINTS ARE REQUIRED, THE LOCATION OF THE JOINTS SHOULD BE STAGGERED NO CLOSER THAN 6" AND NOT MORE THAN 4'-6" APART, MEASURED ALONG THE TURNOUT.
2. SEE DWGS 343000, 343002, 343003, 343004, AND 343005 FOR THE BALANCE OF LAYOUT PLANS.
3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
4. SEE DWG 343100 FOR TURNOUT GEOMETRY.
5. SEE DWG 343200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHT = 17,000 LBS.



INSULATED JOINT DETAIL
(FOR USE WITH RBM FROG ONLY)

	A	B	L
TURNOUT INSULATED JOINT RAIL	11'-4"	21'-5"	32'-9"
CLOSURE INSULATED JOINT RAIL	8'-2"	27'-11"	36'-1"

	BNSF STOCK CODE	
	136LB.	141LB.
LH TURNOUT INSULATED JOINT RAIL	005253760	005253554
LH CLOSURE INSULATED JOINT RAIL	005253778	005253562
RH TURNOUT INSULATED JOINT RAIL	005253786	005253570
RH CLOSURE INSULATED JOINT RAIL	005253794	005253588

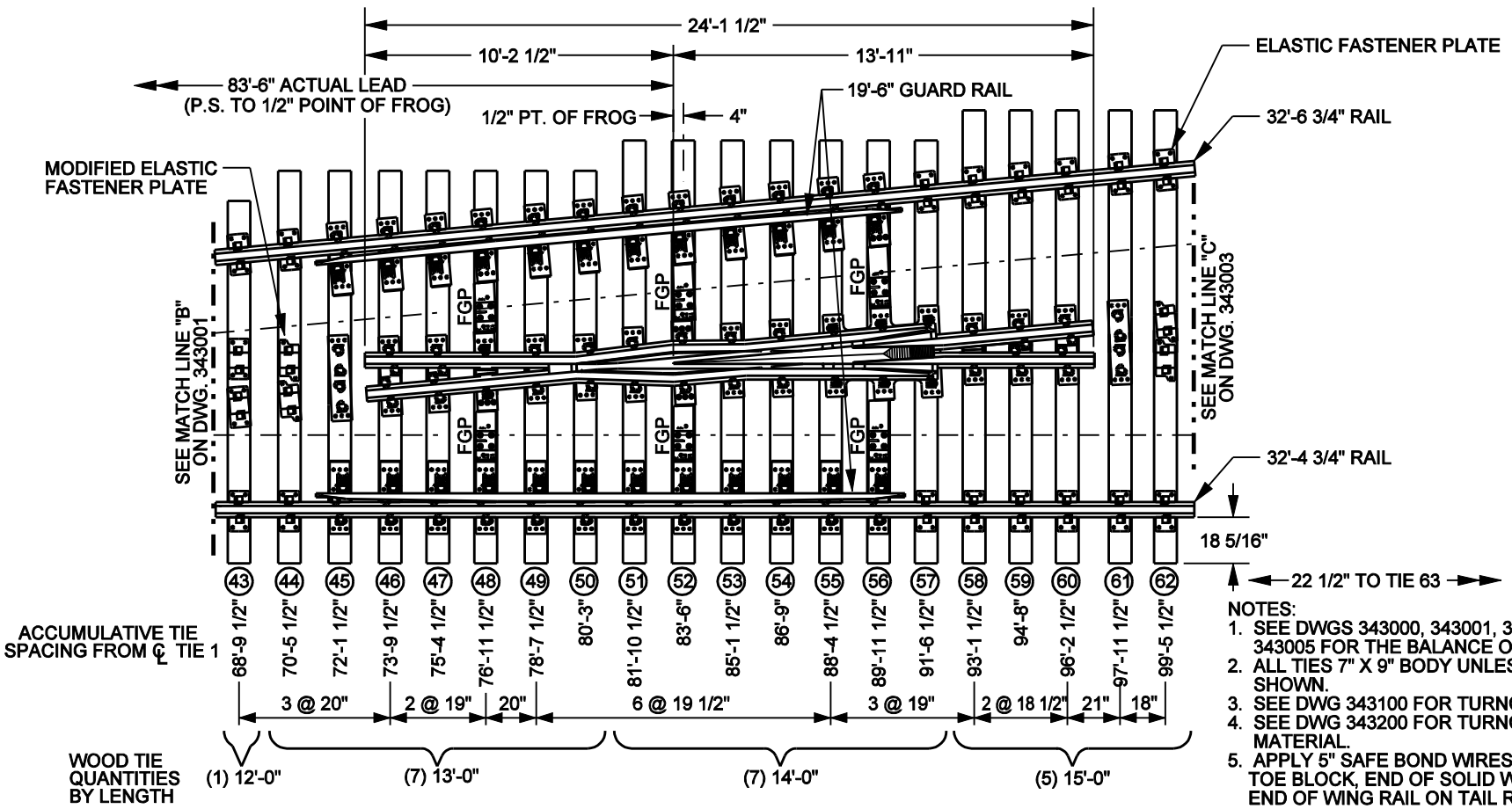
BNSF RAILWAY

COMMON STANDARDS

NO. 11 TURNOUT 136/141 LB.
PANEL NO. 2

FILE OWNER: BNSF | DATE: MAY 6, 2011
REV. NO.: 7 | DWG NO: 343001

22-8



NOTES:
1. SEE DWGS 343000, 343001, 343003, 343004, AND 343005 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
3. SEE DWG 343100 FOR TURNOUT GEOMETRY.
4. SEE DWG 343200 FOR TURNOUT BILL OF MATERIAL.
5. APPLY 5" SAFE BOND WIRES ONE CRIB AHEAD OF TOE BLOCK, END OF SOLID WING RAIL, BEHIND END OF WING RAIL ON TAIL RAIL AND ONE CRIB BEHIND HEEL BLOCK OF FROG.
6. PANEL WEIGHT = 22,000 LBS.
7. SEE DWGS 343004 AND 343005 FOR SMSG AND LIFT FROG PANELS.

	UPRR	BNSF RH	BNSF LH
136LB. RBM	N/A	004710299	004710307
136LB. SPR	N/A	004710315	004710323
136LB. SOLID	N/A	004710331	004710349
141LB. RBM	N/A	005252739	005252721
141LB. SPR	N/A	005252754	005252747
141LB. SOLID	N/A	N/A	N/A

BNSF RAILWAY

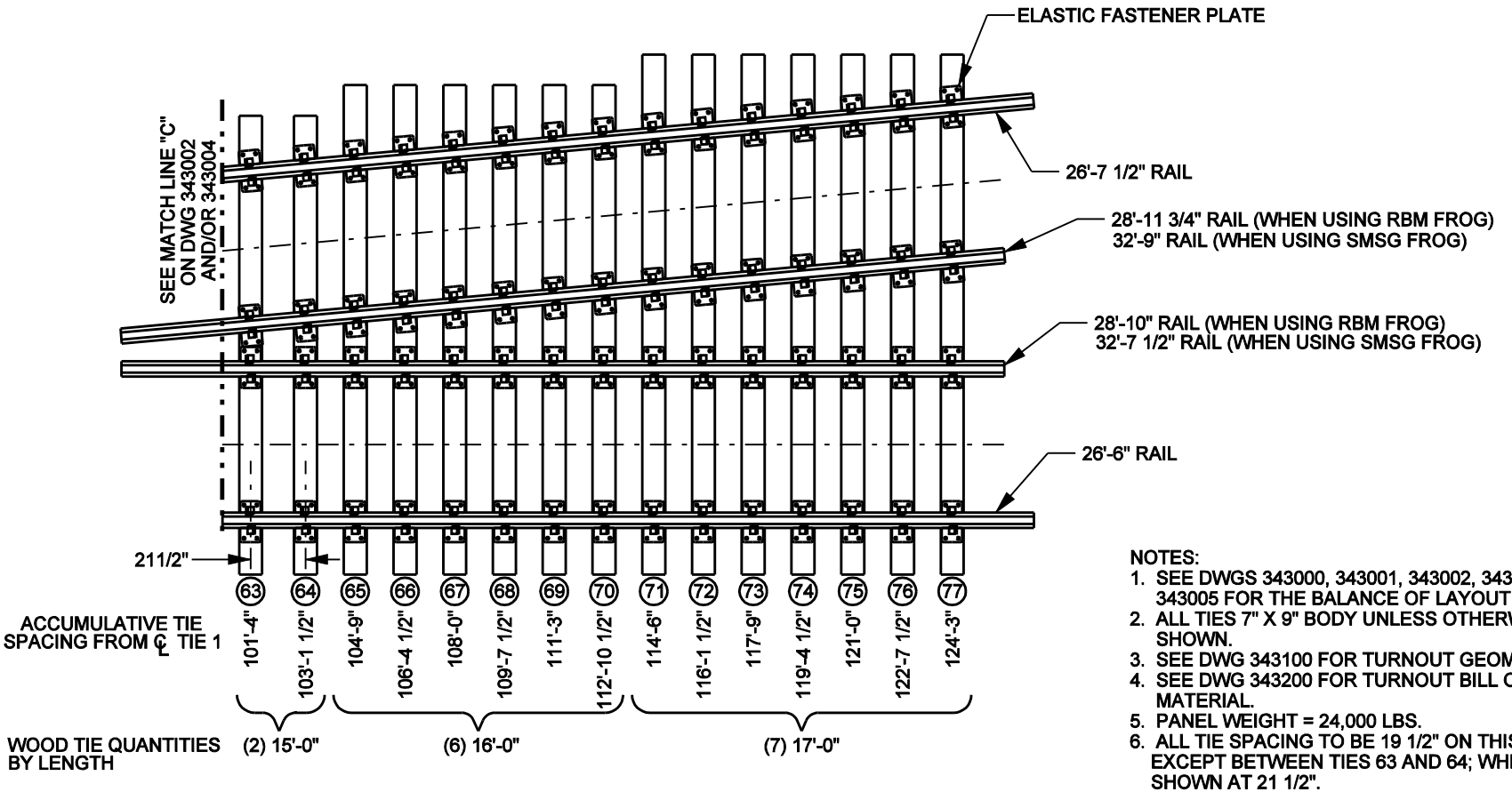
COMMON STANDARDS

NO. 11 TURNOUT 136/141 LB. PANEL NO. 3 WITH OPTIONAL RBM FROG

FILE OWNER: BNSF | DATE: AUG. 26, 2009

REV. NO.: 5 | DWG NO: 343002

22-9



NOTES:
1. SEE DWGS 343000, 343001, 343002, 343004, AND 343005 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
3. SEE DWG 343100 FOR TURNOUT GEOMETRY.
4. SEE DWG 343200 FOR TURNOUT BILL OF MATERIAL.
5. PANEL WEIGHT = 24,000 LBS.
6. ALL TIE SPACING TO BE 19 1/2" ON THIS DWG. EXCEPT BETWEEN TIES 63 AND 64; WHICH ARE SHOWN AT 21 1/2".

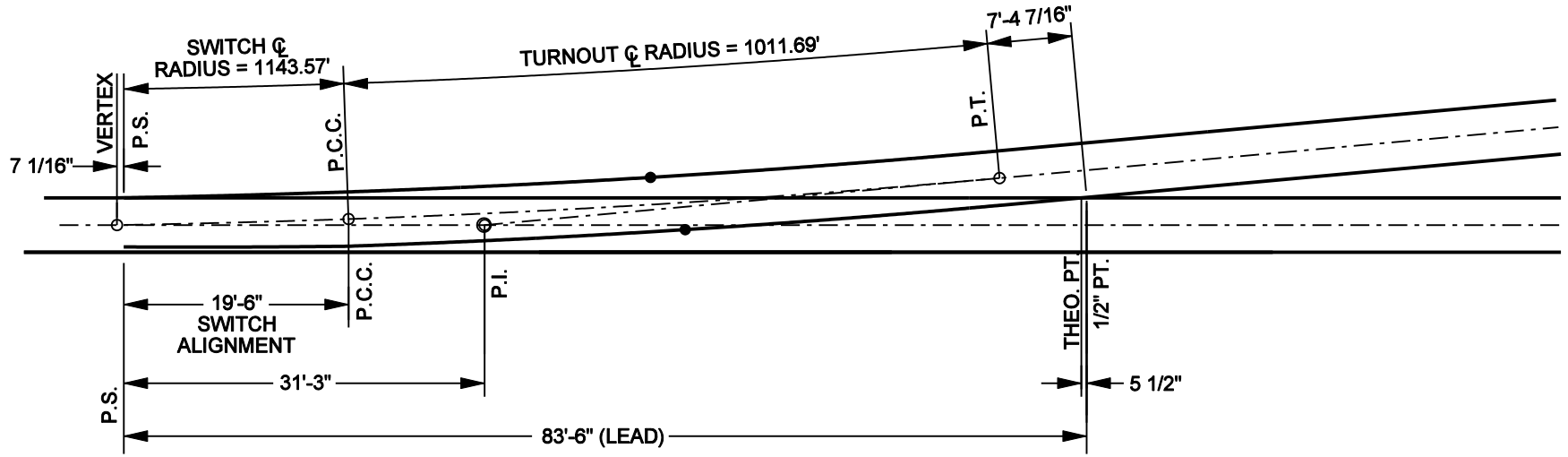
BNSF RAILWAY

COMMON STANDARDS

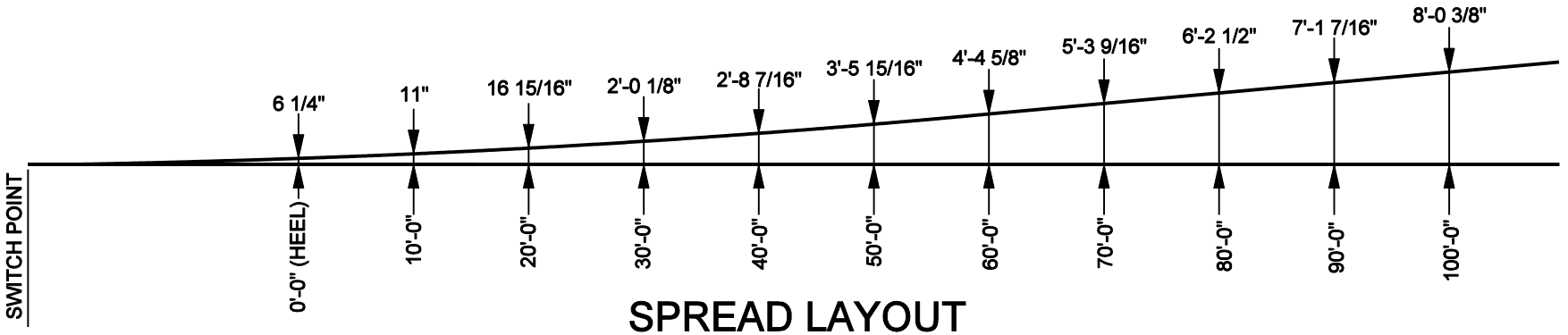
NO. 11 TURNOUT 136/141 LB. PANEL NO. 4

FILE OWNER: BNSF	DATE: AUG. 26, 2009
REV. NO.: 3	DWG NO: 343003

21-10



GENERAL LAYOUT



SPREAD LAYOUT

SWITCH DATA	
SWITCH LENGTH	19'-6"
HEEL SPREAD	6 1/4"
HEEL ANGLE	1°-59'-16"
SWITCH ANGLE	1°-00'-40"
THROW AT ROD #1	4 3/4"
RADIUS (CENTER LINE)	1143.57'
T =	9.69'
CENTRAL ANGLE - CLOSURE CURVE	0°58'16"
DEGREE OF CURVE	5°00'06"
TURNOUT POINT: THICKNESS AT POINT	1/8"
TURNOUT POINT: RADIUS (CLOSURE CURVE)	1145.92'
TURNOUT POINT: VERTEX DISTANCE	7 1/16"

FROG DATA	
ANGLE	5°-12'-18"
LENGTH	VARIES

TURNOUT DATA	
RADIUS OF CENTER LINE	1011.69'
T =	28.35'
CENTRAL ANGLE - CLOSURE CURVE	3°13'02"
DEGREE OF CURVE	5°40'44"

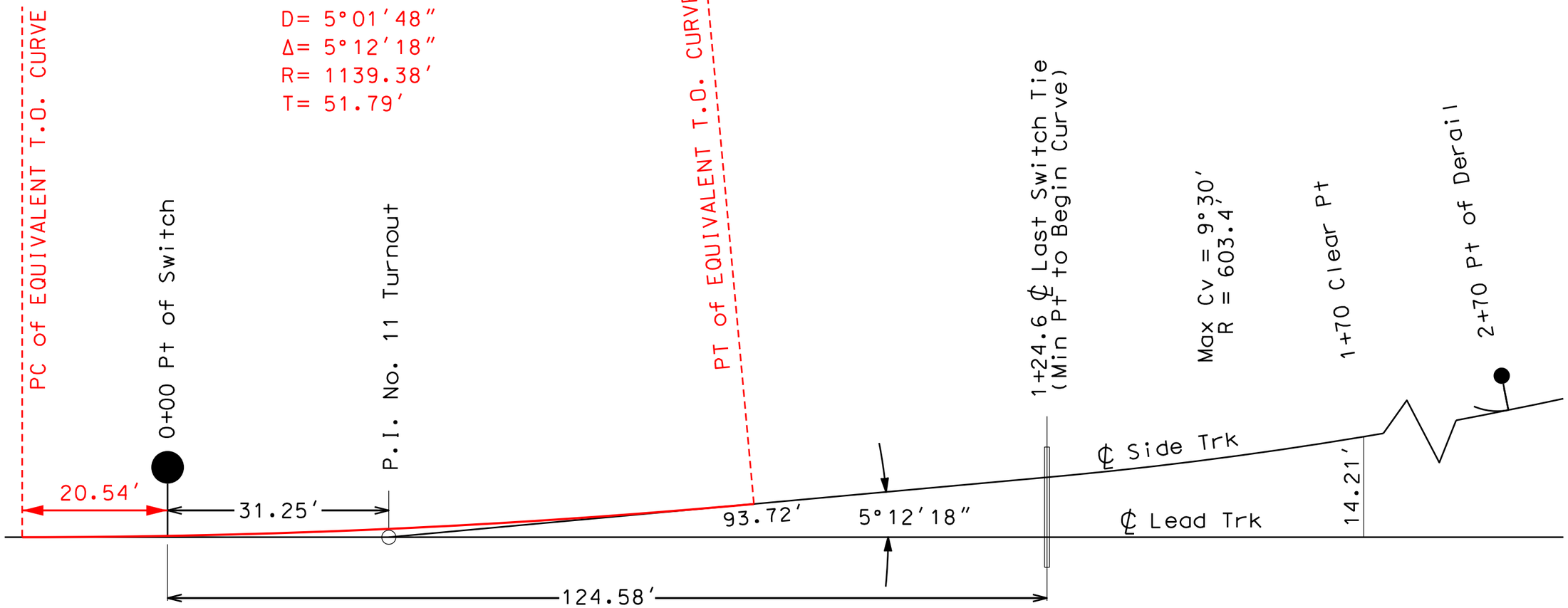
NOTES:

COMMON STANDARDS

NO. 11 TURNOUT 19'-6" CURVED SWITCH TURNOUT GEOMETRY

FILE OWNER: BNSF	DATE: JAN. 9, 2003
REV. NO.: 0	DWG NO: 343100

22-11 180



APPROVALS - (NAME - TITLE)	DATE	APPROVALS - (NAME - TITLE)	DATE

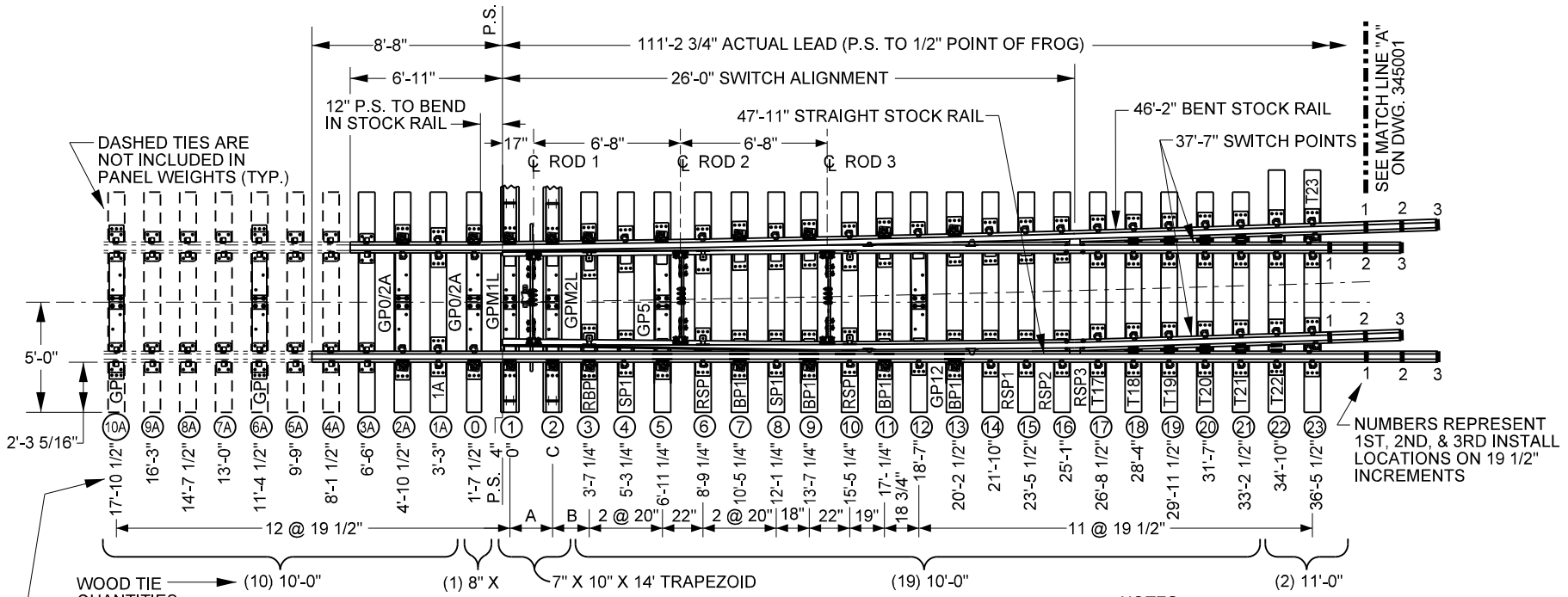
REVISIONS

NO.	DESCRIPTION	DATE	BY
1	Added CP and Derail info	4/5/17	JRG

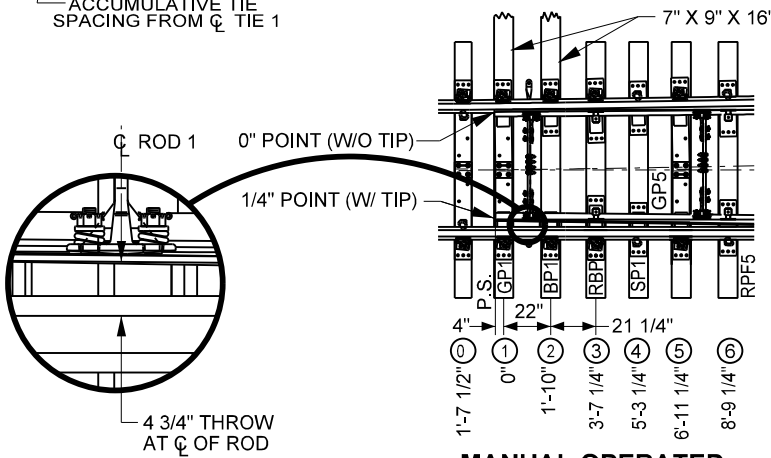
BNSF RAILWAY

NUMBER 11 TURNOUT
TRACK ALIGNMENT GEOMETRY

DRAWN 181	CHECKED	BNSF RAILWAY COMPANY - ENGINEERING SERVICES	PROTRAK SEQ NO	STATUS PRELIMINARY A-29	FILE: TURNOUTS.DGN	SHEET 1 OF 1	DATE: 05/06/2011



POWER OPERATED



THROW DETAIL

MANUAL OPERATED

VARIABLE TIE SPACING		
VARIABLE	UPRR	BNSF
A	23 1/4"	22"
B	20"	21 1/4"
C	23 1/4"	22"

NOTES:
1. SEE DWGS 345001, 345002, AND 345003 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIE SPACING 19 1/2" EXCEPT WHERE NOTED.
3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
4. SEE DWG 345100 FOR TURNOUT GEOMETRY.
5. SEE DWG 345200 FOR TURNOUT BILL OF MATERIAL.
6. APPLY 5" SAFE BOND WIRES ONE CRIB AHEAD OF HEEL OF SWITCH ON STOCK AND SWITCH POINT RAILS.
7. BNSF MANUAL AND MANUAL SPRING SWITCHES WILL BE SUPPLIED WITH UHMWPE PADS ON TIES 1 THROUGH 14.
8. PANEL WEIGHT = APPROXIMATELY 20,900 LBS.

	UPRR	BNSF LH	BNSF RH
136LB. POWER	N/A	518030091	518030065
136LB. MANUAL	N/A	518030093	518030092
136LB. MAN. SPRG.	N/A	518030095	518030094
141LB. POWER	N/A	518030134	518030135
141LB. MANUAL	N/A	518030136	518030137
141LB. MAN. SPRG.	N/A	518030138	518030139

BNSF RAILWAY

UNION PACIFIC

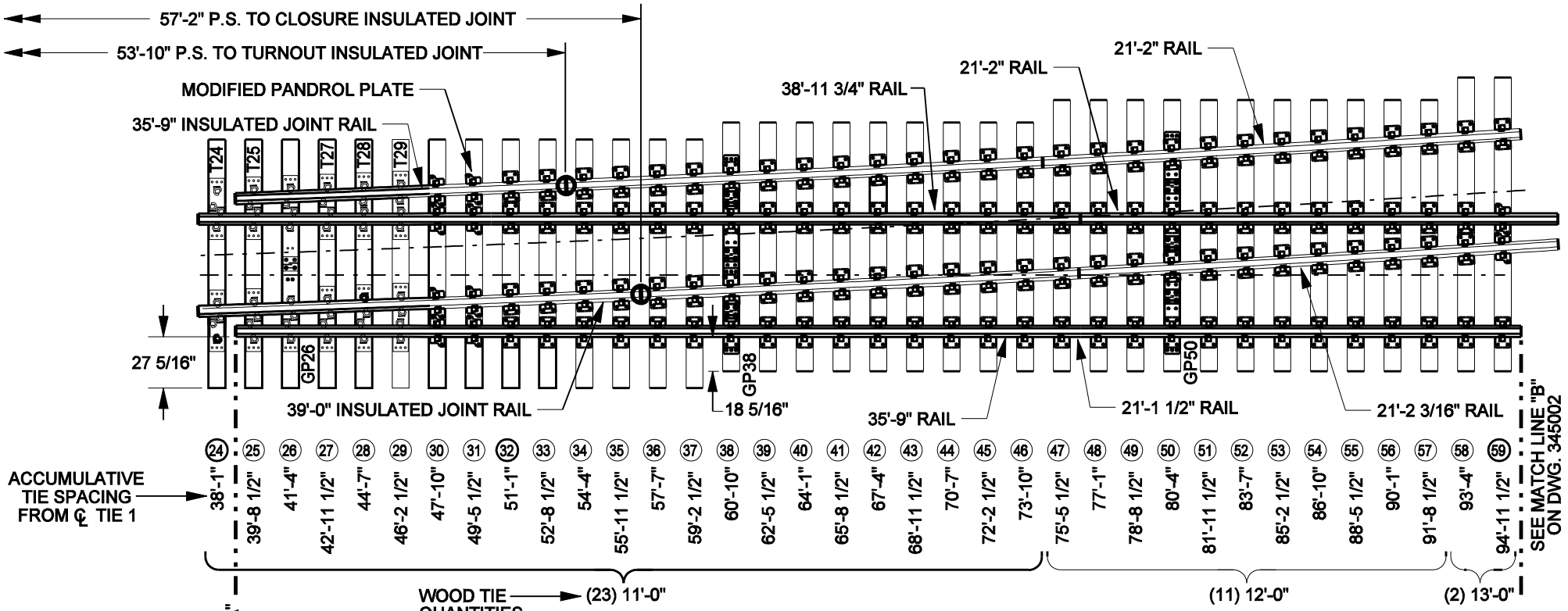
COMMON STANDARDS

NO. 15 TURNOUT 136/141 LB. PANEL NO. 1

FILE OWNER: UPRR | DATE: NOV. 22, 2016

REV. NO.: 6 | DWG NO: 345000

345C182



NOTES:
1. SEE DWGS 345000, 345002, AND 345003 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIE SPACING IS 19 1/2" ON THIS PANEL.
3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
4. SEE DWG 345100 FOR TURNOUT GEOMETRY.
5. SEE DWG 345200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHTS = APPROXIMATELY 19,500 LBS. AND 11,800 LBS.

	A	B	L
TURNOUT INSULATED JOINT RAIL	14'-8"	21'-1"	35'-9"
CLOSURE INSULATED JOINT RAIL	19'-7"	19'-5"	39'-0"

	BNSF ITEM NUMBER	
	136LB.	141LB.
LH TURNOUT INSULATED JOINT RAIL	518030155	518030140
LH CLOSURE INSULATED JOINT RAIL	518030156	518030141
RH TURNOUT INSULATED JOINT RAIL	518030157	518030142
RH CLOSURE INSULATED JOINT RAIL	518030158	518030143

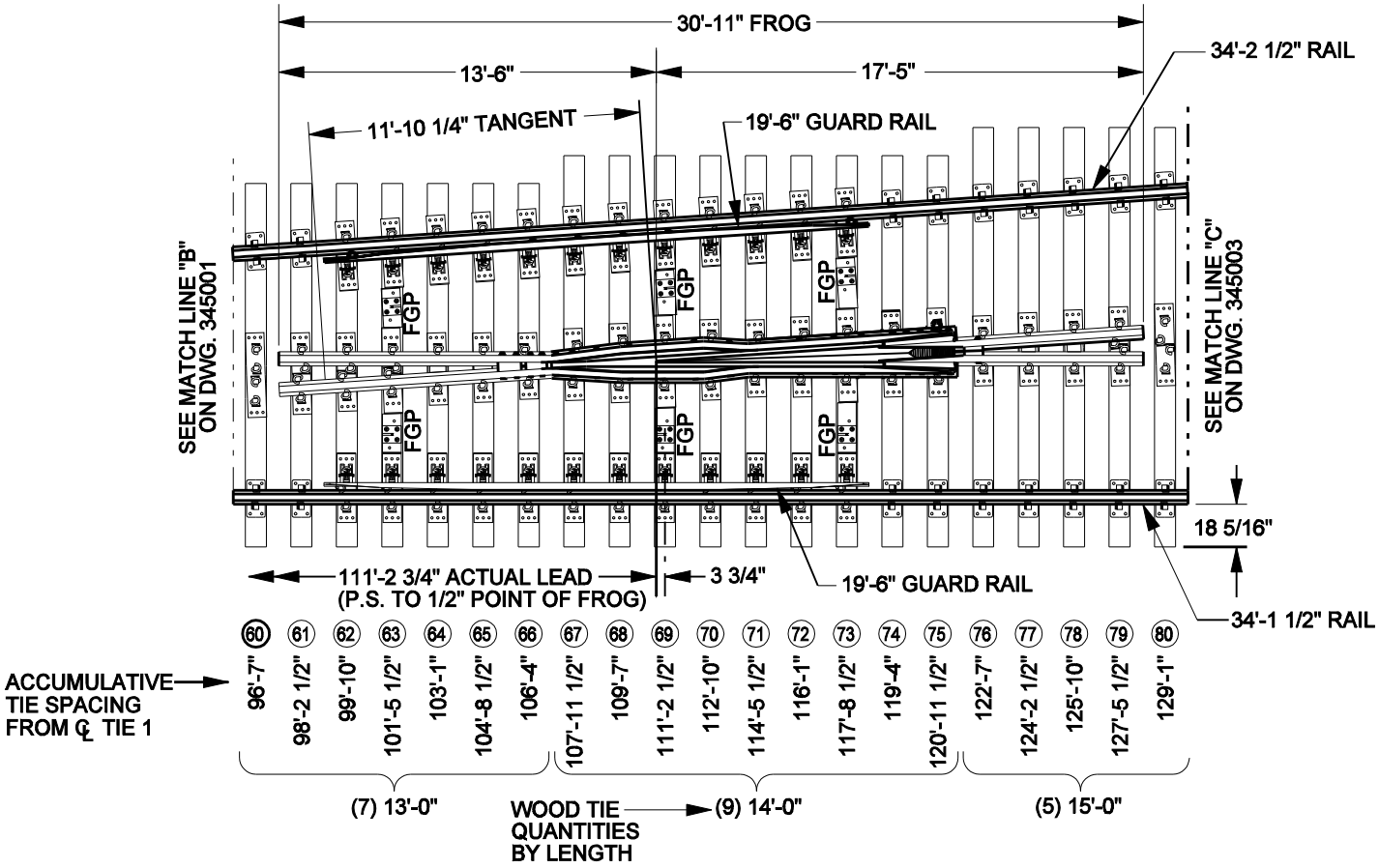
BNSF RAILWAY

COMMON STANDARDS

NO. 15 TURNOUT 136/141 LB. PANELS NO. 2 AND NO. 3

FILE OWNER: UPRR	DATE: MAY 19, 2008
REV. NO.: 3	DWG NO: 345001

22-14



NOTES:
1. SEE DWGS 345000, 345001, AND 345003 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIE SPACING IS 19 1/2" ON THIS PANEL.
3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
4. SEE DWG 345100 FOR TURNOUT GEOMETRY.
5. SEE DWG 345200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHT = APPROXIMATELY 28,800 LBS.

	UPRR	BNSF LH	BNSF RH
136LB. RBM	N/A	513450060	513450059
136 LB. SPRING	N/A	513450063	513450061
141 LB. RBM	N/A	513450232	513450233
141 LB. SPRING	N/A	513450234	513450235

BNSF RAILWAY

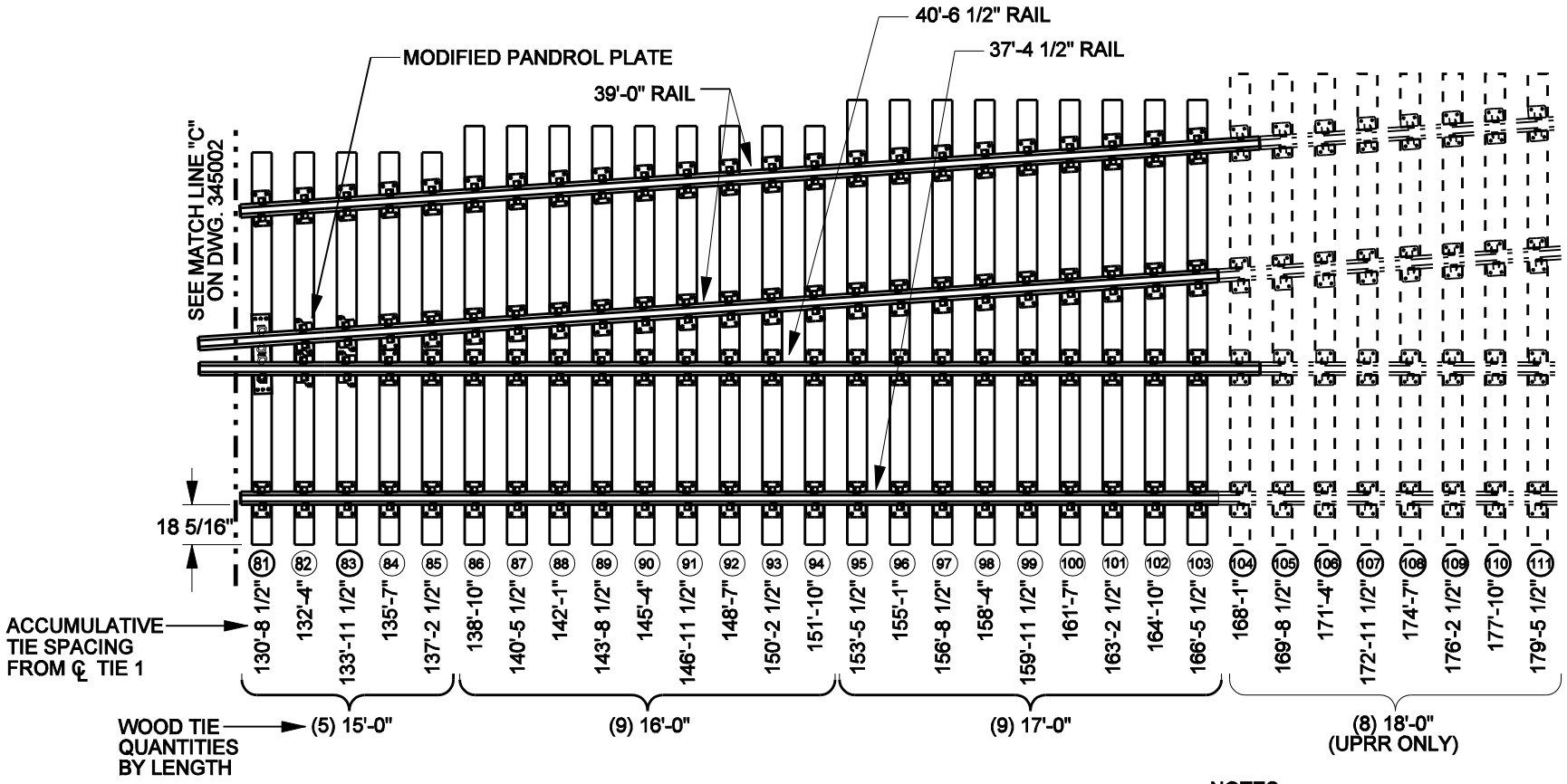
COMMON STANDARDS

NO. 15 TURNOUT 136/141 LB. PANEL NO. 4

FILE OWNER: UPRR | DATE: MAY 16, 2008

REV. NO.: 3 | DWG NO: 345002

22-15



NOTES:
1. SEE DWGS 345000, 345001, AND 345002 FOR THE BALANCE OF LAYOUT PLANS.
2. ALL TIE SPACING IS 19 1/2" ON THIS PANEL.
3. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN.
4. SEE DWG 345100 FOR TURNOUT GEOMETRY.
5. SEE DWG 345200 FOR TURNOUT BILL OF MATERIAL.
6. PANEL WEIGHT = APPROXIMATELY 23,650 LBS.

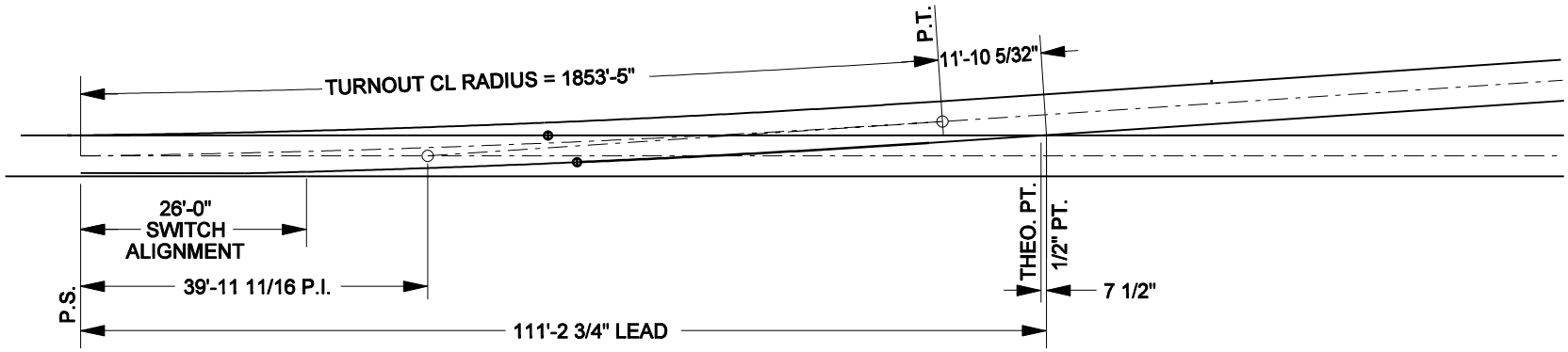
BNSF RAILWAY

COMMON STANDARDS

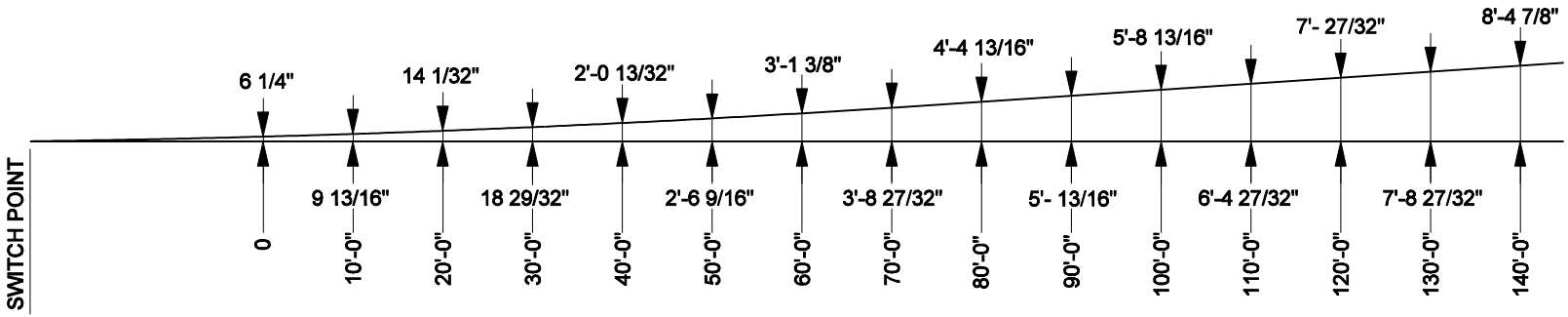
NO. 15 TURNOUT 136/141 LB. PANEL NO. 5

	FILE OWNER: UPRR	DATE: MAY 2, 2008
	REV. NO.: 1	DWG NO: 345003

22-16



GENERAL LAYOUT



SPREAD LAYOUT

SWITCH DATA	
SWITCH LENGTH	26'-0"
HEEL SPREAD	6 1/4"
HEEL ANGLE	1°-33'-2"
SWITCH ANGLE	0°-44'-47"
THROW AT ROD #1	4 3/4"
RADIUS (CENTER LINE)	1853.42'
T =	49.68'
CENTRAL ANGLE - CLOSURE CURVE	3°-04'-16"
DEGREE OF CURVE	3°-05'-30"
TURNOUT POINT: THICKNESS AT POINT	1/4"
TURNOUT POINT: RADIUS (CLOSURE CURVE)	1855.77'
TURNOUT POINT: VERTEX DISTANCE	0"

FROG DATA	
ANGLE	3°-49'-06"
LENGTH	VARIES

TURNOUT DATA	
RADIUS OF CENTER LINE	1853.42'
T =	49.68'
CENTRAL ANGLE - CLOSURE CURVE	3°-04'-16"
DEGREE OF CURVE	3°-05'-30"

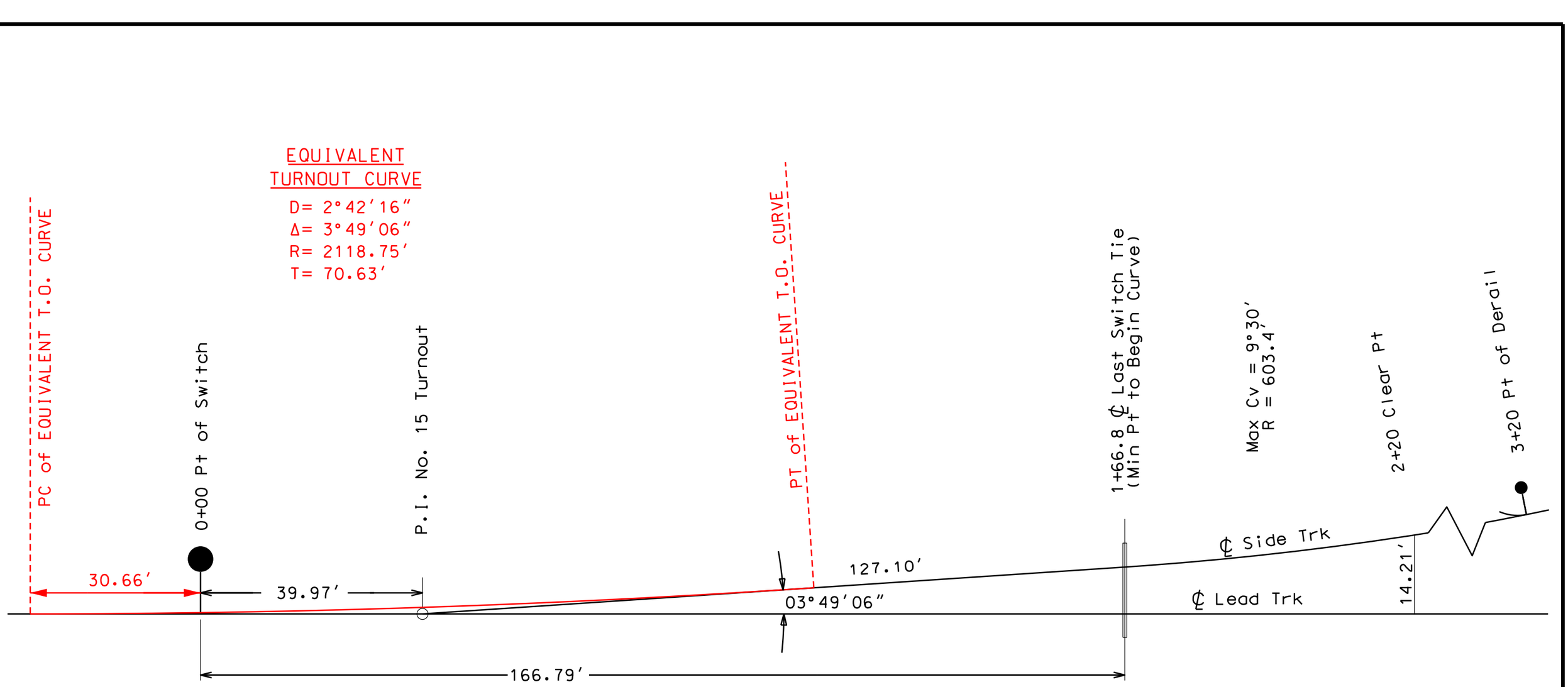
NOTES:

COMMON STANDARDS

NO. 15 TURNOUT 26'-0" CURVED SWITCH, TURNOUT GEOMETRY

FILE OWNER: UPRR	DATE: JAN. 14, 2003
REV. NO.: 0	DWG NO: 345100

345100



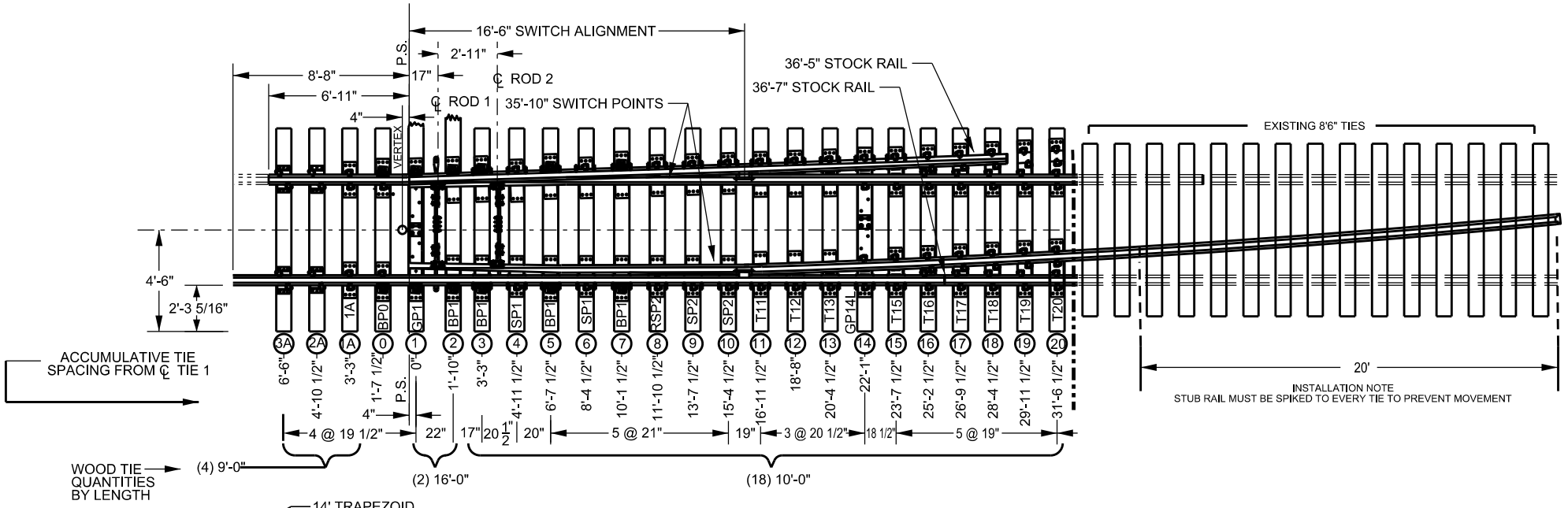
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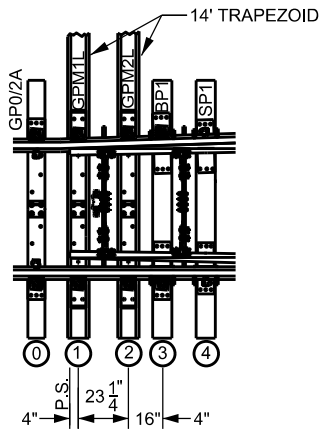
REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	Added CP and Derail info	4/5/17	JRG

BNSF RAILWAY

NUMBER 15 TURNOUT TRACK ALIGNMENT GEOMETRY

DRAWN	CHECKED	BNSF RAILWAY COMPANY - ENGINEERING SERVICES	PROTRAK SEQ NO	STATUS PRELIMINARY	FILE: TURNOUTS.DGN	SHEET 1 OF 1	DATE: 05/06/2011
187							

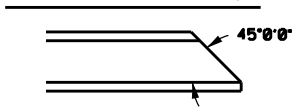




POWER OPERATED
PANEL WEIGHT: 20,000 LBS.

MANUAL OPERATED
PANEL WEIGHT: 20,000 LBS.
Panel Length 44' 6"

END RAMP $45^{33}/_{64}$



NOTES:
1. ALL TIES 7" X 9" BODY UNLESS OTHERWISE SHOWN ABOVE.
2. SEE DWG 341100 FOR TRACK GEOMETRY.
3. FULLY BOX ANCHOR STOCK RAILS, TIES 3-15 FOR SHIPPING OF PANELS ONLY.
4. SWITCH POINT DERAIL FURNISHED AS A COMPLETE PANEL.
5. WHEN ORDERING SPECIFY LEFT OR RIGHT HAND AND POWER OR MANUAL OPERATION. SUPPLIER TO PROVIDE CORRECT PLATING AND TIES FOR POWER APPLICATIONS.
6. FOR OPERATING STANDS SEE STANDARD PLANS 2501.02 & 2153.01.
   FOR ROD PLAN SEE DRAWING 2156.01 AND DERAIL SIGN ON PLAN 3020.01.
7. SEE STANDARD PLAN 24000202 FOR DOUBLE SWITCH POINT DERAIL REQUIREMENTS.
8. SEE LATEST REVISED ENGINEERING INSTRUCTIONS 9.3.3 FOR INSTALLATION AND USE.
9. MANUFACTURER WILL PROVIDE A DRILLED 20' STUB RAIL, A DRILLED TURNOUT SWITCH POINT AND ANGLE BARS FOR HOOK UP.
10. END RAMPS REQUIRED ON STUB RAIL AND TURNOUT STOCK RAIL.

	LH	RH
POWER 141	054333703	054333711
POWER 136	054333646	054333653
POWER 115	054333687	054333695
MANUAL 141	054333661	054333679
MANUAL 136	54590633	54590641
MANUAL 115	054333638	54590658

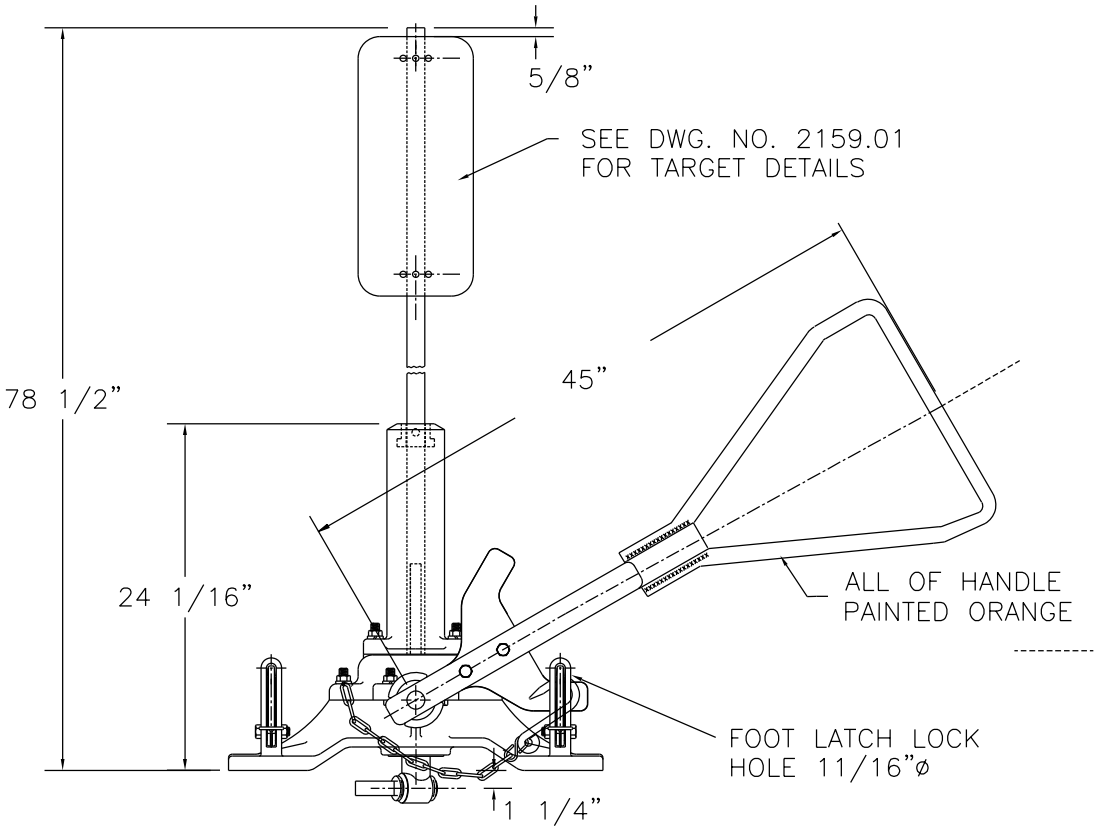
BNSF RAILWAY

STANDARD PLAN

DOUBLE SWITCH POINT DERAIL 16' 6" POINTS 136 LB

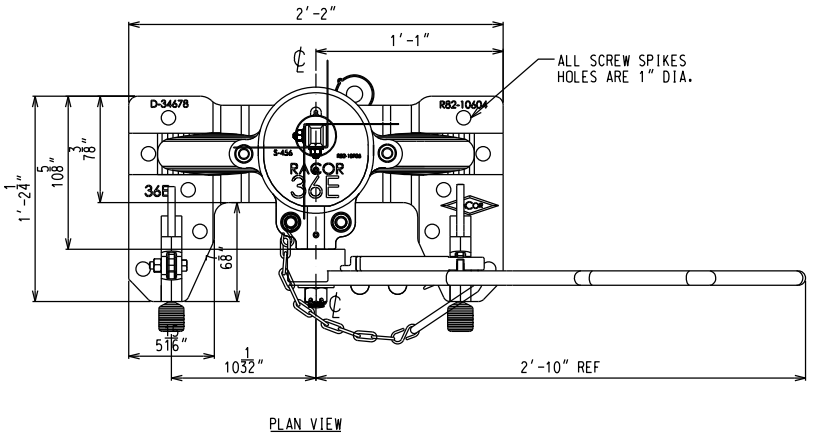
DATE: SEPTEMBER 8, 2011 | FILE OWNER: BNSF
DWG NO: 2400 | SHEET NO: 04 | REV NO: 00

3 - 6



ELEVATION VIEW

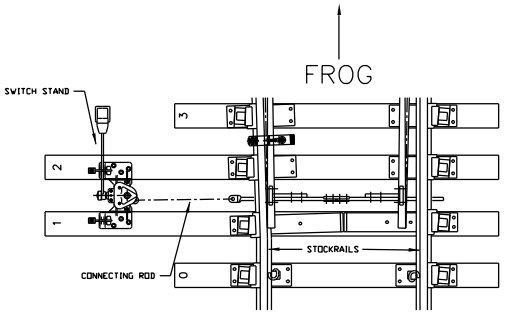
36 EH STANDS,
SHOWN WITH HIGH STAFF
AND TRI-HANDLE.



PLAN VIEW

PLAN VIEW

36 E STANDS,
SHOWN WITH LOW STAFF
AND TRI-HANDLE.



INSTALLATION VIEW

BILL OF MATERIALS

QUANTITY	SWITCH STAND DESCRIPTION	
1 EA.	36E LOW TARGET WITH TRI-HANDLE @ 30°	ITEM NO. 517740985N
1 EA.	36EH HIGH TARGET WITH TRI-HANDLE @ 30°	ITEM NO. 517740995N
1 EA.	36D RETRO-FIT KIT WITH TRI-HANDLE @ 30°	ITEM NO. 513960006N

NOTES:

1. SEE DWG. 2156 & 2160 FOR SPINDLE AND CRANK EYE DETAILS.
2. HANDLE KITS (STRAIGHT OR TRI-HANDLE) ARE AVAILABLE FOR FIELD RETRO FIT OF EXISTING 36 STYLE SWITCH STANDS.
3. STAND 36EH IS FOR MAIN LINE USE ONLY. FURNISHED WITH NO. 1.2 STAFF, SEE DWG. 2160.01.
4. STAND 36E IS FOR MAIN LINE OR YARD USE, FURNISHED WITH NO. 2 STAFF, SEE DWG. 2160.01.
5. 16:1 MECHANICAL ADVANTAGE.
6. SWITCH STANDS ARE TO BE INSTALLED WITH HANDLE DIRECTED TOWARDS FROG WHEN LINED TO THE STRAIGHT SIDE OF SWITCH.
6. STAND INCLUDES ½" DIAMETER HOOK ON 19" CHAIN

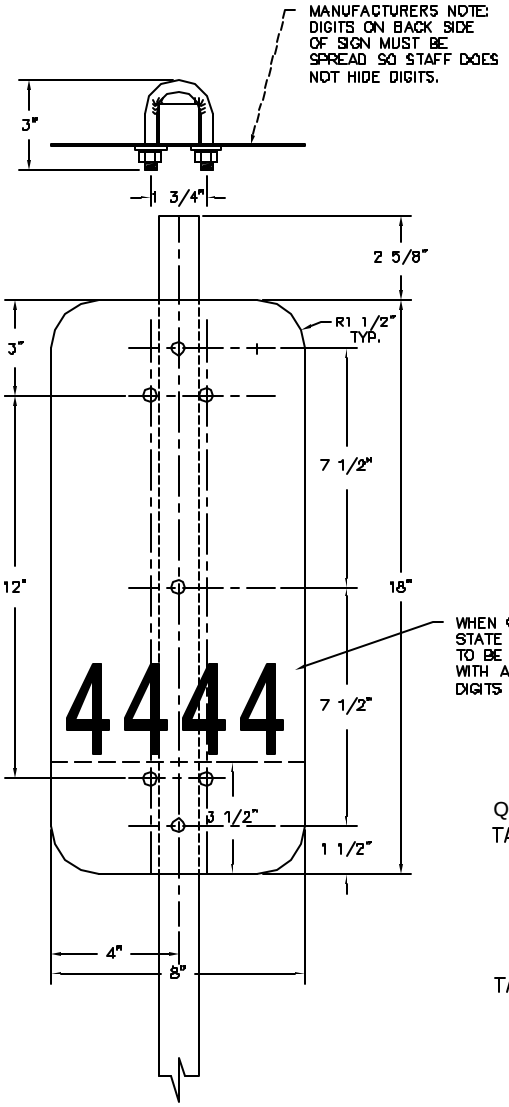
BNSF RAILWAY

STANDARD PLAN

RACOR STYLE 36E & 36EH
SWITCH STAND
WITH 45" TRI-HANDLE

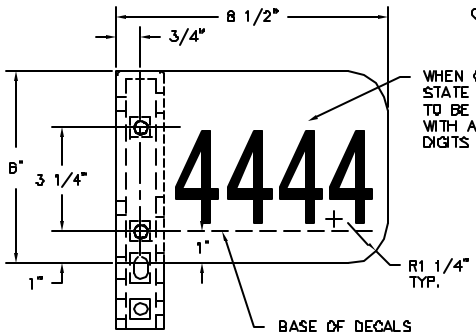
FILE OWNER BNSF	DATE: DECEMBER 10, 2010
REV. NO.: 13	DWG NO: 215301

19-15



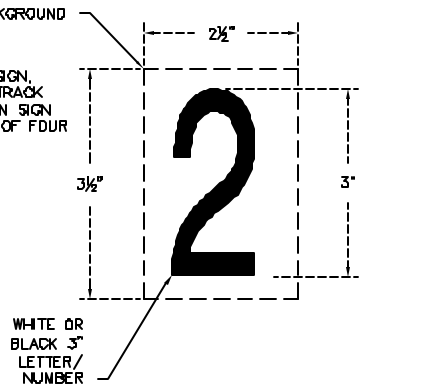
NO. 1 UNIVERSAL TARGET

1. MAIN LINE HIGH STANDS (RED)
2. NON-MAIN LINE HIGH STANDS (YELLOW)



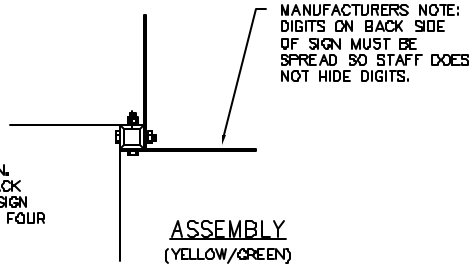
TARGET NO. 2

1. MAIN LINE LOW STANDS (RED ONLY)
2. NON-MAIN LINE LOW STANDS (YELLOW/GREEN)



ALPHANUMERIC DECAL

WHITE OR BLACK LETTER ON CLEAR BACKGROUND



ASSEMBLY

(YELLOW/GREEN)

FOR RETROFITTING EXISTING TARGET SIGNS, ORDER SHEETS AS STATED BELOW.

16 LETTERS/NUMBERS TO THE 8½" x 11" SHEET. ONE CHARACTER TYPE PER SHEET. MUST STATE NUMBERS AND LETTERS REQUIRED WHEN ORDERING.

THEY ARE SELF-ADHESIVE AND ARE APPLIED AS SHOWN ON TARGETS NO. 1 AND 2. CHARACTERS WILL HAVE TO BE TEST SPACED PRIOR TO ADHERRING TO SIGN. THE DECAL IS WIDER THAN WILL FIT ACCROSS THE SIGNS DEPENDING ON NUMBER OF CHARACTERS REQUIRED. OVERLAP THE CHARACTERS AS NECESSARY.

CLEAN THE AREA THE LETTERS / NUMBERS ARE TO BE APPLIED WITH WINDEX, AMMONIA BASE OR BEST OF ALL A CITRUS BASE CLEANERS. AFTER THE SURFACE HAS DRIED, APPLY CHARACTERS IN TEMPERATURES ABOVE 60°. IF APPLIED AS ABOVE THE LETTERS/NUMBERS WILL STICK. BELOW 60° THEY MAY NOT.

APPLY THE LETTERS/NUMBERS ON THE TARGET APPROPRIATE FOR THAT TRACK NAME WHEN THE SWITCH HAS BEEN THROWN FOR THAT MOVEMENT.

YOU MAY SPECIAL ORDER TARGETS WITH NUMBERS/LETTERS BUT YOU MUST SPECIFY THE LABEL YOU WANT ON THE TARGET AT TIME OF ORDERING.

YELLOW TARGET REQUIRES BLACK LETTERS/NUMBERS WITH CLEAR BACKGROUND.

NOTES:

1. ALL SIGNS LISTED IN THIS PLAN ARE 6" X 8 1/2" OR 8" X 18" SIZED WITH RED, YELLOW, OR GREEN REFLECTIVE BACKGROUND AS SHOWN.
2. TARGETS TO BE MADE OF .081" 5052 H38 SHEET ALUMINUM.
3. REFLECTORIZED MATERIAL TO BE APPLIED TO BOTH SIDES OF TARGET FOR BIDIRECTIONAL VIEWING.
4. GREEN SCOTCHLITE SERIES 3877, YELLOW SCOTCHLITE SERIES 3871, AND RED SCOTCHLITE SERIES 3872 TO BOTH SIDES. HIGH INTENSITY GRADE.
5. ALL HOLES IN TARGETS ARE 7/16"ø.
6. SEE PLAN 2160.01 FOR TARGET STAFFS.

BILL OF MATERIALS

QUANTITY SIGN PANEL

TARGETS BLANK WITH NO DIGITS

1 EA.	TARGET NO. 1 UNIVERSAL, (HIGH)-RED.....	ITEM NO. 518250994
1 EA.	TARGET NO. 1 UNIVERSAL (HIGH)-YELLOW	ITEM NO. 518250996
1 EA.	TARGET NO. 2 (LOW)-RED.....	ITEM NO. 518250005
1 EA.	TARGET NO. 2 (LOW)-YELLOW.....	ITEM NO. 518250006
1 EA.	TARGET NO. 2 (LOW)-GREEN.....	ITEM NO. 518250007

TARGETS WITH DIGITS

1 EA.	TARGET NO. 1 REFL. WHITE DIGITS ON RED BACKGROUND.....	ITEM NO. 518250003
1 EA.	TARGET NO. 1 BLACK DIGITS ON YELLOW BACKGROUND.....	ITEM NO. 518250004
1 EA.	TARGET NO. 2 REFL. WHITE DIGITS ON RED BACKGROUND....	ITEM NO. 518250008
1 EA.	TARGET NO. 2 BLACK DIGITS ON YELLOW BACKGROUND.....	ITEM NO. 518250010
1 EA.	TARGET NO. 2 REFL. WHITE DIGITS ON GREEN BACKGROUND	ITEM NO. 518250009

HARDWARE

2 EA.	3/8" X 1 3/4" X 3 1/2" U-BOLTS CADMIUM PLATED WITH FLAT WASHERS, AND ELASTIC STOP NUTS. (NO.1 TARGET)
3 EA.	3/8" X 2 1/2" BOLTS, CADMIUM PLATED WITH FLAT WASHERS, AND ELASTIC STOP NUTS. (NO. 1 TARGET)
2 EA.	3/8" X 2 1/2" BOLTS, CADMIUM PLATED WITH FLAT WASHERS, AND ELASTIC STOP NUTS. (NO. 2 TARGET)

BURLINGTON NORTHERN SANTA FE
STANDARD PLAN
ENGINEERING DEPT., FORT WORTH, TEXAS

SWITCH STAND TARGETS

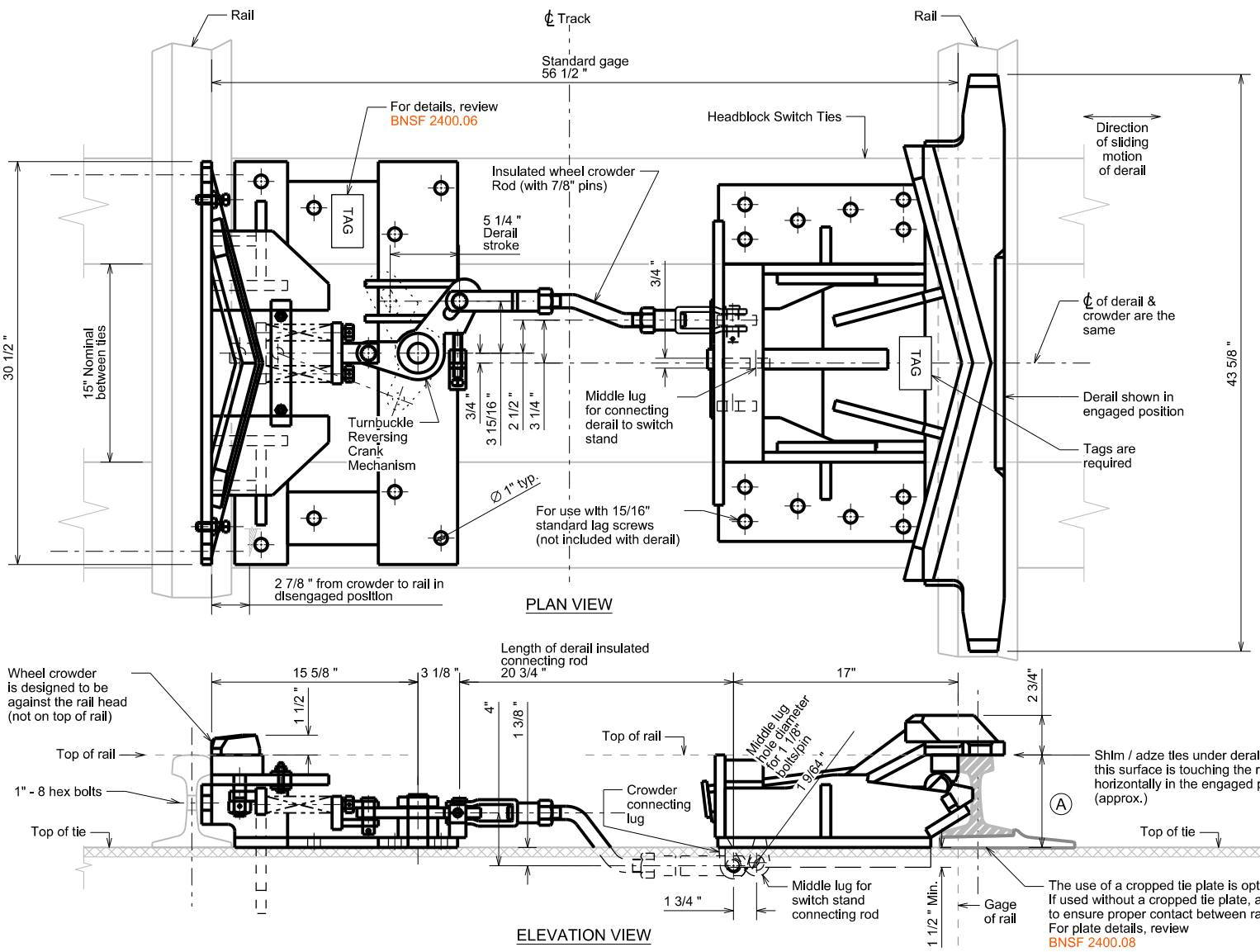
RAIL: N/A

DATE: 05/22/03 | SCALE: NONE

DWG. NO.	SHEET NO.	REV. NO.
2159	01	12

USE OF THIS DRAWING IS LIMITED TO BURLINGTON NORTHERN SANTA FE AND THE ENTITY DESIGNATED ON THE ATTACHED EXHIBIT "A". USE BY OTHER BE VOID OF ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF BURLINGTON NORTHERN SANTA FE.

19-18



8'-2" derail connecting rod to be used to connect the derail to the switch stand on the side of the derail

Stand to be installed such that the center of the middle lug is 8'-2" to 9'-3" from the switch stand

Rod to be used with a connecting pin of 1 1/8" dia. pin (new style) or 7/8" dia. pin (old style) based on the middle lug hole size

Ⓐ denotes the nominal height. Derail should lay flat on the rail head

Select derail size based on the height of the rail or the height of the rail plus tie plate

Derail sizes	Ⓐ
6	6 " +/-
7	7 " +/-
8	8 " +/-

Approx. weight 585 lbs.

GENERAL NOTES:

1. The Western Cullen Hayes bi-directional short stroke sliding derail (HBXSS derail) is not designed to be installed & used in absence of the crowder component.
2. Use of tie plates under the rail is optional. The plate must be cropped at the edge of the rail seat such that it does not prevent the proper seating of the derail on the ties or the proper installation of the derail.
3. The use of this derail is not intended to waive any requirements from the Engineering Instructions (EI). If apparent conflicts are present, the EI should govern.
4. For installation instructions, ordering and additional information, please review BNSF 2400.06 & BNSF 2400.07

BNSF RAILWAY

BNSF STANDARD PLAN
TRACK STANDARDS

WESTERN CULLEN HAYES MODEL HBX-SS
2-WAY SLIDING DERAIL WITH CROWDER

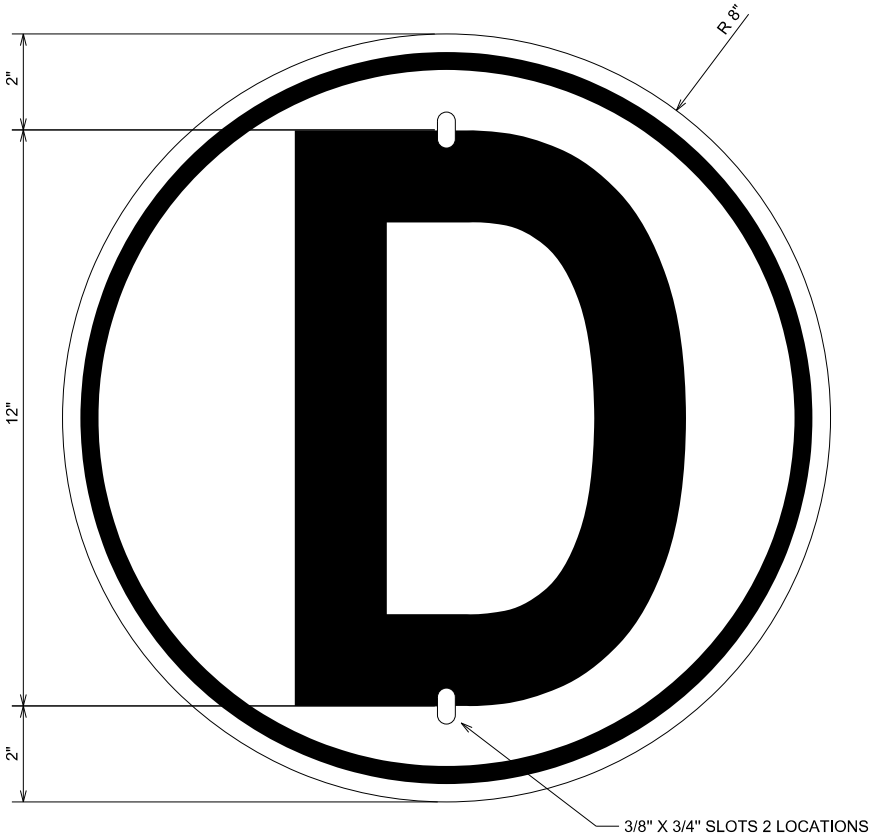
2400.03.06

Stock Codes Table (Login With Your BNSF email account)

DRAFTED OR REVISED	CHECKED	APPROVED		STATUS	DATE	PLAN NO	SHEET	REVISION
ISC	EKF	EKF	BNSF RAILWAY COMPANY - SYSTEM TRACK STANDARDS	Released	3/12/2019	2400	03	06

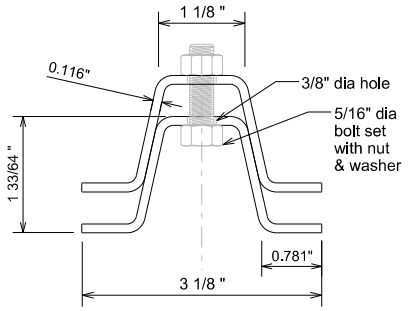
Navigate to Other Drawings (Login With Your BNSF email account)

SIGN NO. 28 - DERAIL SIGN



SPLICING DETAIL

MINIMUM OVERLAP 12"



NO. 28 SIGN DATA			
WIDTH:	16 "	HEIGHT:	16 "
THICK:	0.063 "	BORDER:	3/8 "
BACKGROUND COLOR	WHITE		
TEXT/SYMBOL COLOR	BLACK		

ORDERING/OTHER INSTRUCTIONS

Includes one sign and two sets of mounting screws

INSTRUCTIONS FOR THE USE OF THIS SIGN

General:

- Place derail sign opposite of derails without high target stand. Mounted on both sides of steel post for bidirectional viewing
- Sign may be mounted on switch stand mast

BILL OF MATERIALS

1 EA.	No. 28 Derail Sign
2 EA.	6 ' long galvanized flanged channel steel post with pointed ends 2 lbs. per linear feet 3/8 " Dia. mounting holes on 1 " centers
1 EA.	8 ' (or longer) galvanized flanged channel steel post with blank ends 2 lbs. per linear feet 3/8 " Dia. mounting holes on 1 " centers
6 EA.	5/16 " Dia. x 2 " galvanized round head square neck machine bolt with washer and lock nuts Fully threaded for sign panel mounting
6 EA.	5/16 " Dia. x 1 1/4 " mounting bolt sets (with washer & lock nuts) For post splicing

ALL SIGNS SHALL COMPLY WITH BNSF SIGN SPECIFICATIONS UNLESS OTHERWISE STATED

MOUNTING INSTRUCTIONS

1. Sign to be mounted no closer than 14' from nearest center of track, where practical

BNSF RAILWAY

BNSF STANDARD PLAN
ROADWAY SIGNS

NO. 28 SIGN
DERAIL SIGN

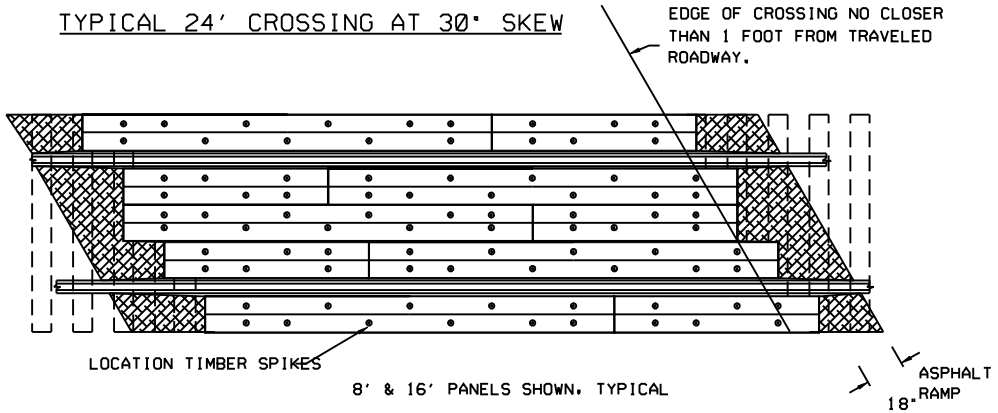
3028.01.00

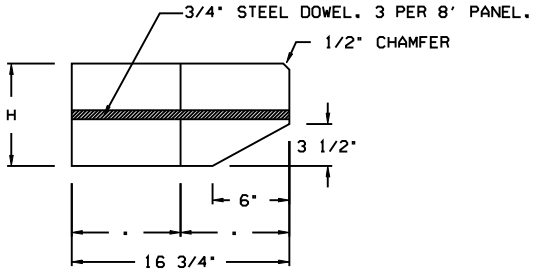
Stock Codes Table (Login With Your BNSF email account)

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CLY	EKF-S	*BNSF RAILWAY COMPANY - SYSTEM TRACK STANDARDS*					
CLY	EKF		Preliminary Draft	02/18/2020	3028	01	00

Navigate to Other Drawings (Login With Your BNSF email account)

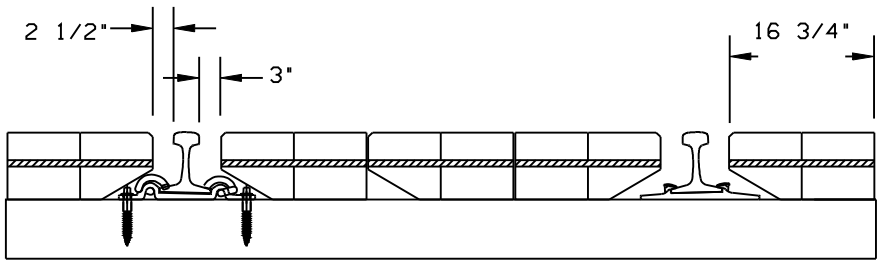
TYPICAL 24' CROSSING AT 30° SKEW





TWO PIECE PANEL

H = 7" FOR 100 LB RAIL
H = 7 1/2" FOR 115 LB RAIL
H = 8" FOR 136 LB. RAIL



8'6" CROSS TIE

MATERIAL & FABRICATION

1. HARDWOOD PANELS TO BE TREATED (BNSF SPECIFICATIONS) MIXED HARDWOOD, FREE OF WANE.
2. BRANDING: EACH CROSSING PANEL SHALL BE IDENTIFIED ON THE END WITH MANUFACTURER ID, MO/YR MANUFACTURED, WEIGHT RAIL.

INSTALLATION

1. BALLAST THROUGH CROSSING AREA SHALL BE CLEAN CRUSHED ROCK BALLAST, 12" BELOW BOTTOM OF TIES. TOP OF BALLAST TO BE 2" BELOW TOP OF TIES. TIES THROUGH CROSSING SHALL BE NO. 5 TREATED HARDWOOD 19 3/16" ON CENTERS, IN GOOD CONDITION.
2. IF REQUIRED BY GDLM, PERFORATED DRAINAGE PIPE RECOMMENDED FOR PROPER DRAINAGE PER BNSF DWG. 2259.01.
3. ENDS OF CROSSING PANELS SHOULD BE CENTERED ON TIE.
4. THERMITE WELDS OR RAIL JOINTS SHOULD BE LOCATED OUTSIDE THE CROSSING. WHEREVER POSSIBLE, WELDED RAIL SHOULD BE RELAYED THROUGH CROSSING (MINIMUM RAIL WEIGHT, 112 LB.) BEFORE NEW TIES AND CROSSING PANELS ARE INSTALLED.
5. PANELS SHALL BE HANDLED CAREFULLY, SLATTED AND STACKED ON LEVEL GROUND TO PREVENT WORPAGE.
6. PUBLIC CROSSINGS SHALL BE OF SUCH WIDTH AS PRESCRIBED BY LAW, BUT IN NO CASE SHALL THE WIDTH BE LESS THAN THAT OF THE ADJACENT TRAVELED ROADWAY PLUS 2 FEET.
7. TWIN LEAD TIMBER SPIKES FURNISHED SEPARATELY.
8. 3/8" DIA. HOLES SHOULD BE BORED IN FIELD, TO PATTERN SHOWN.
9. GAGE SIDE AND FIELD SIDE PANELS ARE INTERCHANGEABLE.
10. ALL CROSSING PANELS HAVE CLEARANCE FOR PANDROL PLATES AND CLIPS.
11. USE OF 10' TIES IS REQUIRED IN HEAVILY RAIL TRAFFIC CROSSINGS SEE DWG. 2253.03.
12. PANELS ARE FURNISHED FOR ANY LENGTH CROSSING IN INCREMENTS OF 8 AND 16 FEET. THE ITEM NUMBERS LISTED BELOW COVERS THE REQUIRED PANELS BY THE TRACK FOOT.

	BILL OF MATERIAL	
WT. RAIL	DESCRIPTION	STOCK CODE
100 LB	8' FULL DEPTH PANEL (2 PCS. DOWELED)	004938916
115 LB	8' FULL DEPTH PANEL (2 PCS. DOWELED)	004938940
115 LB	16' FULL DEPTH PANEL (2 PCS. DOWELED)	004938932
136 LB	8' FULL DEPTH PANEL (2 PCS. DOWELED)	004938866
136 LB	16' FULL DEPTH PANEL (2 PCS. DOWELED)	004938957
	3/4" X 12" TWIN LEAD TIMBER SPIKE	004744074
	3/4" X 13" TWIN LEAD TIMBER SPIKE	004743985

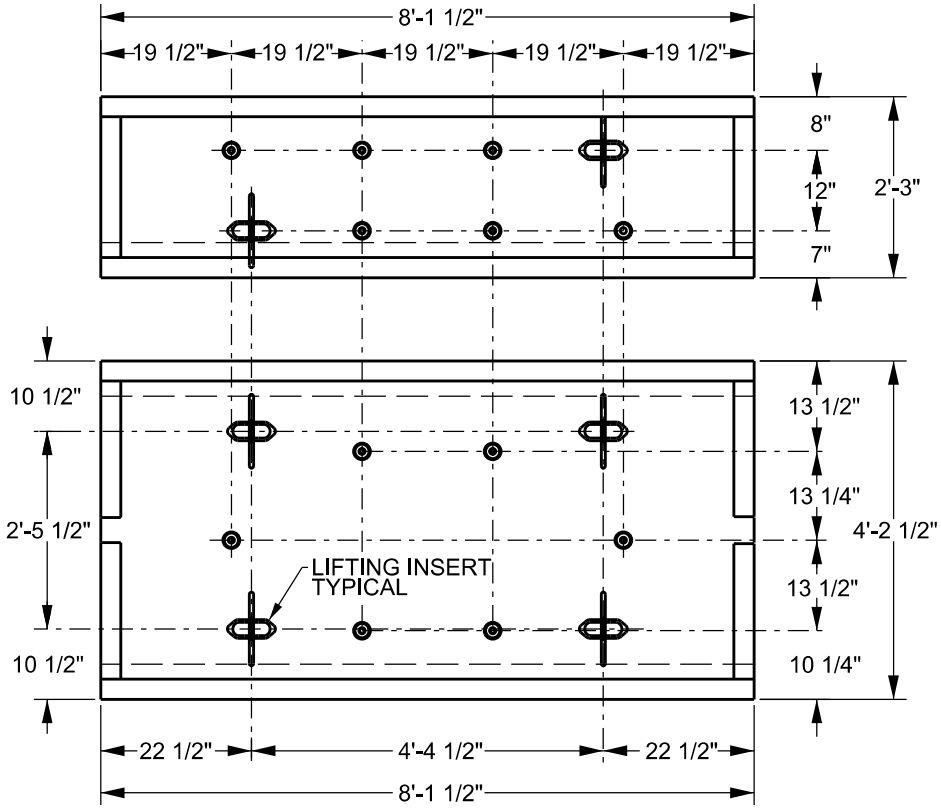
BNSF RAILWAY

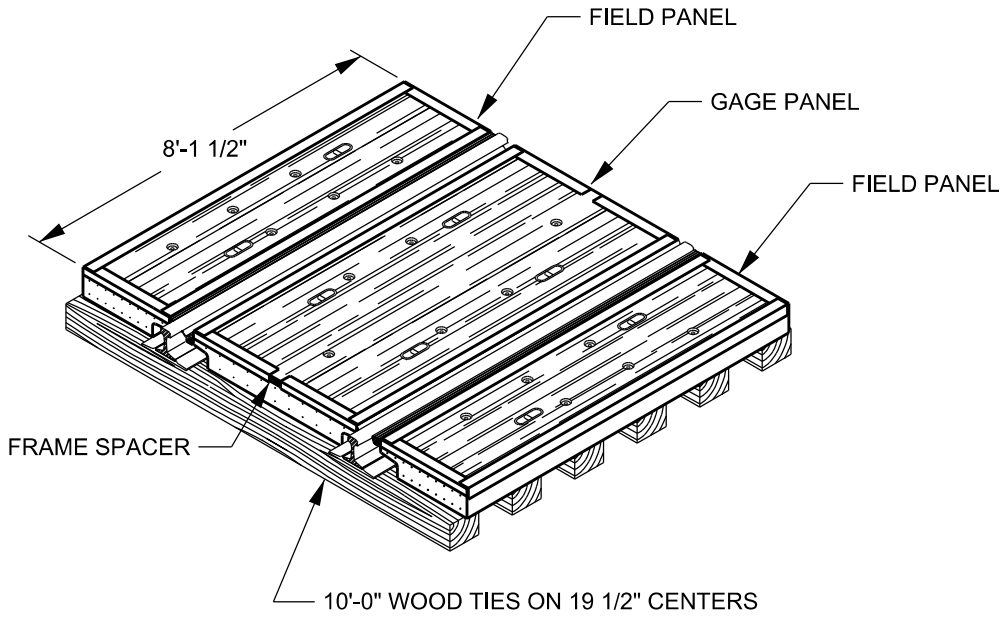
STANDARD PLAN

TIMBER CROSSING PANELS FOR LOW DENSITY RAIL TRAFFIC ON 8'6" WOOD TIES

SCALE: NONE	FILE OWNER BNSF	DATE: MAY 11, 2010
	REV. NO.: 07	DWG NO: 225302

15-17





NOTES:
1/4" RUBBER INTERFACE PAD TO BE PLACED BETWEEN PANEL AND TIES FOR 141 LB. RAIL SECTION. PAD TO BE NAILED TO TIES,

CROSSING TYPE - 10W

RAIL SIZE	PANEL HEIGHT	GAGE PANEL WEIGHT	FIELD PANEL WEIGHT
115	7 1/8"	2850 LBS.	1550 LBS.
132-141	7 7/8"	3125 LBS.	1675 LBS.

ITEM NUMBERS				
141 LB. BNSF	133-141 LB. UPRR	132-136 LB. BNSF	115 LB. UPRR	115 LB. BNSF
054374616	540-1301	004935722	540-0202	004935706

BNSF RAILWAY

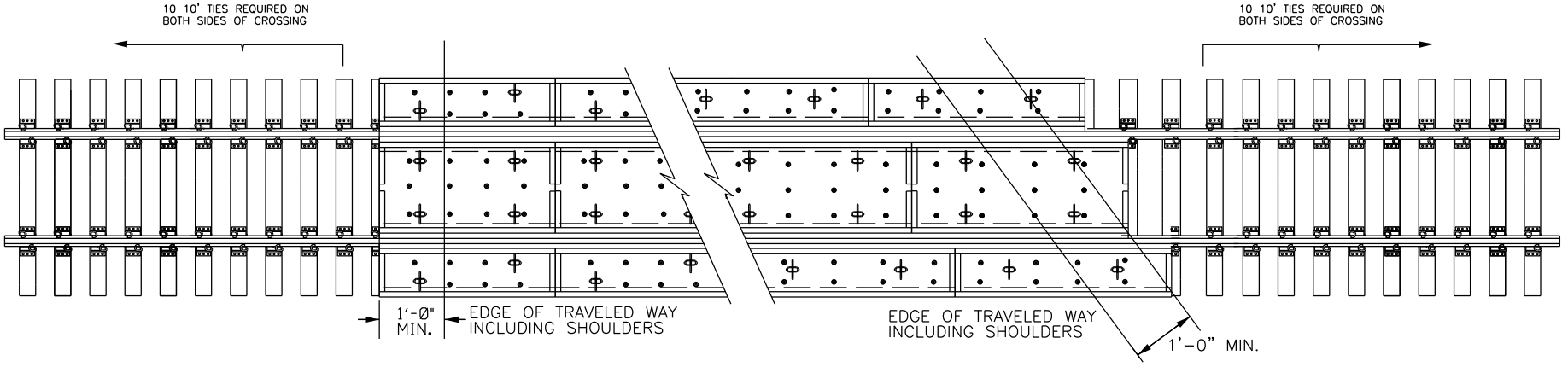
COMMON STANDARDS

LAYOUT FOR CONCRETE PANELS ON 10'-0" LONG WOOD TIES (10W)

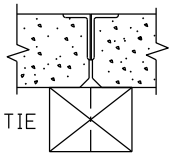
FILE OWNER: UPRR | DATE: DEC. 6, 2010

REV. NO.: 2 | DWG NO: [illegible]00

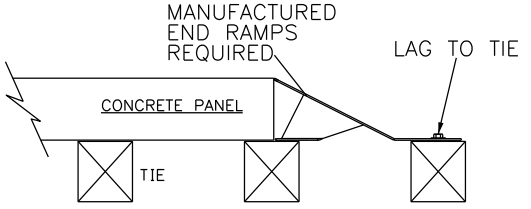
15-1



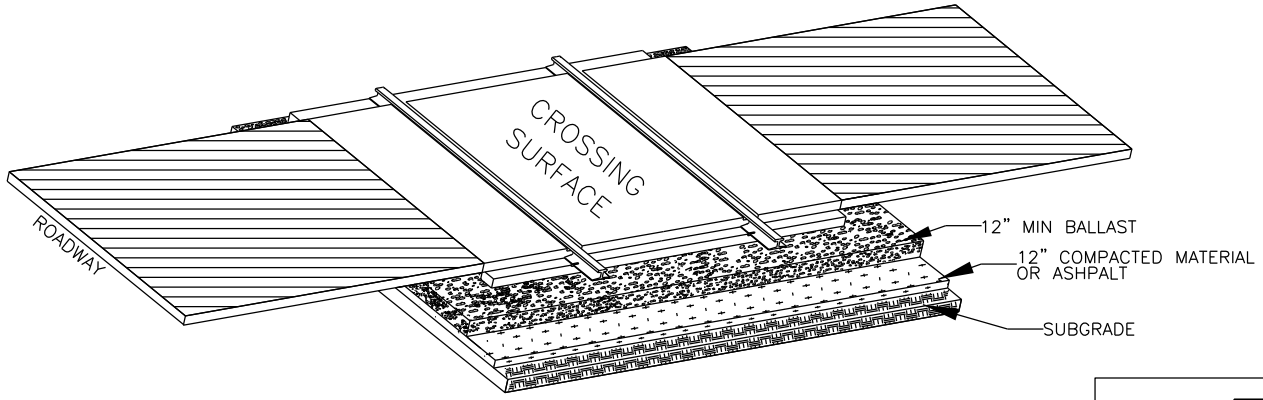
CONCRETE CROSSING ON WOOD TIES



CONCRETE PANELS MUST BE SUPPORTED BY TIE AS SHOWN



SIDE VIEW– FIELD RAMP SHOWN



BALLAST SECTION

NOTES:

SEE E.I. 10 FOR ROAD CROSSING REQUIREMENTS

1. DIRECT DRAINAGE AWAY FROM THE TRACK
2. PREVENT MATERIAL FROM FOULING THE ROAD CROSSING BALLAST SECTION
3. DIVERT SURFACE WATER FLOWING ALONG THE ROADWAY OR APPROACHES AWAY FROM THE TRACK
4. SEE BNSF STANDARD PLANS 2258.03, 2258.04 AND 2258.05 FOR END RAMP SYSTEM

BNSF RAILWAY

ROAD CROSSING LAYOUT

DRAWING: 2259	SHEET: 01	REVISION: 07
DATE: OCTOBER 29, 2013	OWNER: BNSF	

15-195

CLEARANCES BY STATES

STATE	REGULATION REFERENCE	TRACK CENTERS									VERTICAL						HORIZONTAL																			
																							PLATFORMS						SIGNALS							
																							H = Horizontal Clearance (Min.) V = Vertical Clearance (Max.)							LOW BETWEEN TRACKS		SWITCH BOXES, ETC.				
		YEAR OF LATEST AMENDMENT	MAIN TRACKS	ANY TWO SUBSIDIARY TRACKS	ADJACENT SUBSIDIARY TRACK TO ANY MAIN TRACKS	LADDER TRACK ADJACENT TO ANY PARALLEL TRACK	TWO ADJACENT PARALLEL LADDER TRACKS	YARD LEADS, REPAIR, & CABOOSE TRACKS	TEAM TRACKS IN PAIRS	UNLOADING TRACKS AT PLATFORMS	GENERAL	THRU BRIDGES	HIGHWAY BRIDGES	TUNNELS	BUILDING DOORS	IN BUILDINGS	GENERAL	THRU BRIDGES	HIGHWAY BRIDGES	TUNNELS	BUILDING DOORS	IN BUILDINGS							HIGH SIGNALS	HEIGHT (MAX)	CLEARANCE	HEIGHT (MAX)	CLEARANCE	POLES	ORE AND COAL DOCKS	CATTLE CHUTES
																							V_1	H_1	V_2	H_2	V_3	H_3								
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37
ALABAMA	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
ARIZONA	CHPTR. 5, ART. 1	1987	14-0	14-0	15-0	20-0	20-0	NR	13-0	13-6	22-0	22-0	23-0	22-0	18-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	7-8	8-6	0-8	4-8	NR	NR	4-6	8-0	8-6	3-0	6-0	0-5	3-0	8-6	8-6	8-6
* ARKANSAS	CASE R-1012	1956	14-0	14-0	14-0	17-0	20-0	14-0	13-0	13-0	22-0	22-0	22-0	23-0	17-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	7-0 [2] [4]	7-0 [5]	0-8	5-0	4-0	5-9 [5]	4-0	8-0	8-6	3-0	6-0	0-4	3-0	8-6	8-6	8-6
CALIFORNIA	G.O. 26-D	1988	14-0	14-0	15-0	20-0	20-0	14-0	13-0	13-0	22-6	22-6	22-6	22-6	18-0	18-0 [3]	8-6	8-0	8-6	8-0	8-6	8-6	0-8	4-8	NR	NR	4-0	7-6 [8]	8-6	3-0	6-0	0-4	3-0	8-6	8-6	8-6
CANADA	CHPTR. 1189	1983	13-0	13-6	14-0	15-0	18-0	13-6	12-0	12-0	22-6	22-6	22-6	22-6	22-6	22-6	8-4¼	8-0	8-4¼	8-0	8-4¼	8-4¼	12	12	12	12	4-0	12	8-4¼	3-0	8-4¼	NR	NR	8-4¼	8-4¼	8-4¼
COLORADO	DEC. 55621	1987	14-0	14-0	15-0	17-0	20-0	14-0	13-0	13-6	22-6	22-0	22-6	23-0	17-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	7-0 [6]	8-0 [5]	0-8	5-0	4-0	5-9 [6]	4-0	8-6	8-6	3-0	6-0	0-4	3-0	8-6	8-6	8-6
IDAHO	G.O. N0. 158	1980	14-0	14-0	15-0	20-0	20-0	14-0	13-0	13-0	23-6	22-6	22-6	22-6	18-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	8-6 [2]	8-6 [2]	0-8	4-8	4-0	7-3	4-0	8-6 [8]	8-0	3-0	6-0	0-4	3-0	8-6	8-6	8-6
ILLINOIS	TITLE 92 I.A.C.	1986	13-6 [11]	13-6	15-0	17-0 [15]	19-0 [16]	NR	13-6	13-6	21-6	21-3	21-6	21-6 [1]	H	21-6	8-0	8-0	8-0	8-0 [1]	7-0 [2]	8-0	0-4	4-6	0-8	5-1 [7]	CFH	6-2	8-6	NR	NR	NR	NR	9-0	8-0	8-0
IOWA	NR	1982	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
KANSAS	ART. 5 -RSR	1987	14-0	14-0	14-0	17-0	20-0	14-0	13-0	13-6	22-6	22-6	22-6	23-0	17-0	18-0	8-6	8-6	8-6	8-0	7-0 [13]	7-0 [14]	0-8	5-0	4-0	6-2 [8]	4-0	8-6	8-6	3-0	6-0	0-4	3-0	8-6	8-6	8-6
KENTUCKY	277.240	1942	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	22-0	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
MINNESOTA	219.47	1980	14-0	14-0	14-0	17-0	19-0	14-0	14-0	14-0	22-0	22-0	22-0	22-0	22-0 [2]	22-0	8-6	8-6	8-6	8-6	8-6 [2]	8-6	NR	NR	NR	NR	NR	NR	8-6	NR	NR	NR	NR	8-6	8-6	8-6
MISSISSIPPI	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
MISSOURI	TTL 4 CSR 265-8.060	1987	14-0	14-0	14-0	17-0	19-0	14-0	13-6	14-0	22-0	22-0	22-0	22-0	22-0	22-0	8-6	8-0	8-0	8-6	8-6 [2]	8-6	0-4	4-6	0-8	5-1 [7]	CFH	8-6	8-6	4-0	5-0 [10] 8-0	0-3	4-2	8-6	8-6	8-6
MONTANA	ADM. RULES	1980	14-0	14-0	15-0	20-0	20-0	14-0	13-0	13-0	22-6	22-6	22-6	22-6	18-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	8-6 [2]	8-6	0-8	4-8	4-0	5-9 [3]	4-0	8-6 [8]	8-0	3-0	6-0	0-4	3-0	8-6	8-6	8-6
NEBRASKA	ORD 16, CHPT 5, ART 4	1987	14-0	14-0	15-0	17-0	20-0	14-0	13-0	13-6	22-6	22-0	23-0	23-0	17-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	7-0 [2]	8-6 [5]	0-8	5-0	4-0	5-9 [5]	4-0	8-6	8-6	3-0	6-0	0-4	3-0	8-6	8-6	8-6
NEW MEXICO	NMAC 18.14.2.9(B)	2011	14-0	14-0	15-0	17-0	20-0	14-0	13-0	13-0	22-6	22-0	22-6	23-0	17-0	18-0	8-6	8-0	8-6	8-0	7-0	7-0	0-8	4-8	4-0	5-9	4-0	8-0	8-6	3-0	6-0	0-4	3-0	8-6	8-6	8-6
NORTH DAKOTA	SEC.49.10.1-13	1981	NR	NR	NR	NR	NR	NR	NR	NR	21-0	21-0 [1]	21-0	21-0 [1]	21-0	21-0	8-0 [1]	8-0 [1]	8-0	8-0 [1]	8-0	8-0	NR	NR	NR	NR	4-0	8-0	8-0	NR	NR	NR	NR	8-0	8-0	8-0
OKLAHOMA	ORDER 33847	1987	14-0	14-0	14-0	17-0	20-0	14-0	13-0	13-6	22-0	22-0	22-0	23-0	17-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	7-0 [2] [4]	7-0 [5]	0-8	4-8	4-0	5-9 [5]	4-0	8-6	8-6	3-0	6-0	0-4	3-0	8-6	8-6	8-6
OREGON	ORDER 83-313	1983	15-0	14-0	15-0	20-0	20-0	14-0	14-0	13-0	20-9	20-9	20-9	20-9	18-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	8-6	8-6	0-8	4-8	NR	NR	4-0	7-3 [8]	8-6	3-0	6-0	0-4	3-0	8-6	8-6	8-6
SOUTH DAKOTA	ORDER F2465	1957	NR	NR	NR	NR	NR	NR	NR	NR	22-6	22-6	22-6 [1]	22-6	17-0	22-6	8-6	8-0	8-0 [1]	8-6	7-0	8-6	0-8	4-8	CFH	5-9 [6]	NR	NR	8-0	NR	NR	0-4	3-0	8-6	8-6	8-6
TENNESSEE	RULE 1220-3-1-.12	1970	14-0	13-0	14-0	18-0	18-0	14-0	13-0	13-0	22-0	22-0	22-0	22-0	17-0	17-0 [3]	8-0	8-0	8-0	8-0	8-0	8-0	0-8	4-8	4-0	5-9	4-0	7-6	8-0	NR	6-6	0-4	3-0	8-0	8-0	8-0
TEXAS	SEC. 5, CHPT 11	1988	NR	NR	NR	NR	NR	NR	NR	NR	22-0	22-0	22-0	NR	22-0 [2]	22-0	8-6	7-6	8-6	NR	8-6 [2]	8-6	1-0	4-6	NR	NR	4-0	8-6	8-6	2-6	5-6	0-6	4-0	8-6	8-6	8-6
WASHINGTON	CHPTR. 480-60	1969	14-0	14-0	15-0	20-0	20-0	14-0	13-0	13-0	22-6	22-6	22-6	22-6	18-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	8-6 [2]	8-6	0-8	4-8	4-0	7-3 [8]	4-0	8-6 [8]	8-0	3-0	6-0	0-4	3-0	8-6	8-6	8-6
WISCONSIN	CHPTR. TC-3	1982	14-0	14-0	14-0	14-0	14-0	14-0	14-0	14-0	22-0	22-0 [1]	22-0	22-0 [1]	22-0	22-0	8-6	E	8-6	8-6	8-6	8-6	0-4 0-8	4-6 5-1	1-9	6-0	5-0	6-4	8-6	E	E	E	E	12-0	8-6	8-6
WYOMING	CHPTR. XIII	1979	14-0	14-0	15-0	17-0	20-0	14-0	13-0	13-0	22-6	22-0	23-6	23-0	17-0 [2]	18-0 [3]	8-6	8-0	8-6	8-0	7-0 [2] [4]	7-0 [5]	0-8	5-0	4-0	5-9 [5]	4-0	8-6	8-6	3-0	6-0	0-4	3-0	8-6	8-6	8-6
BNSF RY. CO.	18	1997	20-0 [19]	14-0	20-0	20-0	20-0	14-0	14-0	20	23-0	23-0	23-6	23-0	20	20	8-6 [17]	8-6	21	8-6	20	20	20	20	20	20	20	20	8-6	20	6-0 [12]	20	20	8-6	8-6	8-6

THIS CHART IS FOR INFORMATION ONLY
NO LIABILITY CAN BE ASSUMED

Architects, contractors, etc. should check with state(s) involved

LEGEND
CFH = Car floor height
E = Exempt
H = Height of car governs
NR = No current regulations known

COLUMN HEADING DETAILS

2 & 3	Shows basic regulation, effective year or year of latest amendment	26 & 27	Passenger / freight platforms on side tracks except as noted
7 & 8	Apply to hand and mechanically operated switches except as noted	28 & 29	Freight Platforms on side tracks
12 & 18	Prevails for all items not otherwise provided for		Stepped platforms not allowed
13 & 19	Bridges supporting tracks	35	Other than trolley contact poles
14 & 20	Bridges spanning tracks	36	To center of stand except as noted
24 & 25	Passenger platforms	37	Applies to both supports and platforms except as noted

FOOTNOTES

1 Lesser clearances not permitted in quadrants
2 Engine houses and shop builds exempt / permitted lesser dimensions
3 Only if tracks end within buildings
4 May be reduced to 5-9 if 8-3 (8-6 for WY) providied on opposite (opp.) side
5 May be reduced to 5-9 if 8-0 (8-6 for NE, MO & WY) provided on opp. side
6 Only if 8-0 (7-3 for MT & WY; 8-6 for WA & SD) provided on opp. side
7 Passenger platforms only
8 May be 8-0 at 4-6 for refrigerator car platforms only
10 For platforms at car eave height - supports to be 8-0 (8-6 for TX)
11 For freight tracks - can be 13 for passenger tracks
12 Regarding Canada - Check standard clearance diagram approved by board of transport commissioners for Canada for railway involved
13 May be reduced to 6-2 if 8-3 provided on opposite side
14 May be reduced to 6-2 if 8-0 provided on opposite side
15 For hand operated switches (May be 15-0 for mechanically operated switches)
16 For hand operated switches (May be 17-0 for mechanically operated switches)
17 Must have additional side clearance of 2 inches per degree of curvature
19 New construction 20-0 center to center main track / control siding
20 State regulation governs
21 Center line of track to closest edge of pier: 25' for main line, 18' for others

GENERAL NOTES

1. Dimensions are shown in feet and inches for tangent track. Most laws specify increases for curved and superelevated track.
2. All are minimums except columns 24, 26, 28, 31, and 33 which are maximums.
3. Vertical clearances are measured from top of rail, except Canada using the base of rail for other than platforms. Horizontal clearances are measured from the center line of track.
4. Application cases vary, from only to new construction, some reconstruction, and to some extensions. They can be changed upon approval by applying to governing body.
5. Dimensions are based on maximum car size for California, Idaho, Minnesota, Montana, North Dakota, Oregon, and Washington states.
6. For a visual illustration of these use cases and additional information on main line related clearances, see BNSF 2509.01 & BNSF 2509.03

Stock Codes Table (Login With Your BNSF email account)

BNSF RAILWAY

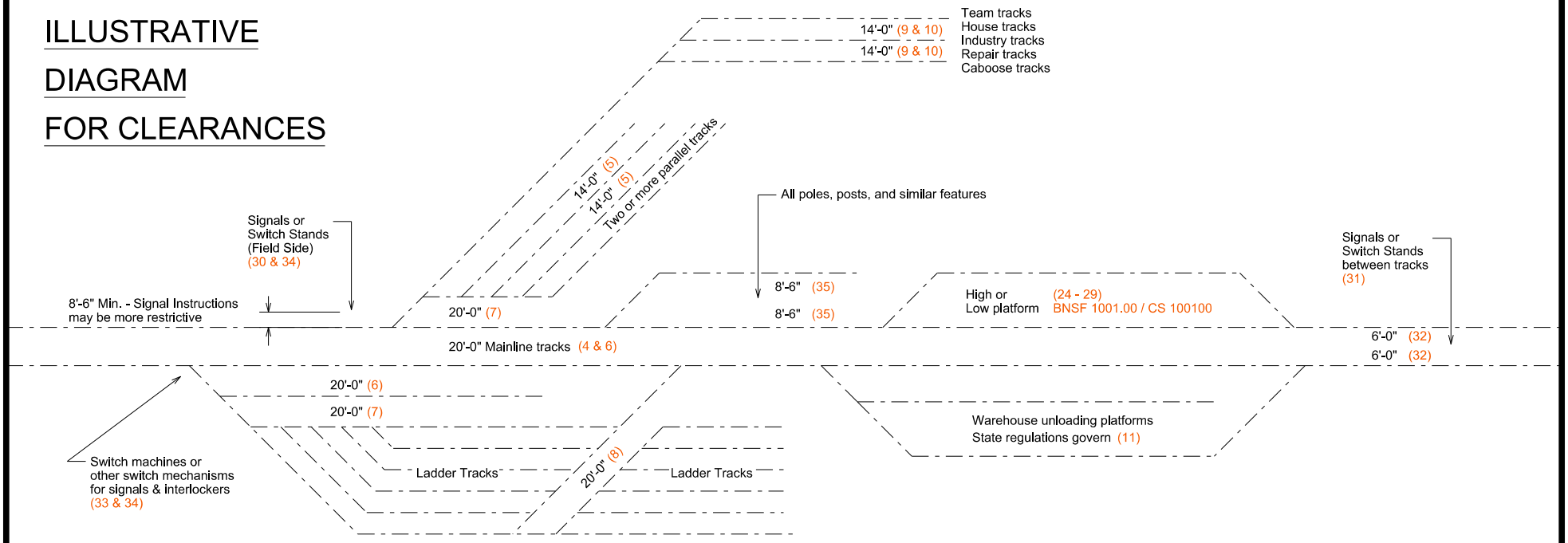
BNSF STANDARD PLAN
TRACK STANDARDS

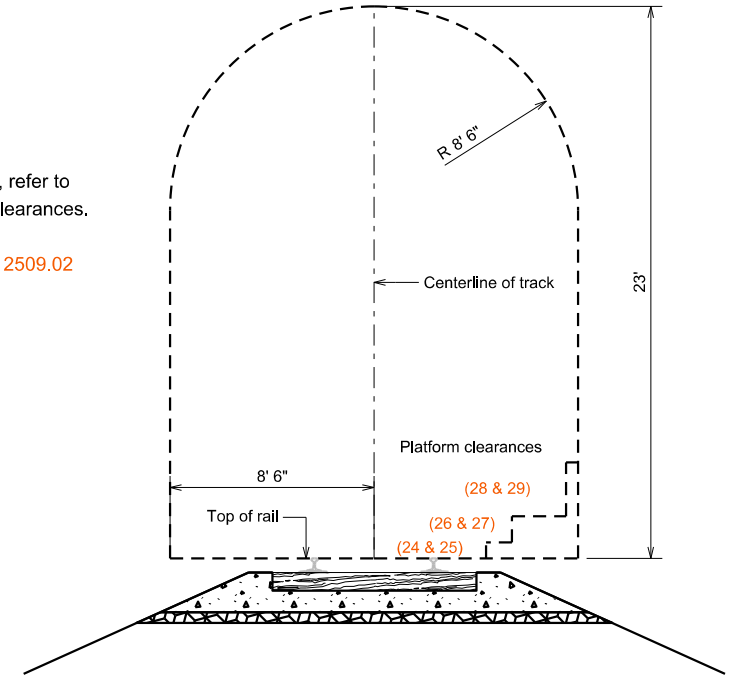
CLEARANCE REQUIREMENTS BY STATE AND RECOMMENDED BNSF CLEARANCE

2509.02.04

DRAFTED OR REVISED ISC | CHECKED EKF | APPROVED EKF | *BNSF RAILWAY COMPANY - SYSTEM TRACK STANDARDS* | STATUS Released | DATE: 3/18/2019 | PLAN NO 2509 | SHEET 02 | REVISION 04

ILLUSTRATIVE DIAGRAM FOR CLEARANCES





CLEARANCE ENVELOPE
ALL STRUCTURES (BNSF)
(12 - 23, 36 & 37)

GENERAL NOTES

1. Dimensions shown are BNSF general clearances only. Where dimensions are not shown, refer to BNSF 2509.02 for details. State or federal regulations supersede BNSF recommended clearances.
2. Numbers in parenthesis represent column numbers for dimensions in columns per BNSF 2509.02
3. For existing track centers, refer to BNSF 2509.03
4. For new construction track centers, refer to BNSF 2509.01 & BNSF 2509.02
5. Stepped platforms are not allowed. For additional information regarding platforms, refer to BNSF 1001.00 / CS 100100

BNSF RAILWAY

BNSF STANDARD PLAN
TRACK STANDARDS

BNSF MINIMUM CLEARANCE
DIAGRAMS & ILLUSTRATIONS

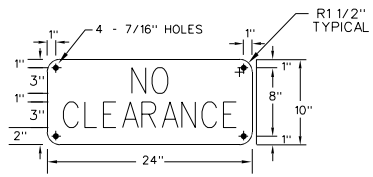
2509.01.11

Stock Codes Table (Login With Your BNSF email account)

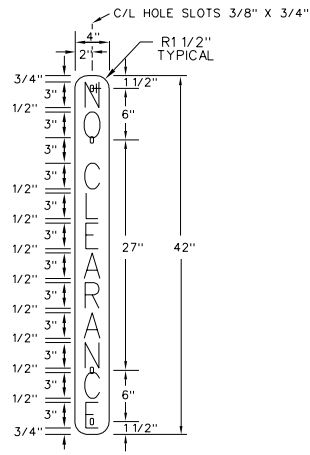
DRAFTED OR REVISED	CHECKED	APPROVED		STATUS	DATE	PLAN NO	SHEET	REVISION
ISC	EKF	EKF	BNSF RAILWAY COMPANY - SYSTEM TRACK STANDARDS	Released	3/18/2019	2509	01	11

Navigate to Other Drawings (Login With Your BNSF email account)

EXAMPLE 1



EXAMPLE 2



SIGNS:

NO. 44 - "NO CLEARANCE"

PLACE NO CLEARANCE SIGN ON BUILDING STRUCTURE OVER C/L TRACK WHERE VERTICAL CLEARANCE IS LESS THAN REQUIRED. LETTERED AND MOUNTED AS SHOWN IN EXAMPLE 1.

NO. 44A - "NO CLEARANCE"

PLACE NO CLEARANCE SIGN ON BUILDING STRUCTURE OR POST WHERE HORIZONTAL CLEARANCE IS LESS THAN REQUIRED. LETTERED AND MOUNTED AS SHOWN IN EXAMPLE 2.

NOTES:

1. THE SIGNS LISTED IN THIS PLAN ARE 10" X 24" AND 4" X 42" SIZED WITH WHITE BACKGROUND AND BLACK LETTERS, ONE SIDE ONLY, AS SHOWN IN EXAMPLES 1 AND 2.
2. SEE PLAN 3000.01 FOR ADDITIONAL SPECIFICATIONS AND INFORMATION CONCERNING THE REFLECTIVE AND PANEL MATERIAL.
3. FOR USE IN THE STATE OF MINNESOTA AS ORDERED BY THE PUB. SERV. COMM. AT POINTS WHERE CLEARENCE IS LESS THAN THE LEGAL REQUIREMENT.

BILL OF MATERIALS

QUANTITY	SIGN PANEL
1 EA.	SIGN NO. 44-NO CLEARANCE ITEM NO. 047220983
1 EA.	SIGN NO. 44A-NO CLEARANCE ITEM NO. 047220984
	OPTIONAL HARDWARE
1 EA.	2 LB. PER LIN. FT. GALVANIZED FLANGED CHANNEL STEEL POST, 8'-0" LONG WITH 3/8"0 MONTING HOLES, 1" CENTERS, WITH POINTED END.
2 EA.	5/16" DIA. X 2" GALVANIZED ROUND HEAD SQUARE NECK MACHINE BOLT, ALL THREAD, WITH LOCK NUT AND WASHER.

BURLINGTON NORTHERN SANTA FE
STANDARD PLAN
ENGINEERING DEPT., FORT WORTH, TEXAS

CLEARANCE SIGNS

RAIL:

DATE: 06/10/96 SCALE:

DWG. NO. 3044 SHEET NO. 01 REV. NO. 198

USE OF THIS DRAWING IS LIMITED TO BURLINGTON NORTHERN SANTA FE AND THE PARTY DESIGNATED ON THE ATTACHED EXHIBIT "A" USE MAY NOT BE MADE BY ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF BURLINGTON NORTHERN SANTA FE.

VERTICAL CURVES

Vertical curves should be used to round off all intersecting grades.

The length of a vertical curve is determined by the grades to be connected and the speed of the traffic.

The rate of change for tracks with a vertical curve concave upwards (sag) should be one-half the rate of change of a vertical curve concave downward (summit).

The rate of change for high-speed main tracks (> 50 MPH) should not be more than 0.05 feet per station (of 100 feet) in sags, and not more than 0.10 feet per station on summits.

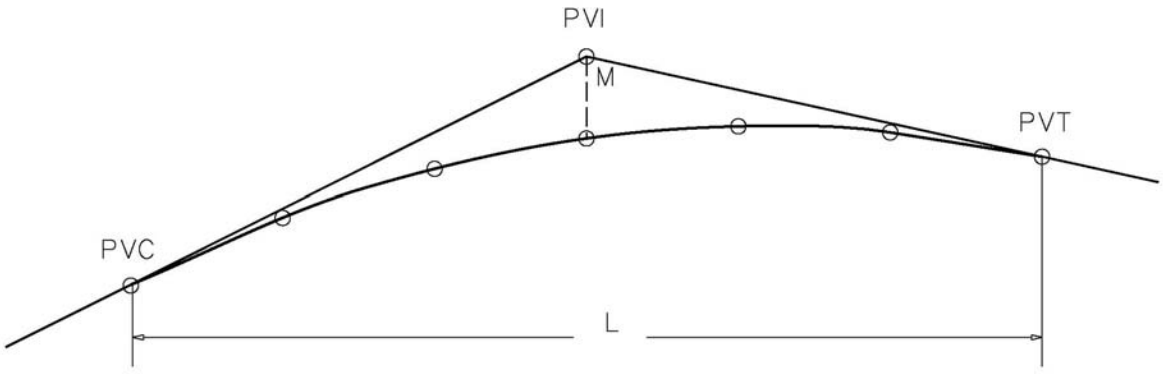
For secondary main tracks (speed < 50 MPH), the rate of change should not be more than 0.10 feet per station in sags, and not more than 0.20 feet per station on summits.

For industry tracks and non-main tracks with speeds not greater than 20 MPH, the rate of change should not be more than 2.0 feet per station for both sags and summits.

The rate of change per station is calculated as follows: R = D/L Where:

R = Rate of change per station
D = Algebraic difference of the two intercepting grades
L = Length of vertical curve in 100-ft. stations
M = Correction from the straight grade to the vertical curve

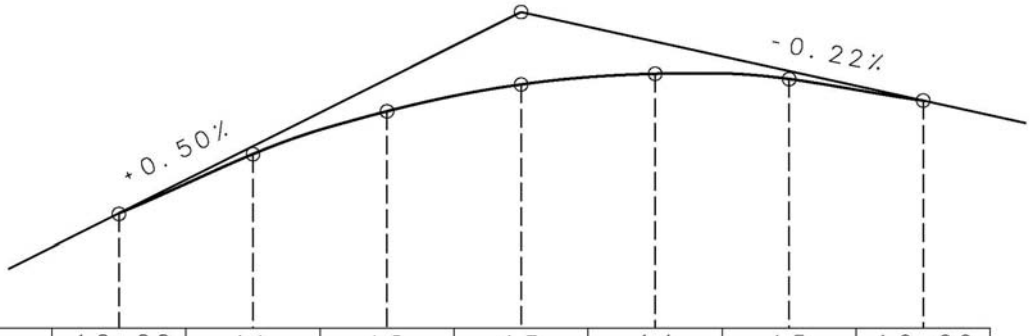
A parabola is used for the vertical curve in which the correction from the straight grade for the first station is one half the rate of change, and the others vary as the square of the distance from the point of tangency. Where points fall on full stations, it will be necessary to figure these for only one half the vertical curve, as they are the same for corresponding points each side of the vertex. Corrections are (-) when the vertical curve is concave downwards (summit), and (+) when the vertical curve is concave upwards (sag). The rate of change may be assumed and the length of vertical curve computed, or preferable the length assumed and the rate computed.



VERTICAL CURVES

For example:

Assume length = 600 feet (6 stations)
D – 0.50 minus –0.22 = 0.72
R = 0.72/6 = 0.12



Station	10+00	11	12	13	14	15	16+00
Elevation	90.00	90.50	91.00	91.50	91.28	91.06	90.84
Correction	0.00	0.06	0.24	0.54	0.24	0.06	0.00
Elevation	90.00	90.44	90.76	90.96	91.04	91.00	90.84
Percent Grade		+.44	+.32	+.20	+.08	-.04	-.16	

Calculate the straight-grade elevations for each station.

The correction for the first station is one-half the rate of change (R). So, the correction for station 11 is 0.06 (minus since it concaves downwards).

The correction for the Station 12 is 4(0.06) = 0.24. This is the correction to the first station (one-half the rate of change) multiplied by the square of the length, in stations, from the PVC. At Station 13 (the PVI), the correction is 9(0.06) = 0.54. Notice the corrections for Stations 11 and 15 are the same. Likewise, for 12 and 14, since they are the same distance from the PVC and PVT. So, only one-half of the curve's corrections need to be calculated.

Next, apply the correction at each station to the straight-grade elevation to obtain the elevation on the vertical curve.

A simpler method of computing this and one that furnishes check throughout is the following:

Sta. 10	90.00	
	+0.44	(% grade sta. 9 to 10) minus one half rate = 0.50 – 0.06
Sta. 11	90.44	
	+0.32	(% grade sta. 10 to 11) minus rate = 0.44 – 0.12
Sta. 12	90.76	
	+0.20	(% grade sta. 11 to 12) minus rate = 0.32 – 0.12
Sta. 13	90.96	
	+0.08	(% grade sta. 12 to 13) minus rate = 0.20 – 0.12
Sta. 14	91.04	
	-0.04	(% grade sta. 13 to 14) minus rate = 0.08 – 0.12
Sta. 15	91.00	
	-0.16	(% grade sta. 14 to 15) minus rate = -0.04 – 0.12
Sta. 16	90.84	

BNSF Railway

Underground Cable Location and Acknowledgement

Date: _____ Project: _____

Meeting Location: _____ Time: _____

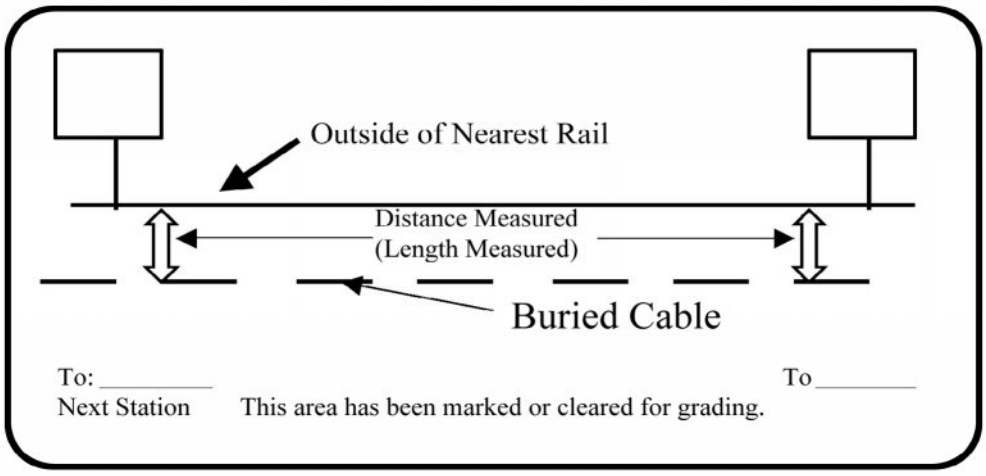
Attendees at proposed work site (Signature of representative)

☐ BNSF Telecom _____

☐ BNSF Signal _____ ☐ Grading Contractor _____

☐ Project Inspector _____ ☐ Flag Person on Duty _____

No grading will be permitted in this area without this completed form in the possession of the above.



Notes:
All signal cables must be marked with paint and flags (as ground conditions permit) prior to any grading.

_____

_____

_____

_____

_____

_____

Copyright BNSF 1999 Revision: October 15, 2004

Figure 26-1. Underground Cable Location and Acknowledgement

STAKING OUT REQUIRES A
RAILROAD QUALIFIED LOOKOUT
FLAGGER TO PROVIDE
AUTHORITY TO WORK WITHIN 25'
OF THE TRACKS

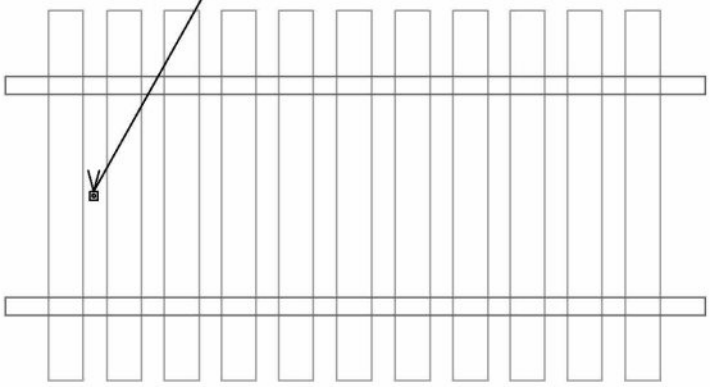
Stake additional offset stake at around the edge
of the turnout pad (~45'-56'+) and write on the stake:

(PSw - mm/dd/yy location type - project description)

Example:
PSw - 1/1/15 E WILLISTON ED - NFC/EVR

Insert stake/pin with a highly visible ribbon
Write information on ribbon or spray on ground

Stake must be completely hammered into the ground
and shall not pose a tripping hazard for crews



PLAN VIEW

(PSw - mm/dd/yy location type - project description)



SIDE VIEW

STAKE OUT GUIDELINES
BNSF RAILWAY SWITCH INSTALLS

BNSF RAILWAY

DIVISION
SUBDIVISION
LINE SEGMENT

REVISIONS

BNSF RAILWAY COMPANY - ENGINEERING SERVICES

I acknowledge that I have received the internet link and/or hard copy of BNSF's "Guidelines for Industry Track Projects" dated July 2023. I understand that the design and construction of this facility will follow the Guidelines. Questions concerning the Guidelines are to be directed to the BNSF Project Engineer listed below.

https://www.bnsf.com/ship-with-bnsf/rail-development/pdf/IndustryTrackGuidelines.pdf (Industrial Track Guidelines)
https://www.bnsf.com/bnsf-resources/pdf/about-bnsf/utility.pdf << Utility Specs

Owner Representative

_____ _____
Signature Date

_____ _____
Printed Company Name

_____

BNSF Project Engineer

Text File

File Number: RES-25:047

Agenda Date: 7/1/2025 **Version:** 1 **Status:** Recommended to Council

In Control: Public Safety Council Committee **File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1208 N. Floyd St. Jonesboro, AR 72401; Parcel # 01-143124-01600

OWNER: Juan Carlos Leal

LEGAL DESCRIPTION: The North 245 feet of the West 415 feet of the Northwest Quarter of the Southeast Quarter of Section 12, Township 14 North, Range 3 East, Craighead County, Arkansas, EXCEPTING therefrom the Northerly 30 feet and Westerly 30 feet for road purposes, and being subject to rights of way for roads along the North and West sides thereof.

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

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

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property located at: 1208 N. Floyd St. Jonesboro, AR 72401.

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403 870-933-4658

AFFIDAVIT

Juan Carlos Leal
7050 Inwood Park Dr. Unit 114
Houston TX 77088

RE: 1208 N Floyd

I, Michael McQuay, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 22nd day of July, 2024.

Michael McQuay
Jonesboro Code Enforcement

Subscribed and sworn to before me the 22nd day of July, 2024.

Maria RR
Notary Public

STATE OF ARKANSAS NOTARY PUBLIC
MARIA RESENDEZ
MY COMMISSION # 00000932
EXPIRES: March 10, 2034
Craighead County

My commission expires: 10 March 2034

JONESBORO
ARKANSAS

Notice to Board and Secure

07/22/2024

Juan Carlos Leal
7050 Inwood Park Dr. Unit 114
Houston TX 77088

Case #: 244055
In regards to property located at 1208 N FLOYD, JONESBORO, AR 72401

Dear Juan Carlos Leal,

It has been observed that the building listed above is unsecured, damaged, and/or vacant. **You are hereby directed to board and secure the building within seven (7) days of the receipt of this notice.** The building is to remain secured at all times until the repairs are complete or until such time as the structure is razed and removed.

If you decide to abate this nuisance, you must obtain any necessary permits. All damaged or missing doors and/or windows must be repaired, replaced, or boarded up to prevent entry. All boarding material shall be cut to fit the opening to be secured, weatherproofed, and painted and maintained to blend with the exterior color of the building. Damaged roofs shall be tarped to prevent further weather damage to the interior of the building. **All repairs are to be made and all boarding materials and tarps are to be removed within six (6) months.**

In the event you have not commenced work to secure the building with in seven (7) days from the receipt of this notice, the City will take actions required to abate the nuisance. All costs of abatement will be billed to you as owner of the property. Payment of this bill will be actively pursued. A tax lien will be placed on the property until payment is received in full. **A fine of not less than $100 shall be imposed and an additional fine of $100 for each day thereafter. (Ord. 19:061)**

Boarding and securing the structure does not relieve the owner of the requirement to diligently repair, rehabilitate or demolish and remove the structure.

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

Cell: 870-926-1404 Email: dcooley@jonesboro.org

Sincerely,

David Cooley
Code Enforcement Officer

9589 0710 5270 1221 1975 14

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

310 EAST STREET POST OFFICE
JUL 22 2024
JONESBORO, AR 72401

Sent To
Juan Carlos Leal

Street and Apt. No., or PO Box No.
7050 Inwood Park Dr. Unit 207

City, State, ZIP+4®
Houston TX 77088

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Juan Carlos Leal
7050 Inwood Park Dr. Unit 114
Houston TX 77088

9590 9402 8969 4064 2435 62

2. Article Number *(Transfer from service label)*

9589 0710 5270 1221 2005 80

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 24405 DC Domestic Return Receipt

DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	**February 6, 2025**	CASE NUMBER: 244055
PROPERTY ADDRESS:	**1208 N Floyd St.**	**Parcel: 01-143124-01600**
PROPERTY OWNER:	**JUAN CARLOS LEAL**	

The structure in on a slab foundation with a block exterior. The structure is in a severe state od disrepair. Most of the roof has fallen in. The entire roof must be replaced. All windows and doors are either broken or boarded. All windows and door must be repaired or replaced. The interior was not inspected due to safety concerns. The entire soffit area is rotten or has fallen off. The entire electrical system of the structure must be repaired and brought up to current state codes, inspected, and approved by the city's inspectors prior to having service restored. . The entire plumbing system of the structure must be repaired and brought up to current state code, inspected and approved by the city's inspectors prior to having service restored. There is junk spread around most of the rear of the property.

CURRENTLY THE STRUCTURE IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE STRUCTURE SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY. PROPERTY WAS NOT SECURED AT THE TIME OF INSPECTION.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.

EMERGENCY ACTION IS WARRANTED: YES NO XX

Tim Renshaw, Chief Building Inspector	**David Cooley, Code Enforcement**

Municipal Building, 300 South Church Jonesboro, AR


Craighead County GIS
Powered by Edge
Enter Address or Parcel number
About
01-143123-01500
0
01-143123-01600
0
01-143123-01800
0
01-143123-01400
0
01-143123-01200
0
01-143123-00100
54.25
01-143123-01100
0
01-143123-01000
0
01-143121-02500
01-143121-01600
1.46
01-143121-02100
0.63
01-143124-01600
2.33
01-143124-01800
0.79
01-143124-01700
0.78
01-143124-01500
0.77
01-143124-00100
63.61
01-143124-00700
1.6
BLANKENSHIP RD
FLOYD ST
DUNCAN RD
App State
Click to restore the map extent and layers visibility where you left off.



JONESBORO ARKANSAS

Office of
P.O. Box

870-933-4658

AFFIDAVIT

Juan Carlos Leal
7050 Inwood Park Dr. Unit 114
Houston TX 77088

RE: 1208 N Floyd

I, Michael McQuay, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 22nd day of July, 2024.

Michael McQuay
Jonesboro Code Enforcement

JONESBORO
ARKANSAS

Notice to Board and Secure

07/22/2024

Juan Carlos Leal
7050 Inwood Park Dr. Unit 114
Houston TX 77088

Case #: 244055
In regards to property located at 1208 N FLOYD, JONESBORO, AR 72401

Dear Juan Carlos Leal,

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If you decide to abate this nuisance, you must obtain any necessary permits. All damaged or missing doors and/or windows must be repaired, replaced, or boarded up to prevent entry. All boarding material shall be cut to fit the opening to be secured, weatherproofed, and painted and maintained to blend with the exterior color of the building. Damaged roofs shall be tarped to prevent further weather damage to the interior of the building. **All repairs are to be made and all boarding materials and tarps are to be removed within six (6) months.**

In the event you have not commenced work to secure the building with in seven (7) days from the receipt of this notice, the City will take actions required to abate the nuisance. All costs of abatement will be billed to you as owner of the property. Payment of this bill will be actively pursued. A tax lien will be placed on the property until payment is received in full. **A fine of not less than $100 shall be imposed and an additional fine of $100 for each day thereafter. (Ord. 19:061)**

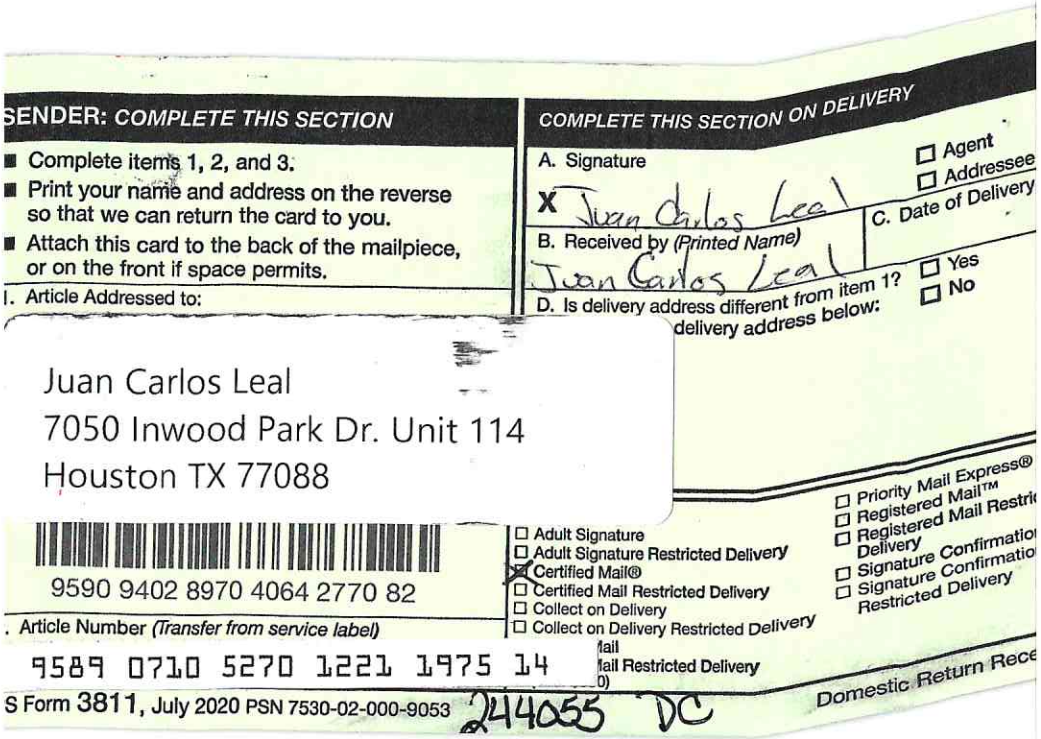
Boarding and securing the structure does not relieve the owner of the requirement to diligently repair, rehabilitate or demolish and remove the structure.

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

Cell: 870-926-1404 Email: dcooley@jonesboro.org

Sincerely,

David Cooley
Code Enforcement Officer



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Juan Carlos Leal
7050 Inwood Park Dr. Unit 114
Houston TX 77088

9590 9402 8970 4064 2770 82

2. Article Number (Transfer from service label)

9589 0710 5270 1221 1975 14

S Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Juan Carlos Leal
☐ Agent
☐ Addressee

B. Received by (Printed Name)
Juan Carlos Leal
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
delivery address below: ☐ No

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restric Delivery
☐ Signature Confirmatio
☐ Signature Confirmatio Restricted Delivery

Domestic Return Rece

244055 DC













Text File

File Number: RES-25:068

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

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

A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BEACONS, MESSAGE BOARDS AND SENSORS FOR THE TRAINFO SYSTEM

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities at the following locations:

2707-1 Industrial Drive
3504-1 Airport Road
100-1 North Culberhouse Street
106-1 North Culberhouse Street
104-1 Gee Street
1401-1 Hanley Drive
1490-1 Red Wolf Boulevard
2715-1 East Nettleton Avenue
205-1 North Main Street
120-1 East Johnson Avenue

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

Section 1: That City Water and Light requested by this resolution to provide free utilities to the locations listed above.

Section 2: To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.

Text File

File Number: RES-25:071

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

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

A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY-OWNED PROPERTY

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities at the following location:

911 Magnolia Road

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

Section 1: That City Water and Light requested by this resolution to provide free utilities to the location listed above.

Section 2: To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.

Text File

File Number: RES-25:072

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 AN AGREEMENT WITH GARVER TO PROVIDE PROFESSIONAL SERVICES FOR MAIN STREET (HWY 141) PEDESTRIAN IMPROVEMENTS AND JOHNSON AVENUE (HWY 91) LIGHTING IMPROVEMENTS

WHEREAS, the City of Jonesboro desires to enter into an agreement to provide professional services for the Main Street (Hwy 141) Pedestrian Improvements and Johnson Avenue (Hwy 91) Lighting Improvements;

WHEREAS, the Selection Committee has determined that Garver is the most qualified firm for the project;

WHEREAS, Garver has agreed to provide professional services for the Main Street (Hwy 141) Pedestrian Improvements and Johnson Avenue (Hwy 91) Lighting Improvements as described in the attached agreement; and,

WHEREAS, the funding for the execution of the agreement shall come from the FY2023 Safe Streets and Roads for All (SS4A) Grant through the United States Department of Transportation and the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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

Section 1. That the City of Jonesboro shall enter into an agreement with Garver to provide professional services for the Main Street (Hwy 141) Pedestrian Improvements and Johnson Avenue (Hwy 91) Lighting Improvements.

Section 2. The funding for the execution of the agreement shall come from the FY2023 Safe Streets and Roads for All (SS4A) Grant through the United States Department of Transportation and the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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 the agreement.



Agreement
For
Professional Services

City of Jonesboro

Project No. T18-2401934

GARVER

Contents

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13. EXHIBITS 10

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made as of the Effective Date by and between the **City of Jonesboro** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner intends to improve pedestrian accommodations along State Highway 141 and add new street lights on East Johnson (Hwy 91) (the **"Project"**).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (**"Services"**). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this

Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform

its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater

confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Insofar as allowable by law and subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to an amount equal to the amount of compensation actually received by Garver from Owner.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY

IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Jonesboro, Arkansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall

be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

[*Signatures follow*]

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Jonesboro	**Garver, LLC**
By: _____ *Signature*	By: Nicci Tiner *Signature*
Name: Harold Copenhaver *Printed Name*	Name: Nicci Tiner *Printed Name*
Title: Mayor	Title: Vice President
Date: _____	Date: 6-4-25
Attest: _____	Attest: Todd Muller

EXHIBIT A
(SCOPE OF SERVICES)

1. General

Generally, the scope of services includes the environmental clearance, railroad coordination, surveying, design, preparation of property acquisition documents, and bidding services for two projects. The first project is to add approximately 1.1 miles of sidepath and improve pedestrian accommodations along Main Street (Hwy. 141). The second project is to improve the pedestrian street lighting street lighting along approximately 2.3 miles of East Johnson Avenue (Hwy 91).

2. Surveys

2.1. Design Surveys

Garver will hire a subconsultant to provide field survey data for designing the Project, and this survey will be tied to the Owner's control network.

The subconsultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements.

2.1.1. Main Street (Hwy. 141) Pedestrian Improvements

The survey will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. The survey will establish control points for use during construction.

2.1.2. Johnson Ave. (Hwy. 91) Lighting Improvements

The survey will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. The survey will establish control points for use during construction.

ARDOT surveying procedures will not be required.

2.2. Property Surveys

2.2.1. Main Street (Hwy. 141) Pedestrian Improvements

The survey will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor. The title search will be limited to a maximum of 65 properties.

The surveyor will perform property surveys for a maximum of 30 properties.

ARDOT surveying procedures will not be required.

2.2.2. Johnson Ave. (Hwy. 91) Lighting Improvements

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by Owner or ARDOT. Property title search and property surveys along Johnson Avenue are not included in the scope of work.

ARDOT surveying procedures will not be required.

3. Geotechnical Services

Geotechnical is not anticipated for the completion of the project and not included in this scope of services. Any information provided by Owner to Garver is assumed as correct.

4. Coordination

4.1. Owner Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

Garver will also attend virtual coordination meetings with the Owner every four to six weeks or as requested by the Owner. Garver will prepare exhibits for these meetings when appropriate.

4.2. Utility Coordination

Garver will furnish plans to all known utility owners potentially affected by the Project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

4.3. Railroad Coordination

Garver will initiate contact with the appropriate railroad representative(s) and provide a detailed project overview, including location maps, preliminary design plans, and proposed construction schedule.

4.3.1. Crossing Agreement

Garver will manage the application process for the modification of existing crossing agreements. Garver will coordinate and attend a crossing diagnostics meeting with the railroad as required.

4.3.2. Plan Review and Approval:

Submit detailed construction plans and specifications to railroad for review and approval. Address any comments or revisions requested by the railroad.

4.3.3. On-Site Meetings and Inspections:

Garver will organize and attend on-site meetings with railroad representatives to discuss project progress, address any concerns, and facilitate inspections as required.

4.3.4. Communication and Reporting:

Garver will maintain regular communication with railroad representatives throughout the project duration. Provide progress reports and promptly address any issues or concerns.

5. Environmental Services

5.1. Environmental Data Collection

Garver will develop an environmental study area and collect preliminary environmental data associated with the proposed project area for the below-listed resources. Environmental data will be assessed for social, economic, and environmental impacts associated with one build alternative (i.e., the proposed action). Data collection efforts may include a visual survey of the study area to confirm previously mapped environmental constraints and reviews of publicly available state and federal databases and historic aerial imagery.

1. Air Quality
2. Noise Quality

3. Hazardous Materials
4. Wetlands and Stream Impacts
5. Water Quality, including Public Drinking Supplies
6. Farmland
7. Land Use and Land Cover
8. Migratory Birds
9. Terrestrial and Aquatic Communities
10. Endangered and Threatened Species
11. Economic
12. Community
13. Relocations, including Homes, Businesses, Non-profit Organizations and Tenants of all types
14. Civil Rights and Title VI
15. Recreational Areas
16. Archeological and Historic Sites
17. Visual
18. Section 4(f) and 6(f) Properties
19. Secondary and Reasonably Foreseeable Impacts

To aid data collection efforts, Garver will perform field studies and/or prepare reports as described below. Additionally, Garver will prepare and send out initial agency coordination letters to the Arkansas Division of Environmental Quality (DEQ), Arkansas Department of Health, and the Division of Arkansas State Parks. As the project is located in an urbanized area, coordination with the Natural Resources Conservation Service regarding the Farmland Protection Policy Act is not included in this scope of services. Additionally, Section 4(f) Evaluations, a conceptual stage relocation statement, a detailed visual impact memo, and/or a noise screening analysis are not included in this scope of services. If Section 4(f) parks would be impacted by the project, Garver assumes these impacts will be exempt from Section 4(f) requirements.

Garver will conduct a wetland and stream delineation to determine the limits of potentially jurisdictional waters of the United States within the project limits. The area of project impacts to jurisdictional waters, including wetlands and streams, will be determined to permit the project under Section 404 of the Clean Water Act. Wetlands will be delineated using the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987 and applicable supplemental guidance published by the USACE for the project location. A report detailing the potentially jurisdictional waters and wetlands delineated within the project area will be prepared and submitted to USACE.

Garver will contact the Arkansas Natural Heritage Commission (ANHC) and U.S. Fish and Wildlife (USFWS) to ensure all state and federally listed threatened and endangered species of concern are identified, as well as their habitat areas, to avoid/minimize impacts. This coordination will assist in providing guidelines from these agencies on existence, habitat, and mitigation. If suitable habitat for any listed threatened or endangered species is encountered, it may be necessary to survey for these species. Presence and absence surveys for any listed threatened or endangered species are not included as a part of this scope. Garver will prepare a Section 7 Consultation package describing anticipated impacts to federally listed threatened and endangered species to be submitted to USFWS. Formal consultation with USFWS is beyond this scope of work and would be considered extra work.

Garver will conduct a Cultural Resources Survey consisting of state records research and an on-site Phase I archeological survey and historic structure survey of the study area. A Phase II Cultural Resources Survey and/or site monitoring/testing are beyond this scope of work. Garver will prepare a Cultural Resources Survey Report and submit to the State Historic Preservation Office (SHPO) requesting Section 106 clearance for the single build alternative. Cultural resources clearance will be required for the final environmental documentation. Garver will prepare initial tribal coordination letters for Federal Highway Administration (FHWA) distribution. Preparation of a Memorandum of Agreement, Programmatic Agreement, Section 4(f) Evaluation, and/or obtaining SHPO approval regarding the

incorporation of a historic bridge for use as a pedestrian crossing of Lost Creek Ditch is beyond this scope of work.

5.2. Public Involvement Meeting

Garver will manage the meeting logistics and coordinate a public involvement meeting after 60% plans have been developed. Logistics include coordinating with the Owner on the meeting date, time, and location. If a cost is tied to renting a meeting location, Garver can coordinate completion of the rental agreement with the Owner, but the Owner will be responsible for any signature and fee. Garver will provide staff to manage and attend the public involvement meeting.

Garver will develop for review and approval all outreach materials and meeting exhibits. Outreach materials are anticipated to include a newspaper display ad, public service announcement, social media posts, letters and emails to identified public officials and stakeholders, news release, and website announcements. Garver will disseminate the newspaper display ad, PSA, letters, and emails. The Owner will disseminate the social media posts, news release, and website announcements. No Spanish Translation services are anticipated as needed.

Garver will develop for review and approval public meeting materials to include sign-in sheets, map and project summary handouts, exhibit boards, roll plots, and comment forms.

Garver will develop a simple public-facing website using the TransportationPlanRoom.com URL to include meeting materials, electronic comment form, and project information. Garver will provide website analytics to document public interaction on the website.

After the public involvement meeting and comment period has ended, Garver will provide a public meeting synopsis outlining the outreach plan, meeting materials, and a summary of public comments submitted.

5.3. NEPA Document

Garver will prepare a Tier III Categorical Exclusion (CE) document that meets the Arkansas Department of Transportation and FHWA standards in accordance with the National Environmental Policy Act (NEPA) for the proposed action (i.e., the Highway 141 pedestrian improvements and the Highway 91/E Johnson Avenue lighting improvements). The CE document will summarize the proposed project improvements, results of the public involvement meeting, and impacts associated with each of the resources listed in Section 5.1. The CE will only analyze one build alternative. An Environmental Assessment document is not anticipated to be required and is beyond this scope of work.

Garver will submit the draft CE in electronic format for review by the Client and FHWA and will perform revisions necessary to respond to comments. Garver anticipates addressing up to two rounds of comments from these entities. Garver will then submit the final document to FHWA for approval. An electronic copy of the approved CE in PDF format will be provided to the Client.

5.4. Permits and Special Provisions

Garver will coordinate and obtain the below described federal and state permits and clearances necessary for environmental clearance to construct the proposed project in compliance with the applicable City, state, and federal regulations. Additionally, Garver will assist with development of contract Special Provisions regarding environmental resources to provide protection for environmentally sensitive areas or features.

A USACE Section 404 Nationwide Permit (NWP) is anticipated to be required. Garver will coordinate with the USACE regarding impacts to potentially jurisdictional waters of the United States and will assist in coordinating the issuance of a Section 404 NWP. A Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a NWP are considered extra work. Garver will:

A. Assist with USACE coordination for the issuance of the appropriate Section 404 NWP for project impacts within the study area.

B. Compile a Section 404 NWP package that will include Form 6082 (NWP), impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets, and functional value assessment or determining required wetland and/or stream mitigation credits.
C. Locate a USACE-approved mitigation bank and coordinate with the Client to purchase the USACE-approved number of wetland and/or stream mitigation bank credits (if needed).
D. Coordinate issuance of Section 404 NWP.

As Lost Creek Ditch is mapped by the Arkansas DEQ as a 303(d) stream, Garver will prepare and file for individual water quality certification from DEQ.

Garver will prepare a large site construction Storm Water Pollution Prevention Plan (SWPPP) in accordance with DEQ standards in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the proposed lighting work on Highway 91. For the proposed pedestrian work on Highway 141, Garver will prepare a small site construction SWPPP and Notice of Coverage (NOC) in accordance with DEQ standards for the NPDES permit. The large site SWPPP will be submitted to DEQ for review and approval to obtain a construction site NOC for the project. Garver will pay the initial fee for the large site SWPPP ($200). For both SWPPPs Garver will:

A. Review, comment on, and refine SWPPP design sheets produced by the engineer to meet DEQ standard requirements for site plans.
B. Work with designers on selection of best management practices (BMPs) for erosion and sediment control.
C. Complete written SWPPP report per DEQ template.

Garver will coordinate issuance of up to four (4) Short Term Activity Authorizations (STAAs) in accordance with DEQ standards for stream crossings. Garver will pay the initial fee for the STAAs ($150 each; $600 total).

6. Design Services

6.1. Main Street (Hwy. 141) Pedestrian Improvements

Design services for the Main Street (Hwy. 141) Pedestrian Improvements project will provide for approximately 1.1 miles of new sidepath and pedestrian improvements.

6.1.1. Traffic Analysis

Garver will evaluate the warrants for a Pedestrian Hybrid Beacon (PHB) using the latest edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*. The evaluation will include a location at or near the intersection of Highway 141 with Bradley Street.

Our subconsultant, The Traffic Group (TTG), will provide 24-hour data in 15-minute increments for the re-evaluation. If the City would like to have additional locations evaluated, TTG can gather the traffic/pedestrian data along with any speed data that is needed. Upon completion of the analysis, a summary report will be provided to the City of Jonesboro.

6.1.2. Drainage Study

Garver will conduct a drainage study to determine potential impacts of the project to the regulatory floodplain and floodway of Lost Creek. Lost Creek is mapped as Zone AE with floodway. Garver will perform a FEMA data request to obtain any hydrologic and hydraulic modeling data available. Effective discharges along the creek are reported in the Craighead County Flood Insurance Study (FIS) report. Garver will utilize the reported flow rates along Lost Creek. No additional hydrologic analysis will be performed. If additional flood events flows are needed, they will be interpolated or extrapolated from the flows reported in the FIS.

According to the FIS report, the Effective hydraulic analysis of Lost Creek was performed using HEC-2, which is now an outdated software. Garver will develop a new hydraulic model using 1-dimensional

(1D) HEC-RAS. The model will extend from Lettered Section I to Lettered Section F. The Existing Conditions (Corrected Effective) model geometry will be based on available lidar data and project survey. The Proposed Conditions geometry will reflect the proposed trail. Up to two iterations of the proposed design will be analyzed.

The Effective floodway boundary will be modeled in Existing and Proposed Conditions to determine the potential impacts to the floodway. Only the Effective floodway boundary will be analyzed; no changes to the floodway will be modeled. Garver will produce a hydraulic report detailing the methodology used. The project is anticipated to cause no rise to the 1% annual chance (100-year) floodplain; a no-rise certificate will be provided by Garver.

A map revision is not included in this scope and no coordination with FEMA will be performed. If a no-rise condition cannot be met and a map revision is required, it will be considered additional services.

6.1.3. Structural/Bridge Design

During the Conceptual Design phase, Garver will evaluate the existing Hwy. 141 bridge over Lost Creek and develop bridge modification alternatives to accommodate the new side path on the structure. Primary options for alternative development will include potential reductions in travel lane width, sidewalk removal, bridge widening, and/or a combination of these concepts. Due to associated construction costs, an alternative that would include a new, separate pedestrian/bicycle bridge will not be considered.

Preliminary and Final Design phases will expand on the selected alternative to include final bridge modification drawings and related analyses. The structural/bridge fee assumes that the selected alternative will not include a widening of the existing bridge, which would require additional modifications of the existing superstructure and substructure. If a bridge widening is determined to be the preferred alternative after the Conceptual Design phase, the additional analyses and modification details associated with the bridge widening shall be considered Extra Work.

Design and analysis of the existing bridge under proposed modifications shall be in accordance with the AASHTO Standard Specifications for Highway Bridges (specifications used for the original bridge design).

6.1.4. Conceptual Design

The Conceptual Design phase submittal will include design criteria, an opinion of probable construction cost, and concept (30%) project layout. The project layout shall show, as a minimum:

A. Design Criteria
B. Typical Sections
C. Plan and Profile Sheets
D. Line and Grade Roll Plot

This conceptual 30% submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

6.1.5. Preliminary Design

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include traffic signal modification plans at the intersection of Highway 141 at Highway 191/E Johnson Avenue to ensure MUTCD compliance for pedestrian push buttons and a PHB at or near the intersection of Highway 141 at Bradley Street, pedestrian improvement plans, and an opinion of probable construction cost. The 60% Plans will include:

A. Cover Sheet
B. Typical Sections of Improvement
C. Special Details
D. Erosion Control Plans
E. Traffic Signal Plans/PHB
F. Survey Control Details
G. Plan and Profile Sheets showing
H. Roadway grades
I. Alignment data for roadway
J. Tentative construction limits
K. Preliminary size of drainage structures.
L. Cross Sections

The Preliminary Design (60%) phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

6.1.6. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the Project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make final field inspection with Owner, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ.

6.2. Johnson Ave. (Hwy. 91) Lighting Improvements

Lighting scope will include full roadway lighting for the extents of the project to IES RP-8 recommendations, ARDOT requirements, and City of Jonesboro requirements, including recommended horizontal and vertical illumination requirements for all intersections, crosswalks, and sidewalks. This scope will include photometric analysis of the areas to be lighted using one of two fixtures approved by the electric utility. It is assumed that light poles will be located on both sides of the road, shifted to avoid conflicts, as needed. Electric power will be designed to be per the utility requirements – either metered or unmetered as determined during design. Utility relocation is not included in design.

6.2.1. Concept Lighting Design

Conceptual lighting design will include photometric analysis with a summary memo of the analysis with emphasis on vehicle-pedestrian conflict avoidance at all locations – not just crosswalks. Additionally, conceptual lighting design will include lighting layout schematic plans. Conceptual lighting design will include a site visit for an electrical project manager and electrical engineer for no more than 8 hours on site plus travel time and expenses.

This item will also include time for coordination of lighting design surveys as well as an in person review meeting with ARDOT and the City.

6.2.2. Preliminary Lighting Design

Preliminary design will encompass an estimated 60% design level for the lighting component. Garver will incorporate Owner's concept review comments and produce lighting installation plans, electrical power plans, and related details with appropriate constructability notes.

It is at this stage that clearance coordination with existing overhead utility power lines will be conducted. Additional lighting layout adjustments will be made as required to provide adequate clearance as required by the utility.

Utility coordination, power distribution calculations, and voltage drop calculations will be performed at this stage.

This item will include an in person review meeting with ARDOT and the City.

6.2.3. Final Lighting Design

Final design will provide a complete signed and sealed construction set ready for bid of the lighting component. Garver will incorporate Owner's preliminary review comments and produce lighting installation plans and details with appropriate constructability notes. If supplemental specifications are required, they will be included at this milestone.

7. Property Acquisition Documents

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 30 properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

8. Bidding Services

8.1. Main Street (Hwy. 141) Pedestrian Improvements

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for the Main Street (Hwy. 141) Pedestrian Improvements project. Where applicable, Garver will maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FHWA.

8.2. Johnson Ave. (Hwy. 91) Lighting Improvements

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for the Johnson Ave. (Hwy. 91) Lighting Improvements project. Where applicable, Garver will maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FHWA.

9. Construction Phase Services

Construction phase services are not included in the basis of estimate. The scope and fee for construction phase services may be inserted by amendment to this agreement at a later date.

10. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

A. One digital PDF copy of the Conceptual Design with opinion of probable construction cost.
B. One digital PDF copy of the Preliminary Design with opinion of probable construction cost.
C. One digital PDF copy of the Preliminary Plans to each potentially affected utility company.
D. One digital PDF copy of the Final Design with opinion of probable construction cost.
E. One digital PDF copy of the revised Final Design with opinion of probable construction cost.
F. One digital PDF copy of the revised Final Plans to each potentially affected utility company.
G. Three copies of the Final Plans and Specifications to the Contractor.
H. One digital PDF copy of the right-of-way and/or easement acquisition documents.
I. Printed copies as requested.

11. Extra Work

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. Geotechnical investigation
C. Title research and property surveys beyond those listed herein.
D. Title research and property surveys along Johnson Ave.
E. Submittals or deliverables in addition to those listed herein.
F. Design of any utilities relocations.
G. Retaining walls or other significant structural design.
H. Street lighting or other electrical design beyond that required for the Johnson Street Avenue Improvements.
I. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
J. Construction Phase Services
K. Location and/or Design Public Hearing.
L. Preparation of an Environmental Assessment and FONSI NEPA document.
M. An Individual Section 4(f) Evaluation, Programmatic Section 4(f) Evaluation, and/or a Section 4(f) *de minimis* Evaluation.
N. Formal consultation with USFWS.
O. Preparation of a Biological Assessments per Section 7 of the Endangered Species Act.
P. An Individual Section 404 Permit.
Q. Field verification with USACE of aquatic features.
R. Phase II Cultural Resources Survey or site monitoring/testing.
S. FEMA coordination, including a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR).
T. Preliminary and Final Design phase services associated with a selected alternative that includes a widening of the existing bridge
U. Design of a new, separate pedestrian/bicycle bridge

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

12. Owner Responsibilities

In addition to those obligations set forth in the Agreement, Owner shall:

A. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
B. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
C. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
D. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
E. Furnish Garver a current boundary survey with easements of record plotted for the project property.
F. Pay all plan review and advertising costs in connection with the project.
G. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
H. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

EXHIBIT B
(COMPENSATION SCHEDULE)

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
General Services		
Project Management	$16,000	Rate Schedule
Environmental Services	$80,500	Rate Schedule
Subtotal General Services	***$96,500***	
Main Street Pedestrian Improvements		
Topographic Surveys (Ridge Surveying)	*$24,700*	*Expense*
Property Surveys (Ridge Surveying)	*$30,000*	*Expense*
Traffic Analysis/Design	$29,500	Rate Schedule
H&H Analysis	$24,000	Rate Schedule
Bridge Analysis/Design	$41,000	Rate Schedule
Conceptual and 30% Plans	$16,000	Rate Schedule
Preliminary (60%) Plans	$58,000	Rate Schedule
Final Plans	$42,500	Rate Schedule
Property Acquisition Documents	$45,000	Rate Schedule
Bidding Services	$6,000	Rate Schedule
Subtotal Main St. Pedestrian Improvements	***$316,700***	
Johnson Ave. Lighting Improvements		
Topographic Surveys (Ridge Surveying)	*$44,400*	*Expense*
Conceptual Design	$44,500	Rate Schedule
Preliminary Design	$46,000	Rate Schedule
Final Design	$22,000	Rate Schedule
Bidding Services	$14,300	Rate Schedule
Subtotal Johnson Ave. Lighting Improvements	***$171,200***	
TOTAL FEE	$584,400	

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be $584,400. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated cost is included in this Exhibit B with approximate current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about June 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional $0.05 for survey trucks/vans.
5. $25 per hour for GPS survey equipment use.

GARVER

[AGREED UPON RATES]

Classification	Rates
Engineers / Architects	
E-1	$140.00
E-2	$160.00
E-3	$185.00
E-4	$210.00
E-5	$275.00
E-6	$339.00
E-7	$470.00
Planners	
P-1	$175.00
P-2	$219.00
P-3	$272.00
P-4	$304.00
P-5	$343.00
Designers	
D-1	$132.00
D-2	$150.00
D-3	$179.00
D-4	$214.00
D-5	$264.00
Technicians	
T-1	$106.00
T-2	$128.00
T-3	$156.00
T-4	$187.00
Surveyors	
S-1	$65.00
S-2	$86.00
S-3	$116.00
S-4	$154.00
S-5	$95.00
S-6	$243.00
S-7	$288.00
S-8	$363.00
2-Man Crew (Survey)	$234.00
3-Man Crew (Survey)	$314.00
2-Man Crew (GPS Survey)	$310.00
3-Man Crew (GPS Survey)	$385.00

Classification	Rates
Resource Specialists	
RS-1	$116.00
RS-2	$154.00
RS-3	$217.00
RS-4	$298.00
RS-5	$373.00
RS-6	$458.00
RS-7	$512.00
Environmental Specialists	
ES-1	$116.00
ES-2	$146.00
ES-3	$187.00
ES-4	$220.00
ES-5	$277.00
ES-6	$355.00
ES-7	$443.00
ES-8	$501.00
Project Controls	
PC-1	$118.00
PC-2	$157.00
PC-3	$200.00
PC-4	$255.00
PC-5	$312.00
PC-6	$403.00
PC-7	$506.00
Management / Administration	
AM-1	$84.00
AM-2	$107.00
AM-3	$149.00
AM-4	$191.00
AM-5	$234.00
AM-6	$303.00
AM-7	$389.00
M-1	$568.00
Construction Observation	
C-1	$126.00
C-2	$157.00
C-3	$191.00
C-4	$247.00
C-5	$297.00

EXHIBIT C
(INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000
General Liability	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Professional Liability	
Each Claim Made	$1,000,000
Annual Aggregate	$2,000,000
Excess of Umbrella Liability	
Per Occurrence	$1,000,000
General Aggregate	$1,000,000

Text File

File Number: ORD-25:018

Agenda Date: **Version:** 1 **Status:** First Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO ARKANSAS TO MAKE THE FOLLOWING CHANGES AS RECOMMENDED BY THE TRAFFIC CONTROL COMMITTEE:

Establish No Parking on Southern Ridge Blvd, Jaxon Drive, Southern Creek Lane, and Southern Branch Drive all in the Southern Hills Subdivision

Establish Stop sign on Knotty Pine at Gladiolus Drive

Establish Stop sign on Knotty Pine at Pike Road

Establish Stop sign on Gratitude Trail at Elmhurst Drive

Establish Speed limit on Knotty Pine at 25 MPH

Establish Speed limit on Elmhurst at 25 MPH

Text File

File Number: ORD-25:023

Agenda Date: 7/1/2025 **Version:** 1 **Status:** First Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM C-4 TO RS-7 FOR PROPERTY LOCATED AT 200 SARTIN LANE AS REQUESTED BY DAT NGUYEN

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

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

FROM: **COMMERCIAL C-4**
TO: **RESIDENTIAL RS-7**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:
A PART OF THE NORTHEAST QUARTER OF SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PART OF LOT 1 SARTIN MINOR PLAT; AS RECORDED IN PLAT CABINET “C”, PAGE 187 IN THE RECORDS OF CRAIGHEAD COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT OF BEGINNING; THENCE NORTH 00°08’21” WEST, 136.95 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°08’21” WEST, 358.05 FEET, THENCE NORTH 89°00’50” EAST, 209.92 FEET; THENCE
SOUTH 00°08’17” EAST, 361.26 FEET; THENCE SOUTH 89°53’24” WEST, 209.89 FEET TO THE POINT OF BEGINNING PROPER;

CONTAINING SOME (75489.28 SQ. FT.) 1.73 ACRES, MORE OR LESS, BEING SUBJECT TO A 60 FEET EASEMENT ALONG THE NORTH AND EAST SIDE THEREOF, AND A 10 FEET UTILITY EASEMENT ON THE WEST SIDE THEREOF

AND SUBJECT TO AS 100 FEET UTILITY EASEMENT 50 FEET EACH SIDE OF AN EXISTING POWER LINE ON THE NORTH SIDE AS SHOWN HEREON, AND SUBJECT TO ALL RIGHT OF WAY, EASEMENTS, RESTRICTIONS, AND EXCEPTIONS OF RECORD. ALSO A 30 FEET WIDE INGRESS/ EGRESS EASEMENT 15 FEET EACH SIDE OF THE EXISTING CENTERLINE OF SARTIN LANE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00°08’21” WEST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°53’24”
EAST, 209.89 FEET; THENCE NORTH 00°08’17” WEST 81.40 FEET TO A POINT ON THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE, THE POINT OF BEGINNING; THENCE NORTH 86°02’39” EAST, 1077.80, TO THE WESTERLY RIGHT OF WAY LINE OF CULBERHOUSE ROAD.

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

1. That the proposed site plan shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: 6/24/25 Date Received: 5/27/25
Meeting Deadline: 5/29/25 Case Number: RZ-25-10

LOCATION:

Site Address: 200 SARTIN LN, JONESBORO AR 72404

Side of Street: _____ between _____ and _____

Quarter: _____ Section: _____ Township: _____ Range: _____

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: C-4 Proposed Zoning: RESIDENTIAL (RS-7)

Size of site (square feet and acres): 5200 Street frontage (feet): _____

Existing Use of the Site: RESIDENTIAL HOME

Character and adequacy of adjoining streets: NEW STREET IS CONSTRUCTING

Does public water serve the site? No PLANNING TO CONNECT PUBLIC WATER

If not, how would water service be provided? ~~PRIVATE WELL~~

Does public sanitary sewer serve the site? NO BUT PLANNING TO CONNECT

If not, how would sewer service be provided? _____

Use of adjoining properties:

North VACANT COMMERCIAL

South RESIDENTIAL

East VACANT COMMERCIAL

West VACANT RESIDENTIAL

Physical characteristics of the site: PREVIOUSLY USED AS RESIDENTIAL

Characteristics of the neighborhood: MIXED OF COMMERCIAL AND RESIDENTIAL

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:
The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions in detail:*

(1). How was the property zoned when the current owner purchased it?

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?

(3). If rezoned, how would the property be developed and used?

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?*

(6). How would the proposed rezoning be the public interest and benefit the community?

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

(10). How long has the property remained vacant?

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

(12). If the rezoning is approved, when would development or redevelopment begin?

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:
All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:
I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Dat Nguyen
Address: 6225 Marshall Dr
City, State: Jonesboro, AR ZIP 72404
Telephone: 832 526 2395
Facsimile: _____
Signature: Dat

Applicant:
If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: _____
Address: _____
City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: _____

Deed: *Please attach a copy of the deed for the subject property.*

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

CITY OF JONESBORO
REZONING PROPERTY OWNER NOTIFICATION

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1st Floor, Jonesboro, Arkansas, on:

TUESDAY, June 24 **, 20** 25 **AT 5:30 PM**

One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

REZONING REQUESTED BY: DAT NGUYEN
DATE: 05/19/2025
SUBJECT PROPERTY ADDRESS: 200 Sartin LN, Jonesboro, AR, 72404
DESCRIPTION OF REZONING REQUESTED:
Rezoning From C-4 To RS-7

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning, unless so written by me to the Commission.

DAT NGUYEN
Printed Name of Property Adjacent Owner

Dal 05/19/2025
(Signature) Date

200 Sartin LN Jonesboro AR, 72404
Address

832 526 2395
Phone

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

9589 0710 5270 0141 3927 33

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☐ Return Receipt (electronic)	$0.00
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☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

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05/21/2025

Sent To: Southern hills real Estate ccc
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Jonesboro, AR 72404

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☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

0467 06
Postmark Here
MAY 21 2025
05/21/2025

Sent To: NIX Christian Elaine
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

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Postmark Here
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05/21/2025

Sent To: AR Management Grop
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

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Extra Services & Fees (check box, add fee as appropriate)	
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☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

0467 06
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05/21/2025

Sent To: Futrell Christopher & Kyla
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

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Postmark Here
MAY 21 2025
05/21/2025

Sent To: Hamilton George
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$5.58

0467 06
Postmark Here
MAY 21 2025
05/21/2025

Sent To: Hooten Teddy
Street and Apt. No., or PO Box No.:
City, State, ZIP+4®:

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

AR MANAGEMENT GROUP LLC
PO BOX 17285
JONESBORO AR 72403-6723

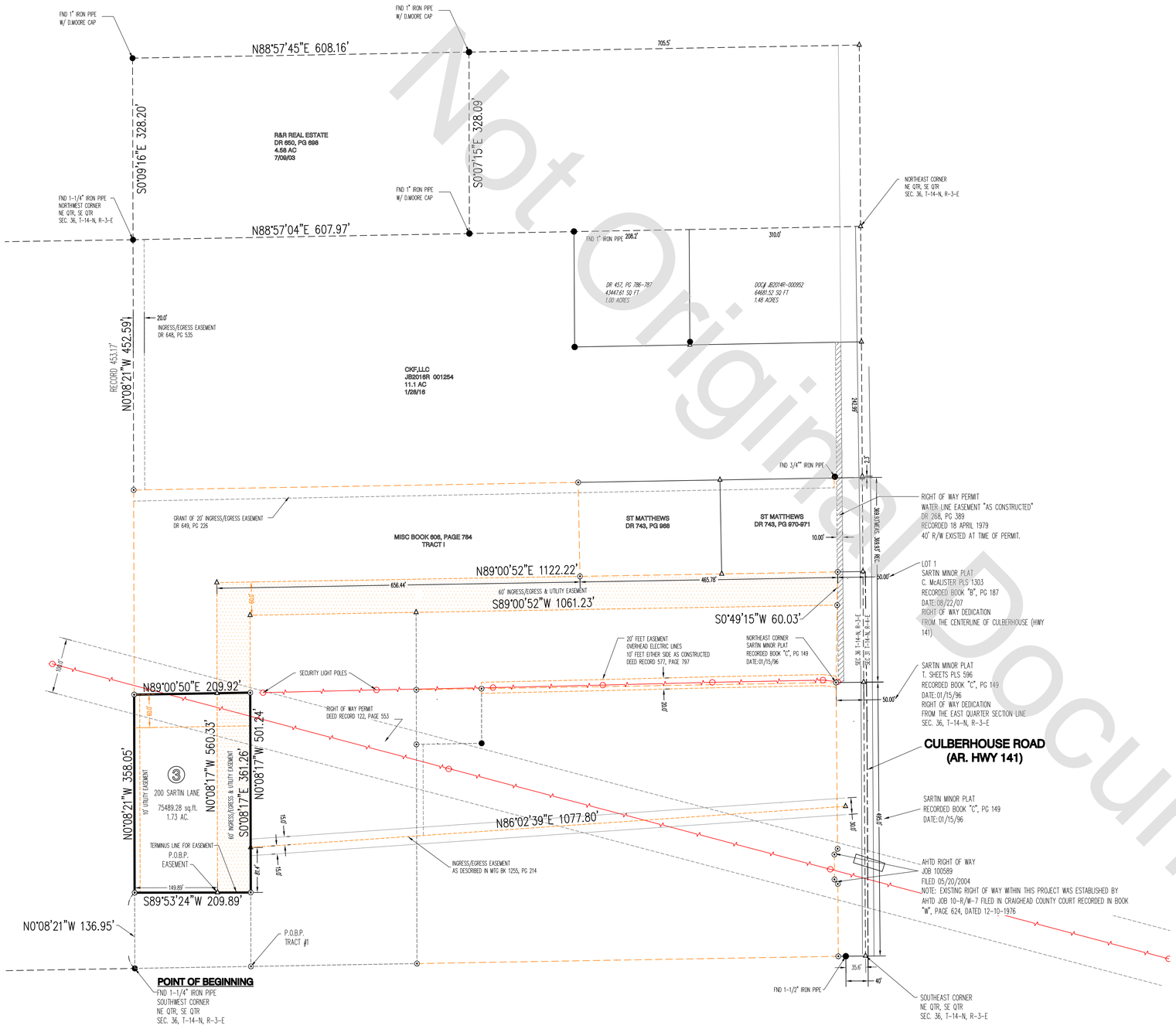
FUTRELL CHRISTOPHER & KYLA
2429 EVIE LN
JONESBORO AR 72404-6010

SOUTHERN HILLS REAL ESTATE LLC
2505 SOUTHWEST SQUARE
JONESBORO AR 72401

Nix Christian Elaine
3719 PILGRIM CIR
Jonesboro AR 72404-9412

HOOTON TEDDY R II & DENA
3718 PILGRIM CIR
JONESBORO AR 72404-9412

Hamilton George E
5308 Harrisburg Rd
Jonesboro AR 72404-8630



Not Original Document

LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "J.W.HARLAN, P.S. 1538"
- UTILITY POLE
- OVERHEAD ELECTRIC LINE
- FENCELINE

N

BASIS OF BEARING: ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

CERTIFICATE OF SURVEY:

THIS IS TO CERTIFY THAT FISHER & ARNOLD, INC., PROFESSIONAL LAND SURVEYORS, HAVE SURVEYED THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEING A PART OF LOT 1 SARTIN MINOR PLAT; AS RECORDED IN PLAT CABINET "C", PAGE 187 IN THE RECORDS OF CRAIGHEAD COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT OF BEGINNING; THENCE NORTH 00°08'21" WEST, 136.95 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 00°08'21" WEST, 358.05 FEET, THENCE NORTH 89°00'50" EAST, 209.92 FEET; THENCE SOUTH 00°08'17" EAST, 361.26 FEET; THENCE SOUTH 89°53'24" WEST, 209.89 FEET TO THE POINT OF BEGINNING PROPER;

CONTAINING SOME (75489.28 SQ. FT.) 1.73 ACRES, MORE OR LESS, BEING SUBJECT TO A 60 FEET EASEMENT ALONG THE NORTH AND EAST SIDE THEREOF, AND A 10 FEET UTILITY EASEMENT ON THE WEST SIDE THEREOF AND SUBJECT TO AS 100 FEET UTILITY EASEMENT 50 FEET EACH SIDE OF AN EXISTING POWER LINE ON THE NORTH SIDE AS SHOWN HEREON, AND SUBJECT TO ALL RIGHT OF WAY, EASEMENTS, RESTRICTIONS, AND EXCEPTIONS OF RECORD. ALSO A 30 FEET WIDE INGRESS/EGRESS EASEMENT 15 FEET EACH SIDE OF THE EXISTING CENTERLINE OF SARTIN LANE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00°08'21" WEST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°53'24" EAST, 209.89 FEET; THENCE NORTH 00°08'17" WEST 81.40 FEET TO A POINT ON THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE, THE POINT OF BEGINNING; THENCE NORTH 86°02'39" EAST, 1077.80, TO THE WESTERLY RIGHT OF WAY LINE OF CULBERHOUSE ROAD.

INGRESS/EGRESS, UTILITY EASEMENT DESCRIPTION

THIS IS TO CERTIFY THAT FISHER & ARNOLD, INC., PROFESSIONAL LAND SURVEYORS, HAVE SURVEYED THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT OF BEGINNING; THENCE NORTH 00°08'21" WEST, 136.95 FEET; THENCE NORTH 89°53'24" EAST, 149.89 FEET TO THE POINT OF BEGINNING PROPER,
THENCE NORTH 00°08'17" WEST, 560.33 FEET; THENCE NORTH 89°00'52" EAST, 1122.22 FEET TO THE EAST LINE OF LOT 1 SARTIN MINOR PLAT, RECORDED IN PLAT CABINET "C", PAGE 187; THENCE SOUTH 00°49'15" WEST, 60.03 FEET; THENCE SOUTH 89°00'52" WEST, 1061.23 FEET; THENCE SOUTH 00°08'17" EAST, 501.24 FEET; THENCE SOUTH 89°53'24" WEST, 60.00 FEET TO THE POINT OF BEGINNING PROPER;

BEING SUBJECT TO ALL RIGHT OF WAY, EASEMENTS, RESTRICTIONS, AND EXCEPTIONS OF RECORD.

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE, NORTH ZONE (0301)
3. THE FOLLOWING DOCUMENTS WERE USED IN THE CONSTRUCTION OF THIS SURVEY:
   - AHTD JOB 100589
   - AHTD JOB 10-R/W-7
   - LOT 1 SARTIN MINOR PLAT, SURVEY RECORD "C", PAGE 187, PLS 1303
   - SARTIN MINOR PLAT, SURVEY RECORD "B", PAGE 149, PLS 596
   - WARRANTY DEED BOOK 606, PAGES 561-564; PAGES 783-787
   - CORPORATE ASSIGNMENT OF MORTGAGE JB2016R-006936, MTG BK 1255, PG 214
4. CALL 811 BEFORE YOU DIG!
5. FIELD NOTES ARE RECORDED IN GPS SURVEY REPORT JB10345.
6. FIELD WORK WAS COMPLETED ON 04/22/2017.

201706055230

100 0 100 200
GRAPHIC SCALE 1"=100'

PLAT OF SURVEY

FISHER ARNOLD
ENGINEERING INTEGRATION
1801 Latourette Drive | Jonesboro, Arkansas 72404
870.932.2019 | Fax: 870.932.1076 | www.fisherarnold.com

PLAT OF SURVEY

R & R REAL ESTATE INVESTMENTS, LLC
SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST
JONESBORO, ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1538
SIGNATURE
JEFF WAYNE HARLAN

seal

JEFF WAYNE HARLAN – LAND SURVEYOR
ARKANSAS #1538

CERTIFICATE OF AUTHORIZATION
FISHER & ARNOLD INC.
No. 248
ARKANSAS

coa

FISHER & ARNOLD, INC.
ARKANSAS – 248

CLIENT:
R & R R. E. INVESTMENTS, LLC

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REVISIONS

DATE	BY	DESCRIPTION

PROJECT NO.	JB10345-200 Sartin
DRAWN BY	JWH
CHECKED BY	TGB
SHEET	1 OF 1
SCALE	1"=100'
DATE	04/22/2017
DRAWING NO.	55-92

500-14N-03E-0-36-210-16-1538

ELECTRONIC RECORDING
2024R-016878
CERTIFICATE OF RECORD
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
DAVID VAUGHN, CLERK & RECORDER
09/23/2024 01:50:54 PM
RECORDING FEE: 30.00
PAGES: 4

Commitment Number: 230391764
Seller's Loan Number: 0016345415

After Recording Return To:
Dat Phat Nguyen
6225 Merrell Drive
Jonesboro AR 72401

This instrument prepared by: Billy J. Williams, Esq., 8940 Main Street, Clarence, NY 14031, 866-333-3081.

PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER
01-143364-06801

SPECIAL WARRANTY DEED

TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE, whose mailing address is **3217 S. Decker Lake Dr., Salt Lake City, UT 84119,** hereinafter grantor, for $146,000.00 (One Hundred Forty Six Thousand Dollars and Zero Cents) in consideration paid, the sufficiency of which is hereby acknowledged, grants, bargain, sells and conveys with covenants of special warranty to **Dat Phat Nguyen,** hereinafter grantee, whose tax mailing address is **6225 Merrell Drive Jonesboro AR 72401,** the following real property:

PART OF LOT 1 OF SARTIN MINOR PLAT TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN PLAT CABINET "B" PAGE 149 AT JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00° 15' 30" EAST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 00° 15' 30" EAST 358.01 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO A POINT; THENCE NORTH 89° 17' 49" EAST 209.92 FEET TO A POINT; THENCE SOUTH 00° 15' 30" WEST 361.26 FEET TO A POINT; THENCE NORTH 89° 49' 01" WEST 209.89 FEET TO THE POINT OF BEGINNING, CONTAINING SOME 1.73 ACRES, MORE OR LESS, SUBJECT TO A 60 FOOT INGRESS/EGRESS EASEMENT ON THE NORTH AND EAST SIDES THEREOF, AND SUBJECT TO A 10 FOOT UTILITY EASEMENT ON

THE WEST SIDE THEREOF AND SUBJECT TO A 100 FOOT UTILITY EASEMENT 50 FEET EACH SIDE OF AN EXISTING POWER LINE ON THE NORTH SIDE AS SHOWN HEREON, AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. ALSO A 30 FOOT WIDE INGRESS/EGRESS EASEMENT 15 FEET EACH SIDE OF THE EXISTING CENTERLINE OF SARTIN LANE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 3 EAST, THENCE NORTH 00° 15' 30" EAST 136.95 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 TO A POINT; THENCE SOUTH 89° 49' 01" EAST 209.89 FEET TO A POINT; THENCE NORTH 00° 15' 30" EAST 81.40 FEET TO A POINT ON THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE, THE POINT OF BEGINNING; THENCE NORTH 86° 26' 30" EAST 1077.80 FEET ALONG THE CENTERLINE (EXISTING OR FUTURE) OF SAID SARTIN LANE TO THE WESTERLY RIGHT OF WAY OF ARKANSAS HIGHWAY 141 (CULBERHOUSE ROAD).

MORE COMMONLY KNOWN AS: 200 SARTIN LN, JONESBORO, AR 72404-9401

PROPERTY ADDRESS IS: 200 SARTIN LN, JONESBORO, AR 72404-9401

Prior instrument reference: **2023R-013964**

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property.

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.

Grantor will warrant and defend against all lawful claims of all persons claiming by, through or under grantor, and no others.

Executed by the undersigned on Sep 10, 2024:

TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE, By Select Portfolio Servicing, Inc., as Attorney in Fact

By: _____ SEP 10 2024

Name: Terry Boren

Its: Document Control Officer

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me on Sept. 10, 2024. Before me, Diane Harward, a Notary Public of said State and County aforesaid, personally appeared Terry Boren Its Document Control Officer on behalf of **Select Portfolio Servicing, Inc., as Attorney in Fact for TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be Document Control Officer of Select Portfolio Servicing, Inc. its Attorney In Fact, and that he or she executed the foregoing instrument for the purposes contained herein by personally signing the above described instrument.

Notary Public

DIANE HARWARD
Notary Public State of Utah
My Commission Expires on:
November 11, 2027
Comm. Number: 733977

STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid

File Number: 31-75380-MH

Grantee: DAT PHAT NGUYEN
Mailing Address: 6225 MERRELL DR
JONESBORO AR 724047681

Grantor: TOWD POINT MORTGAGE TRUST 2015-4, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE
Mailing Address: 3217 DECKER LAKE DR
SALT LAKE CITY UT 841193284

Property Purchase Price: $146,000.00
Tax Amount: $481.80

County: CRAIGHEAD
Date Issued: 09/23/2024
Stamp ID: 2044983296

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Haley Carson c/o Pro Land Title Company

Grantee or Agent Name (signature): Haley Carson Date: 09/23/24

Address: 1025 Ferguson Drive

City/State/Zip: Benton, AR 72015

REZONING INFORMATION:

1. How was the property zoned when the current owner purchased it?
- It was C-4.
2. What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- The purpose of the proposed rezoning is a family home.
3. If rezoned, how would the property be developed and used?
- We will use the existing building and remodel the structure to use for the family home.
4. What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- Single-family home.
5. Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?
- Yes.
6. How would the proposed rezoning be the public interest and benefit the community?
- The proposed rezoning will provide a home for the family.
7. How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- Already existing mixed residential areas in this area.
8. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- Can't have home and commercial zoning.
9. How would the proposed rezoning affect nearby property, including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- No effect.
10. How long has the property remained vacant?
- Not vacant.
11. What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- No impact.
12. If the rezoning is approved, when would development or redevelopment begin?
- If the rezoning is approved, the development will begin as soon as possible.
13. How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from

individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in a delay in hearing the application.*

- No need for the neighborhood meeting

14. If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

- N/A


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-10, 200 Sartin Lane

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 24, 2025

REQUEST: To consider a rezoning of one tract of land containing 1.73 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "C-4", neighborhood commercial district, to "RS-7", single-family residential district.

APPLICANT: Dat Nguyen, 6225 Merrell Dr., Jonesboro, AR 72404
OWNER: Same

LOCATION: 200 Sartin Lane

SITE DESCRIPTION: **Total Size:** Approx. 1.73 acres
Street Frontage: No public street frontage at this time. There is an access easement to the proposed Jaxson Ln extension to the north of the subject property.

Existing Development: House

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-3 LUO & C-4 LUO – Vacant
South	C-4 – Vacant
East	C-4 – Commercial
West	C-3 LUO & R-1 – Vacant

HISTORY: Previously used as residential.

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as a **High Intensity** Growth Sector.

High Intensity:

A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

Typical Land Uses:

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

Density: Multi-family 8-14 Dwelling Units per acre

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



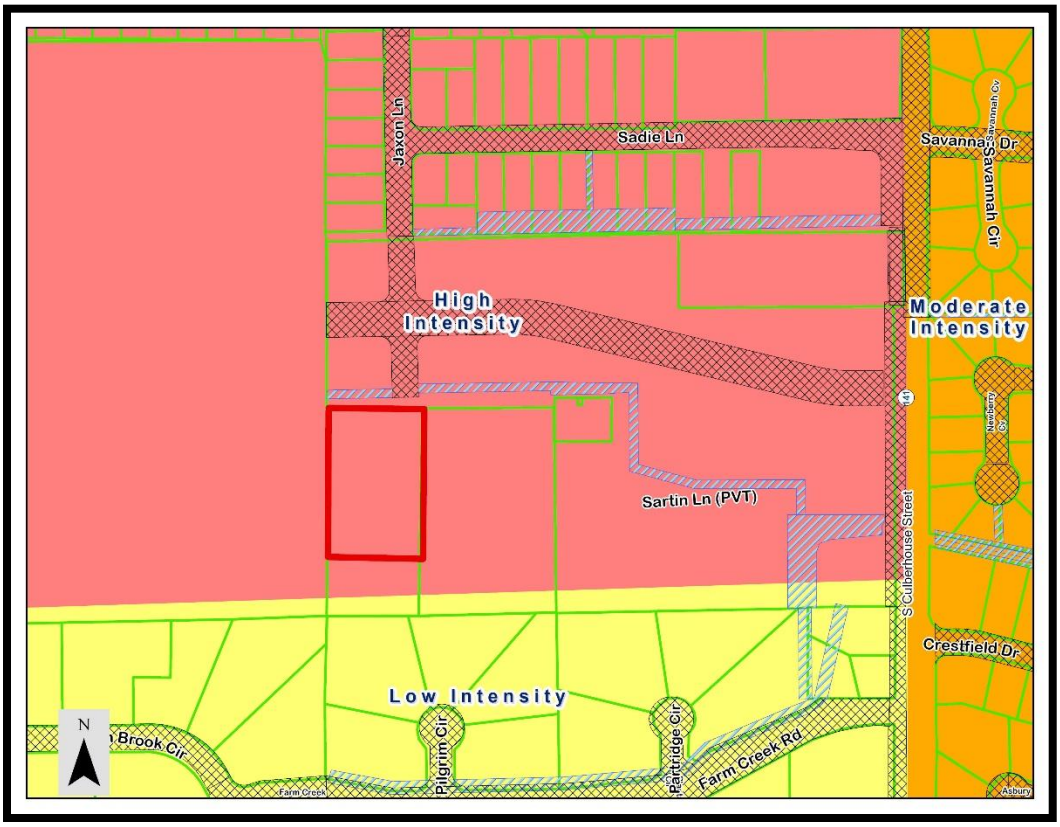
Fig. 17: Example High Intense Type- Retail Service

Fig. 18: Example High Intense Type- Retail Service

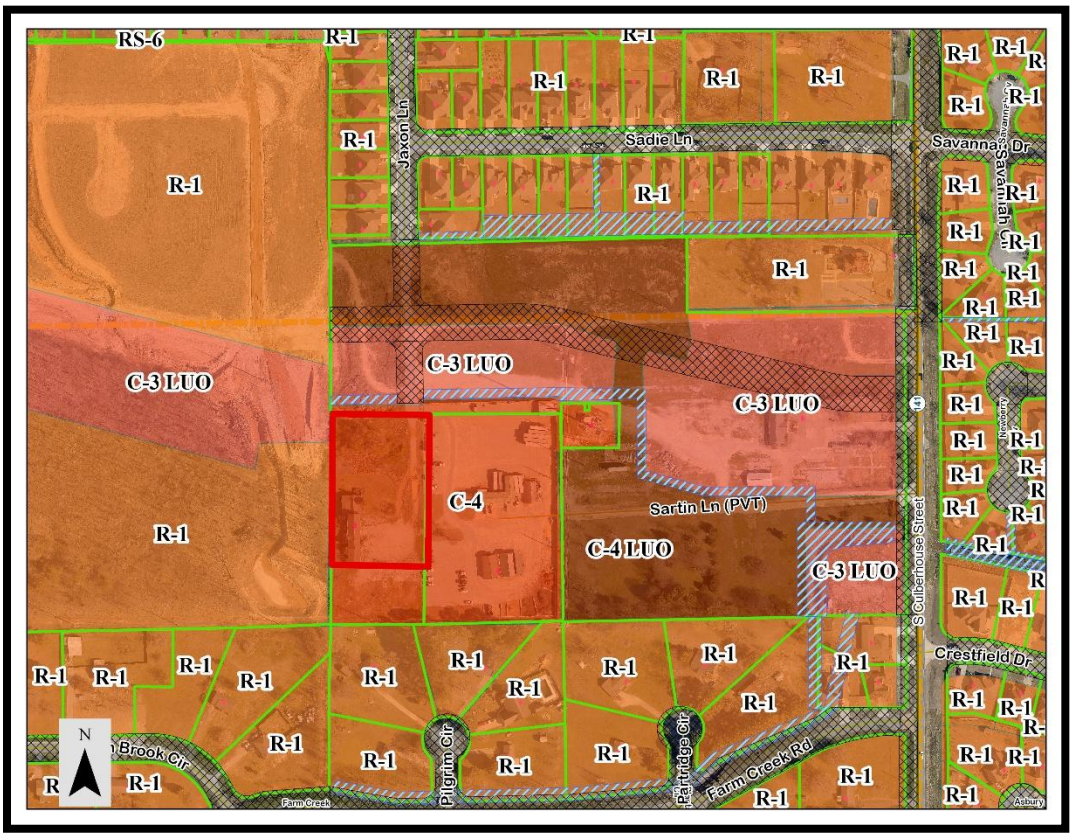
Fig. 19: Example High Intense Type- Small Lot Res.

Fig. 20: Example High Intense Type- Retail Service

Fig. 21: Moderate High Type- Retail/Office



Land Use Map



Zoning Map

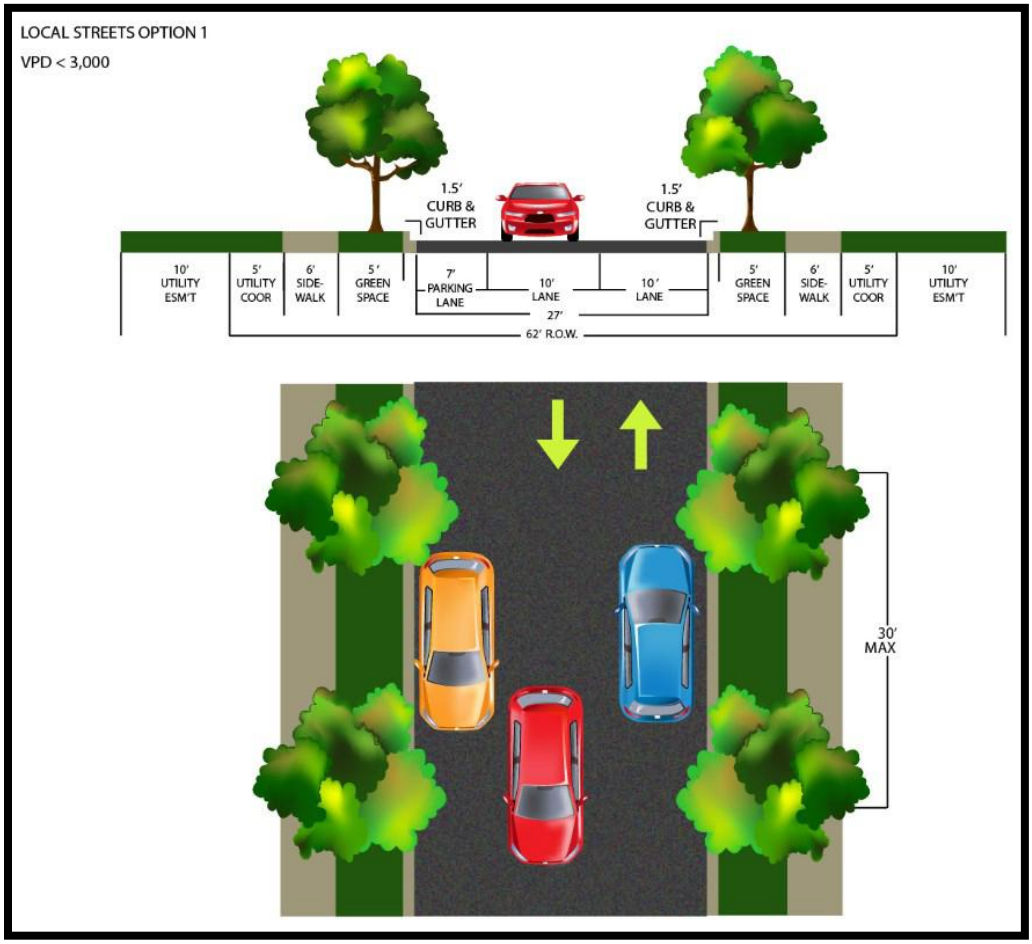
Master Street Plan/Transportation

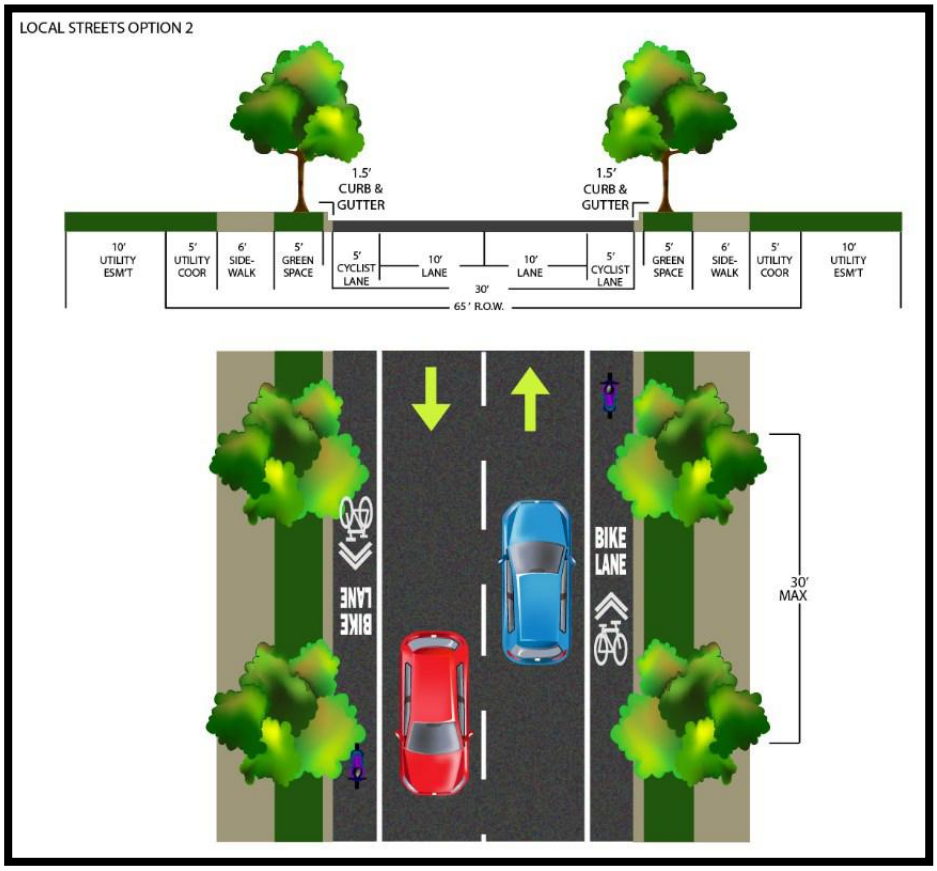
The subject property will be served by Jaxon Drive. The Master Street Plan classifies this road as a Local Street.

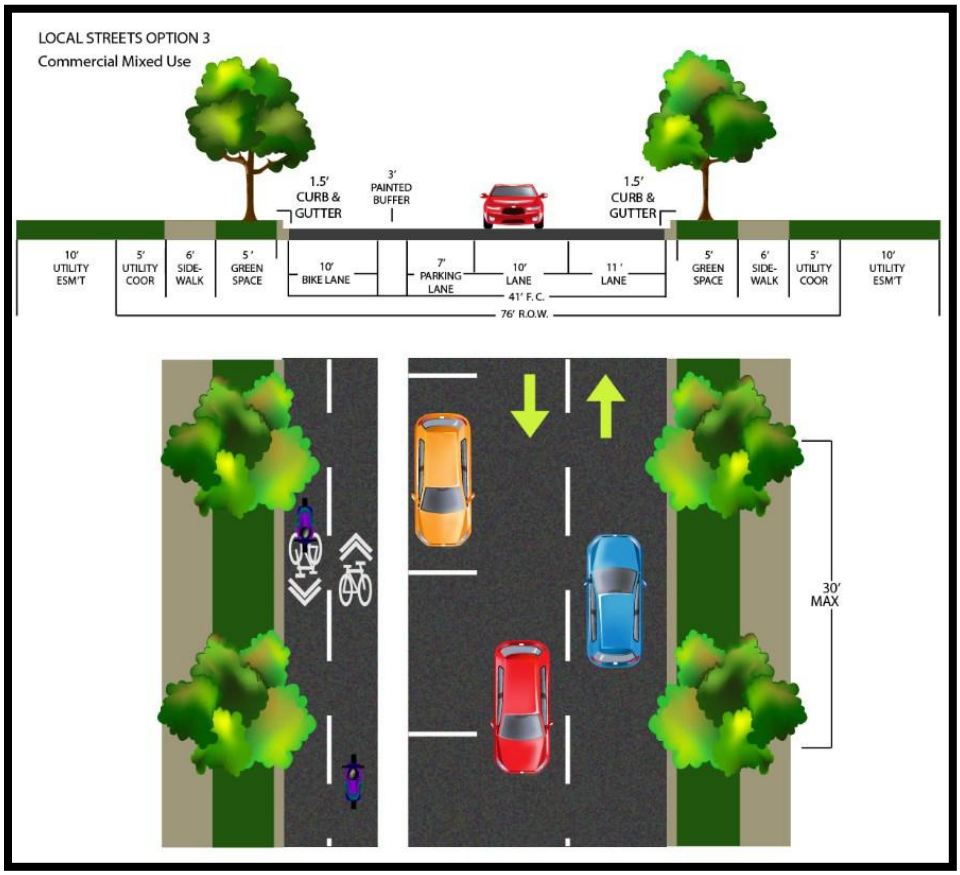
Local Streets serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

FUNCTION: The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

DESIGN: Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.




LOCAL STREETS OPTION 2
1.5' CURB & GUTTER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
5' GREEN SPACE
5' CYCLIST LANE
10' LANE
10' LANE
5' CYCLIST LANE
5' GREEN SPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
30'
65' R.O.W.
BIKE LANE
BIKE LANE
30' MAX


LOCAL STREETS OPTION 3
Commercial Mixed Use
1.5' CURB & GUTTER
3' PAINTED BUFFER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
5' GREEN SPACE
10' BIKE LANE
7' PARKING LANE
10' LANE
11' LANE
5' GREEN SPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
41' F.C.
76' R.O.W.
30' MAX

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is not consistent with the Adopted Land Use Plan. Residential single-family zones are not included in the high intensity growth sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential zoning.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot be utilized or improved as a single-family house.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned considering this is an existing residential structure.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "C-4", neighborhood commercial district. The applicant is applying for a rezoning to allow use and improvement of the existing house at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:

RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-10; a request to rezone property "C-4", neighborhood commercial district, to "RS-7", single-family residential district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 25-10 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "C-4", neighborhood commercial district, to "RS-7", single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-10, 200 Sartin Lane

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 24, 2025

REQUEST: To consider a rezoning of one tract of land containing 1.73 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "C-4", neighborhood commercial district, to "RS-7", single-family residential district.

APPLICANT: Dat Nguyen, 6225 Merrell Dr., Jonesboro, AR 72404
OWNER: Same

LOCATION: 200 Sartin Lane

SITE DESCRIPTION: **Total Size:** Approx. 1.73 acres
Street Frontage: No public street frontage at this time. There is an access easement to the proposed Jaxson Ln extension to the north of the subject property.

Existing Development: House

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	C-3 LUO & C-4 LUO – Vacant
South	C-4 – Vacant
East	C-4 – Commercial
West	C-3 LUO & R-1 – Vacant

HISTORY: Previously used as residential.

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as a **High Intensity** Growth Sector.

High Intensity:

A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

Typical Land Uses:

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

Density: Multi-family 8-14 Dwelling Units per acre

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



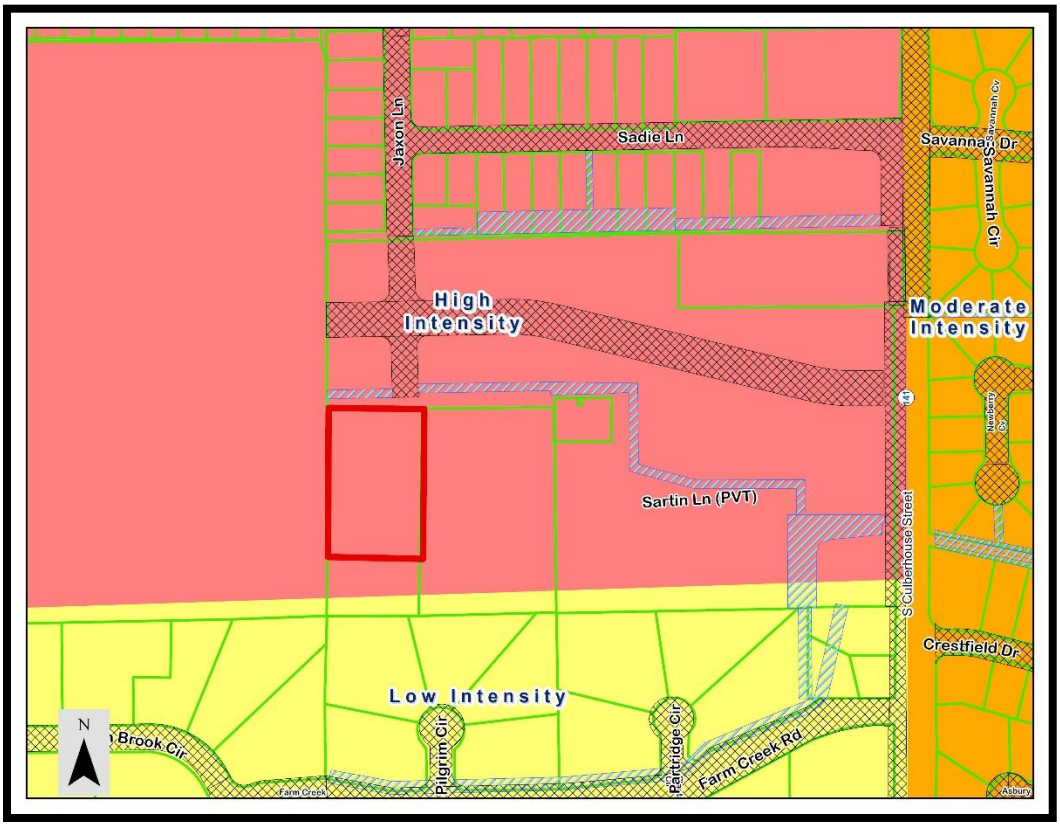
Fig. 17: Example High Intense Type- Retail Service

Fig. 18: Example High Intense Type- Retail Service

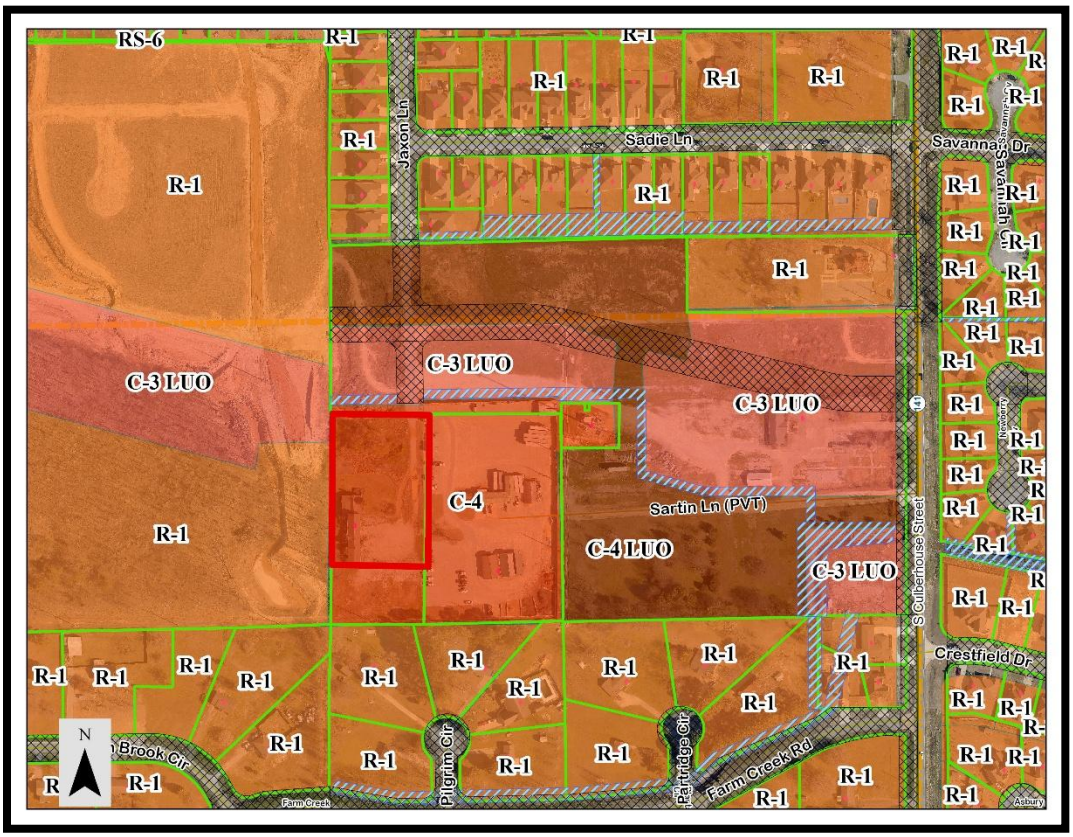
Fig. 19: Example High Intense Type- Small Lot Res.

Fig. 20: Example High Intense Type- Retail Service

Fig. 21: Moderate High Type- Retail/Office



Land Use Map



Zoning Map

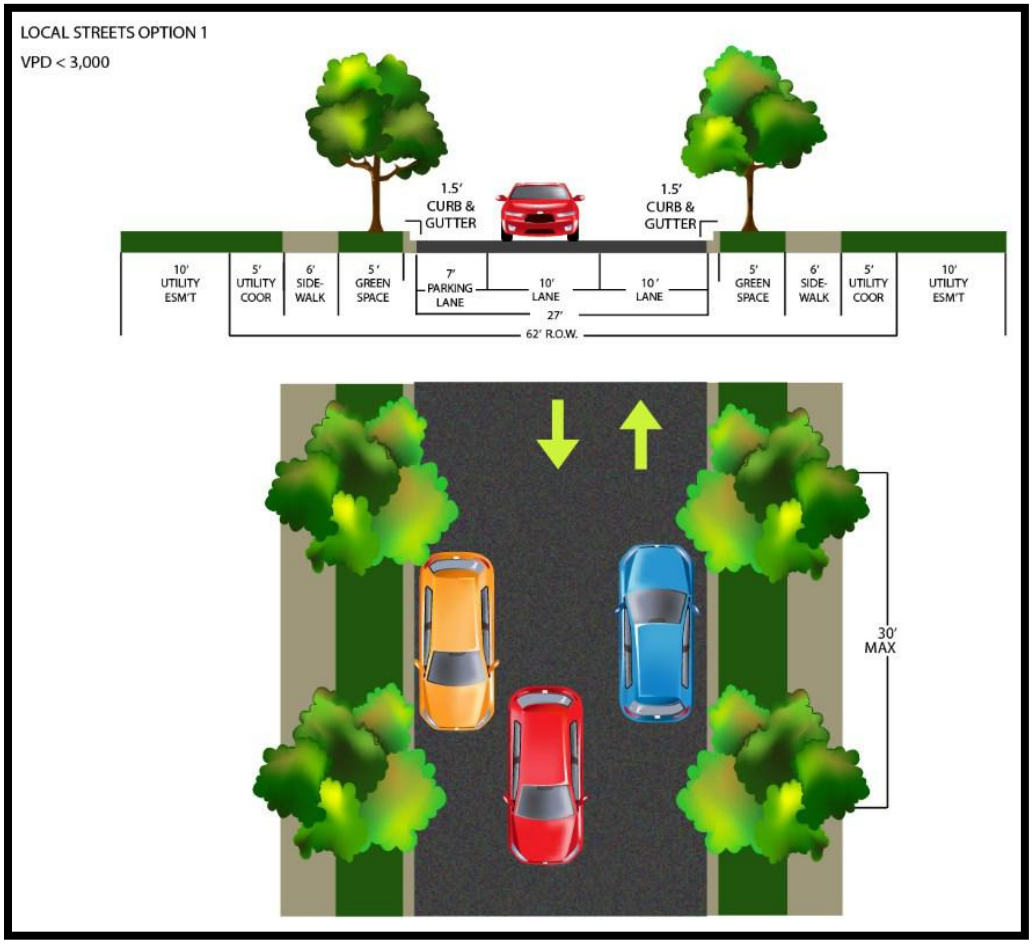
Master Street Plan/Transportation

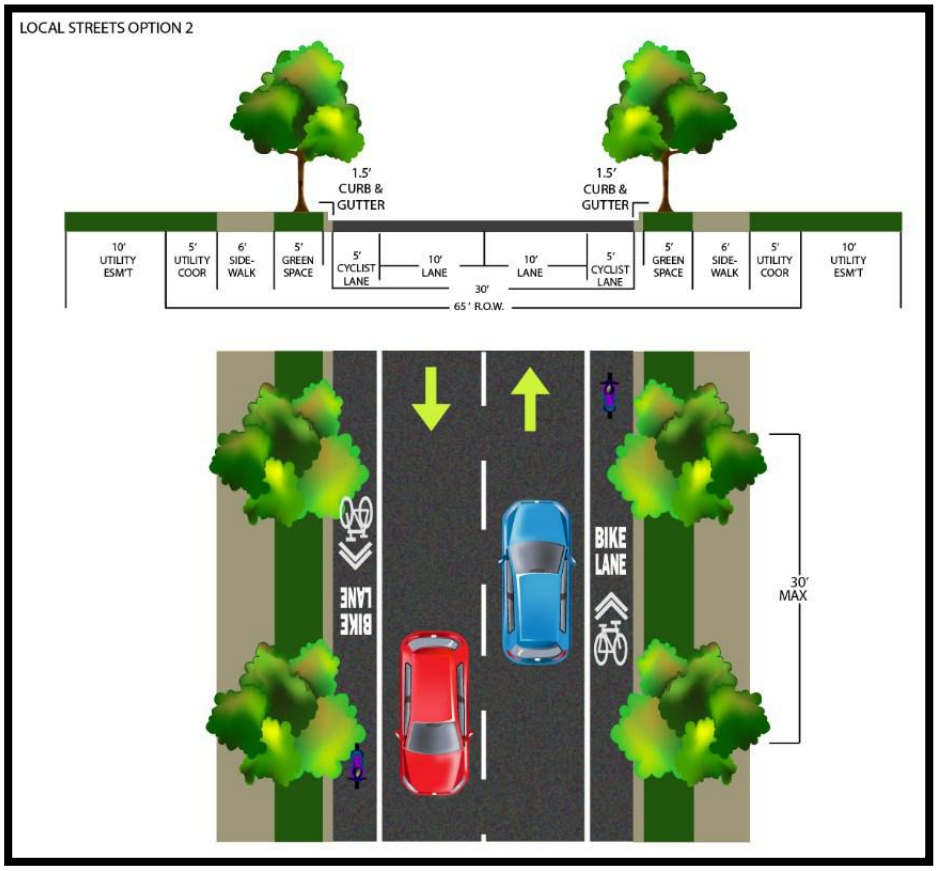
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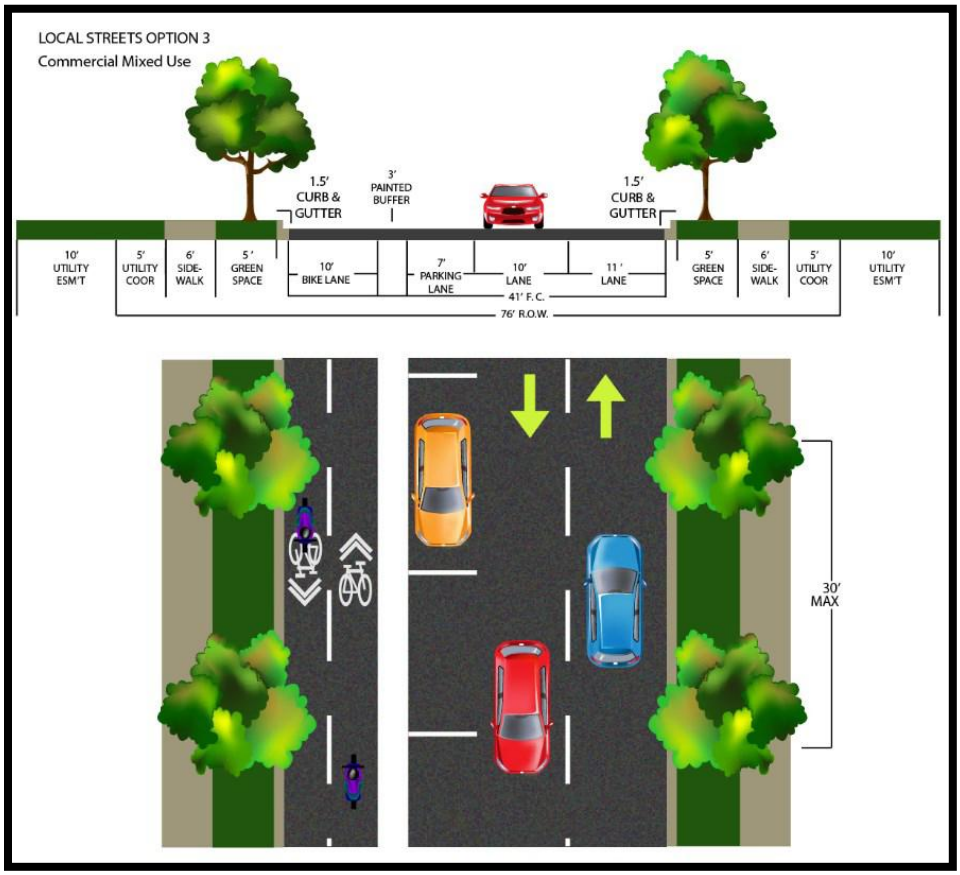
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10' UTILITY ESM'T
41' F.C.
76' R.O.W.
30' MAX

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(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
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Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "C-4", neighborhood commercial district. The applicant is applying for a rezoning to allow use and improvement of the existing house at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:

RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

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Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-10; a request to rezone property "C-4", neighborhood commercial district, to "RS-7", single-family residential district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 25-10 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "C-4", neighborhood commercial district, to "RS-7", single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

****

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 24, 2025

****

RZ-25-10 Rezoning: 200 Sartin Lane

Dat Nguyen is seeking a rezoning for 1.73 acres located at 200 Sartin Lane. The current zoning is C-4, neighborhood commercial and the requested zoning is RS-7, single family residential district.

Lonnie Roberts (Chair): Do I have the proponent for this item? If you would please state your name for the record.

Dat Nguyen (Proponent): Yes sir, Dat Nguyen.

Lonnie Roberts: And is there anything you would like to add to it before we proceed?

Dat Nyguyen: No.

Lonnie Roberts: Okay, city planner, do you have the staff comments on this one?

Derrel Smith (City Planner): Yes sir, we do. We have reviewed it, this is an existing residence but it was in a C-4 zone. So, they bought the residence and we're trying to make additions and since it was a non-conforming use, they had to bring it into to a residential zone.

Lonnie Roberts: So, it's already being used for residential?

Derrel Smith: Yes, and we would recommend approval of this with the following stipulations, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay with this being a rezoning, is anyone here to give public input about the rezoning? Any questions or comments? Okay, I'll open up for commissioners questions for comments?

COMMISSION ACTION:
Mr. Dennis Zolper made a motion to approve Case RZ: 25-10, as submitted, to the City Council with the stipulations that were read by the Planning Department:
1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, reviewed, and approved by the planning department, prior to any redevelopment of the property.
3. Any change of use shall be subject to planning department approval in the future.
The motion was seconded by Paul Ford.

Roll Call Vote:
Aye: 7 – Dennis Zolper, Jimmy Cooper, Monroe Pointer, Jeff Steiling, Kevin Bailey, Paul Ford, & Jim Little

Nay: 0
****

OFFICIAL RECEIPT

Receipt Date 06/25/2025 03:53 PM
Receipt Print Date 06/25/2025

Receipt # 00263316
Batch # 00125.06.2025

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	317.20
Detail:	
01-000-0150-00	
Rezoning Request - 200 Sartin	
Ln / Proof of Publication	317.20
Total	317.20
Payment Information:	
Credit Car 5313	317.20
Change	0.00

Lam Nguyen
Customer #: 000000

,

Cashier: TJGeror
Station: TJGEROR

Agenda Date: **Version:** 1 **Status:** First Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM AG-1 TO RS-7 FOR PROPERTY LOCATED AT KATHLEEN STREET

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

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

FROM: **AG-1, AGRICULTURAL DISTRICT**
TO: **RS-7- SINGLE FAMILY RESIDENTIAL DISTRICT**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

PART OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°31'49" WEST, 238.69 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 00°31'49" WEST, 727.82 FEET; THENCE SOUTH 89°09'18" WEST, 1046.30 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF KATHLEEN STREET; THENCE NORTH 33°30'29" EAST, ALONG SAID RIGHT-OF-WAY LINE, 1033.34 FEET; THENCE SOUTH 56°29'32" EAST, LEAVING SAID RIGHT-OF-WAY LINE, 222.12 FEET; THENCE NORTH 89°11'04" EAST, 297.28 FEET THE POINT OF BEGINNING PROPER, CONTAINING 13.86 ACRES (603,646 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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

1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.

SECTION III: THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, INSOFAR AS IT RELATES TO THE LANDS DESCRIBED HEREINABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Date Received: _____

Case Number: _____

LOCATION:

Site Address: Kathleen Street PARCEL #: 01-144232-00110

Side of Street: EAST between HIGHLAND DR and PACIFIC ROAD

Quarter: NE Section: 23 Township: 14N Range: 4E

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: AG Proposed Zoning: RS-7

Size of site (square feet and acres): 13.86 +/- ac.(603.741 S.F.) Street frontage (feet): 1034 ft

Existing Use of the Site: vacant

Character and adequacy of adjoining streets: Adjoining streets operate at an acceptable level of service.

Does public water serve the site? Yes — Offsite water extension will improve water accessibility

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? yes

If not, how would sewer service be provided? Sanitary Sewer extension will service proposed lots

Use of adjoining properties:

North: R-1; residential subdvision

South: AG; currently farmland

East: R-1; single family residential home/ farmland

West: I-2:

Physical characteristics of the site: the project site is relatively flat and open; currently farmland

Characteristics of the neighborhood: Neighborhood possesses potential for growth with a new residential subdivision on the north and Dr MLK Jr Dr improvements on the east.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is the 17th of each month. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions* ***in detail:***

(1). How was the property zoned when the current owner purchased it?

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?

(3). If rezoned, how would the property be developed and used?

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?*

(6). How would the proposed rezoning be the public interest and benefit the community?

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

(10). How long has the property remained vacant?

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

(12). If the rezoning is approved, when would development or redevelopment begin?

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Phillips Family Investments LLC

Address: 3406 Stadium Blvd.

City, State: Jonesboro, AR ZIP 72404

Telephone: 870-926-8757

Facsimile:

Signature:

Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Fisher Arnold

Name: Garrett Dunnam

Address: 404 Creath Ave

City, State: Jonesboro ZIP 72401

Telephone: 870-932-2019

Facsimile:

Signature:

Deed: *Please attach a copy of the deed for the subject property.*

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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $4.10
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73
Total Postage and Fees $9.68

Sent To TDC LLC
Street and Apt. No., or PO Box No. 212 SHADY LANE
City, State, ZIP+4® BONO AR 72416

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0001 0371 7400

315 EAST STREET POST OFFICE 0405 15
JONESBORO, AR 72401
MAY 29 2025
Postmark Here
05/29/2025

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $4.10
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73
Total Postage and Fees $9.68

Sent To STADLER, LOUIS J JR. & SR.
Street and Apt. No., or PO Box No. 5300 PACIFIC ROAD
City, State, ZIP+4® JONESBORO AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0001 0371 7394

315 EAST STREET POST OFFICE 0405 15
JONESBORO, AR 72401
MAY 29 2025
Postmark Here
05/29/2025

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Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $4.10
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73
Total Postage and Fees $9.68

Sent To SNYDER, WILLIAM & REBEKAH
Street and Apt. No., or PO Box No. 5305 PACIFIC RD
City, State, ZIP+4® JONESBORO AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0001 0371 7417

315 EAST STREET POST OFFICE 0405 15
JONESBORO, AR 72401
MAY 29 2025
Postmark Here
03/29/2025

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee $4.85
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $4.10
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.73
Total Postage and Fees $9.68

Sent To BROWN, ZACHARY
Street and Apt. No., or PO Box No. 5303 PACIFIC RD
City, State, ZIP+4® JONESBORO AR 72401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0001 0371 7424

315 EAST STREET POST OFFICE 0405 15
JONESBORO, AR 72401
MAY 29 2025
Postmark Here
05/29/2025

FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

May 27, 2025

Mr. Derrel Smith
Director of Planning and Zoning
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

RE: REQUEST FOR REZONING: FROM AG TO RS-7
PARCEL # 01-144232-00110
JONESBORO, ARKANSAS

Dear Mr. Smith:

On behalf of Phillips Family Investments LLC, we are pleased to submit this rezoning request. The subject property is located at the corner of Pacific Road and Kathleen Street. The property is currently zoned AG and contains 14.85 +/- acres. The proposed rezoning request is for 13.86 acres, which is a portion of the respective parcel in question. Based on Section 117-138, Agricultural Zoning is to guide the conversion of rural lands to suburban use and to protect appropriate areas for development until they are well served by public facilities and services. Please accept our application to rezone based on the guidelines outlined in the Jonesboro Code of Ordinances.

Please see below the necessary information offering justification and explanation for the proposed rezoning as requested on the rezoning application. The explanations are numbered respective to the questions on the rezoning application.

1. The property was zoned AG at the time the current owner purchased it.

2. The purpose of the rezoning is as allow for residential development consistent with the surrounding area. The minimum lot size requirements for AG are not conducive for the intended lot size of the development.

3. The property will be developed into residential subdivision.

4. If the rezone is approved, RS-7 would allow 7 Lots per acre with a minimum lot size of 6,222s.f. The proposed development would provide 44 residential lots, 60'x130' average lot size.

5. Yes, the Land Use Plan depicts this area of land to be allocated for moderate intensity use. Based on the description of moderate intensity from the Land Use Plan, this development does comply.

404 Creath Avenue
Jonesboro, AR 72401
870.932.2019
Toll Free: 1.888.583.9724

www.fisherarnold.com

6. A rezone from AG to RS-7 would provide the opportunity for new single family detached housing in a growth area.

7. The surrounding area possesses mixed developments from single family to multi-family dwellings. Thus, this would maintain that growth by accommodating a single family, detached housing development.

8. The existing zoning does not allow for lot sizes conducive to the proposed development.

9. A successful rezone of this property would not create any change in the normal and customary use of "nearby property".

10. The current use has been farmland.

11. If the property were to be rezoned, the impact on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services would not be of any measurable burden different than the surrounding developments.

12. The development will begin in 2025

13. A neighborhood meeting has not been held at this time.

14. This application is not for a Limited Use Overlay.

If there are any further questions or concerns, please do not hesitate to contact me.

Sincerely

Garrett Dunnam P.E.
Civil Engineer
FISHER ARNOLD
404 Creath Avenue | Jonesboro, AR 72401

FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

May 28, 2025

RE: REQUEST FOR REZONING: FROM AG TO RS-7
PROPERTY LOCATION: KATHLEEN STREET
PARCEL #: 01-144232-00110
JONESBORO, ARKANSAS

Dear Neighbor:

In regards to the rezoning for the respective property, please see below a detailed explanation outlining the rezoning request.

PUBLIC HEARING DATE: JUNE 24, 2025

On behalf of the owner of the respective property, we would like to inform you of a rezoning request in your community. The subject property is located on Kathleen Street, approximately 100 linear feet south of the intersection of Kathleen Street and Pacific Road. The property is currently zoned Agricultural, AG and contains 13.86 +/- acres that are needing to be rezoned for the respective development. Based on Section 117-138 of the Jonesboro Code of Ordinances, Agricultural Zoning is to guide the conversion of rural lands to suburban use and to protect appropriate areas for development until they are well served by public facilities and services.

If the amendment to the zoning map request is approved, the RS-7 zoning will allow for the development of a single family, detached housing community. The average lot size will be 60ft x 130ft.

Please see attached, herein enclosed, the rezoning plat that was submitted to the City of Jonesboro Planning department and the City of Jonesboro Rezoning Property Owner Notification for more information.

If there are any further questions or concerns, please do not hesitate to contact me at 870.932.2019

Sincerely

Garrett Dunnam P.E.

404 Creath Avenue
Jonesboro, AR 72401
870.932.2019
Toll Free: 1.888.583.9724

CITY OF JONESBORO
REZONING PROPERTY OWNER NOTIFICATION

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1st Floor, Jonesboro, Arkansas, on:

TUESDAY, 24 ,2025 AT 5:30 PM

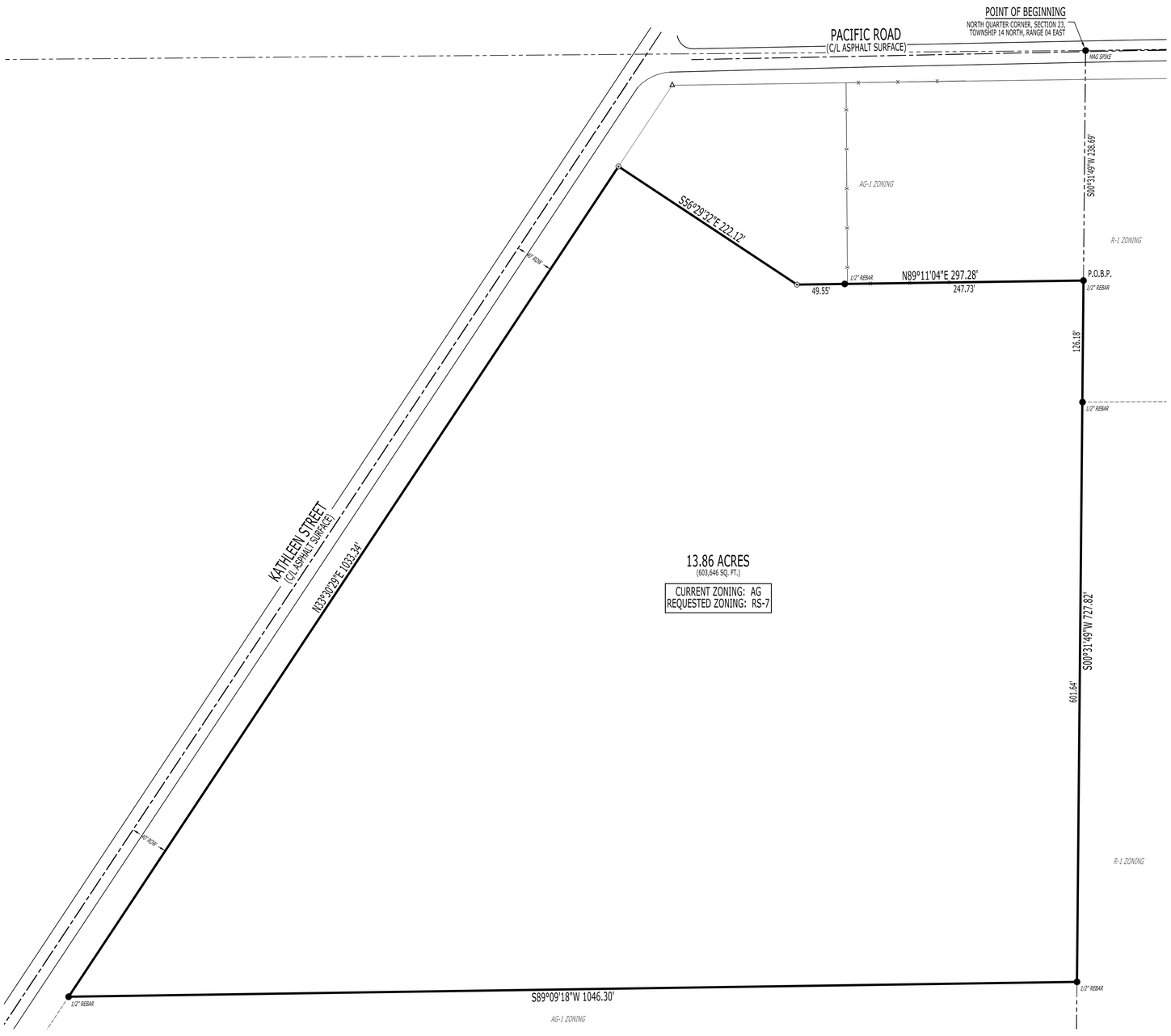
One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

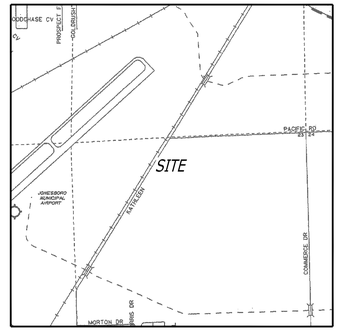
REZONING REQUESTED BY: FISHER ARNOLD
DATE: JUNE 24, 2025
SUBJECT PROPERTY ADDRESS: KATHLEEN STREET PARCEL: 01-144232-00110
DESCRIPTION OF REZONING REQUESTED: Request for rezone from AG to RS-7 to allow Detached, Single Family lots with lot dimensions approximately 60ft x 130ft.

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning, unless so written by me to the Commission.

Printed Name of Property Adjacent Owner	(Signature)	Date
Address	Phone	

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.





VICINITY MAP
(N.T.S)

LEGEND:

- ● FOUND MONUMENT (AS NOTED)
- ⊙ SET 5/8" REBAR W/ BLUE PLASTIC CAP STAMPED "J. BEARD P.S. 1691" (OR AS NOTED)
- △ COMPUTED POINT (NOT MONUMENTED)
- ━ BOUNDARY LINE

ZONING NOTES:

1. CURRENT ZONING CLASSIFICATION:
   - AG, AGRICULTURAL DISTRICT.
2. AG, BUILDING SETBACKS AND RESTRICTIONS:
   - STREET SETBACK - 30'
   - SIDE SETBACK - 10'
   - REAR SETBACK - 30'
   - MAXIMUM LOT COVERAGE - 35%
   - MAXIMUM HEIGHT LIMITATION - 45'
   - MINIMUM LOT WIDTH - 240'
   - MINIMUM LOT AREA - 5 ACRES
3. REQUESTED ZONING CLASSIFICATION:
   - RS-7, SINGLE FAMILY RESIDENTIAL DISTRICT.
4. RS-7, BUILDING SETBACKS AND RESTRICTIONS:
   - STREET SETBACK - 20'
   - SIDE SETBACK - 7.5'
   - REAR SETBACK - 20'
   - MAXIMUM LOT COVERAGE - 40%
   - MAXIMUM HEIGHT LIMITATION - 35'
   - MINIMUM LOT WIDTH - 50'
   - MINIMUM LOT AREA - 6,222 SQ. FT.
5. FOR MORE INFORMATION CONTACT THE CITY OF JONESBORO PLANNING AND ZONING DEPARTMENT @ (870) 932-0406.

SURVEYOR'S NOTES:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE GRID NORTH (0301).
3. THE FOLLOWING DOCUMENTS WERE USED TO COMPLETE THIS SURVEY:
   - BOUNDARY SURVEY, BY MICHAEL P. MCNEESE, P.S. 1709, ADLS DOCUMENT NO. 20241206030930, DATED NOVEMBER 04, 2024.
   - WARRANTY DEED, CRAIGHEAD COUNTY DOCUMENT NO. JB2024R-020834, DATED NOVEMBER 19, 2024.
4. THE SUBJECT PROPERTY LIES OUTSIDE THE 100 YEAR SPECIAL FLOOD HAZARD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP: PANEL NO. 05031C0259D, EFFECTIVE DATE SEPTEMBER 26, 2024.
5. BUILDINGS AND IMPROVEMENTS SURFACE AND/OR SUBSURFACE ON AND ADJACENT TO THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN ON THIS BOUNDARY SURVEY.
6. THE EXISTENCE AND/OR LOCATION OF UTILITY SERVICES TO THE SUBJECT PROPERTY ARE UNKNOWN AND ARE NOT SHOWN ON THIS BOUNDARY SURVEY.
7. FIELD WORK WAS COMPLETED ON MAY 20, 2025.

LEGAL DESCRIPTION (AS-SURVEYED):

PART OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°31'49" WEST, 238.69 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 00°31'49" WEST, 727.82 FEET; THENCE SOUTH 89°09'18" WEST, 1046.30 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF KATHLEEN STREET; THENCE NORTH 33°30'29" EAST, ALONG SAID RIGHT-OF-WAY LINE, 1033.34 FEET; THENCE SOUTH 56°29'32" EAST, LEAVING SAID RIGHT-OF-WAY LINE, 222.12 FEET; THENCE NORTH 89°11'04" EAST, 297.28 FEET THE POINT OF BEGINNING PROPER, CONTAINING 13.86 ACRES (603,646 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATION:

I, JASON D. BEARD, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACT WAS SURVEYED UNDER MY DIRECT SUPERVISION.

60 0 60 120
GRAPHIC SCALE 1" = 60'

BEARINGS BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

REZONING PLAT

CLIENT: PHILLIPS FAMILY INVESTMENTS LLC

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

RIDGE SURVEYING & CONSULTING PLLC
404 Creath Ave., Suite B
Jonesboro, AR 72401
870-203-9940
www.ridgesurveying.net

REVISIONS			
DESCRIPTION	BY	DATE	

DRAWING INFO	
DRAWN BY:	JDB
DATE:	05 / 22 / 2025
SCALE:	1" = 60'
JOB NO:	2405 - REZONE

CERTIFICATE OF AUTHORIZATION
RIDGE SURVEYING & CONSULTING PLLC.
No. 2946
ARKANSAS

RIDGE SURVEYING & CONSULTING, PLLC.
ARKANSAS - 2946

REGISTERED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
P.S. 1691
SIGNATURE
JASON D. BEARD
05/22/2025

JASON D. BEARD - SURVEYOR
ARKANSAS - P.S. 1691

500-14N-04E-0-23-410-16-1691


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO


REZONING REQUESTED
ON THIS
PROPERTY
Public Hearings to be held
Tuesday of Each Month
Municipal Center
100 S CHURCH ST
1st Floor
CALL 810-923-0404
FOR FURTHER INFORMATION


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-11 Kathleen Street and Pacific Road

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 24, 2025

REQUEST: To consider a rezoning of one tract of land containing 13.86 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "AG-1", agricultural district, to "RS-7", single-family residential district.

APPLICANT: Fisher Arnold, 404 Creath Ave., Jonesboro, AR 72401
OWNER: Phillips Family Investments, LLC, 3406 Stadium Blvd., Jonesboro, AR 72404

LOCATION: Kathleen Street and Pacific Road (Parcel # 01-144232-00110)

SITE DESCRIPTION: **Total Size:** Approx. 13.86 acres
Street Frontage: Approx. 1034 feet along Kathleen Street

Existing Development: Vacant

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	AG-1 - Vacant
South	AG-1 - Vacant
East	R-1 - Vacant
West	Railroad Tracks & I-2 - Vacant

HISTORY: Vacant

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as a **High Intensity** Growth Sector.

High Intensity:

A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

Typical Land Uses:

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

Density: Multi-family 8-14 Dwelling Units per acre

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



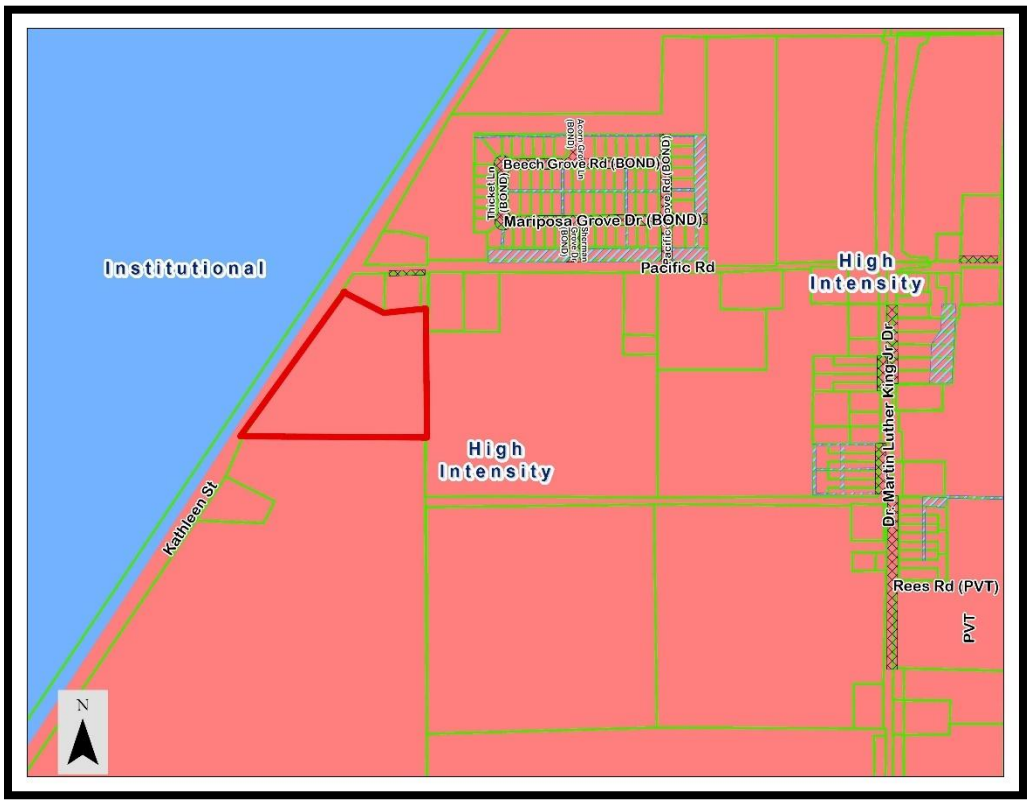
Fig. 17: Example High Intense Type- Retail Service

Fig. 18: Example High Intense Type- Retail Service

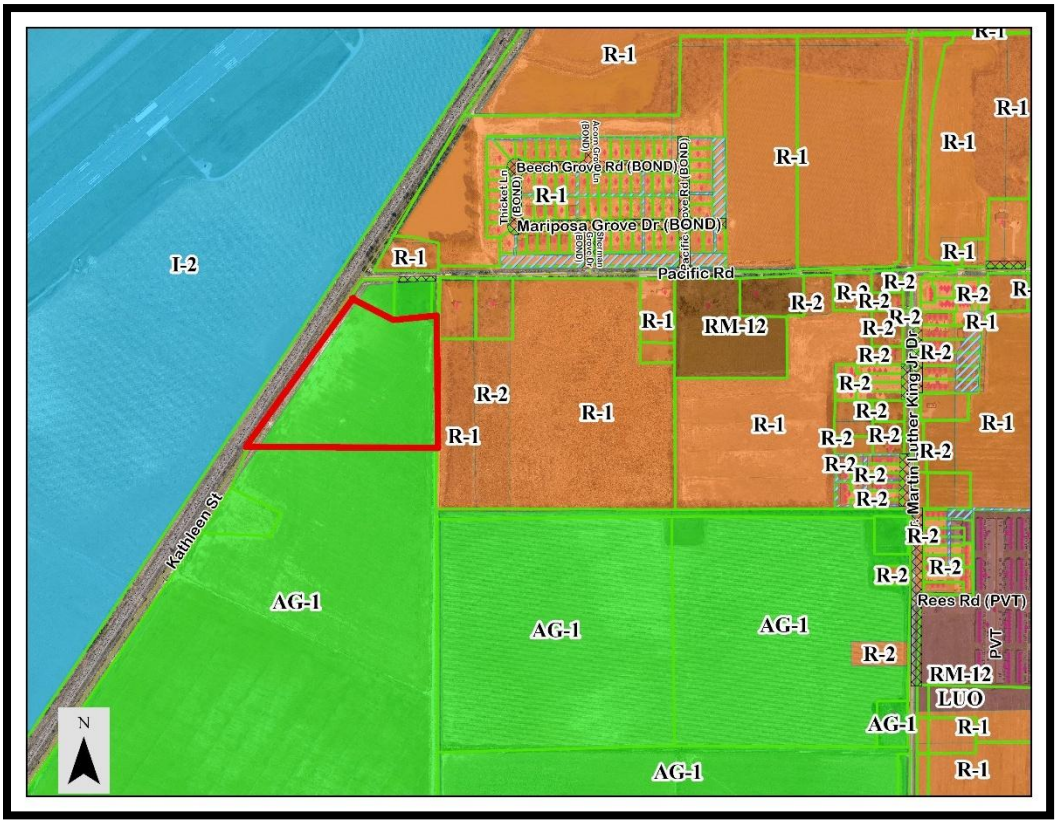
Fig. 19: Example High Intense Type- Small Lot Res.

Fig. 20: Example High Intense Type- Retail Service

Fig. 21: Moderate High Type- Retail/Office



Land Use Map



Zoning Map

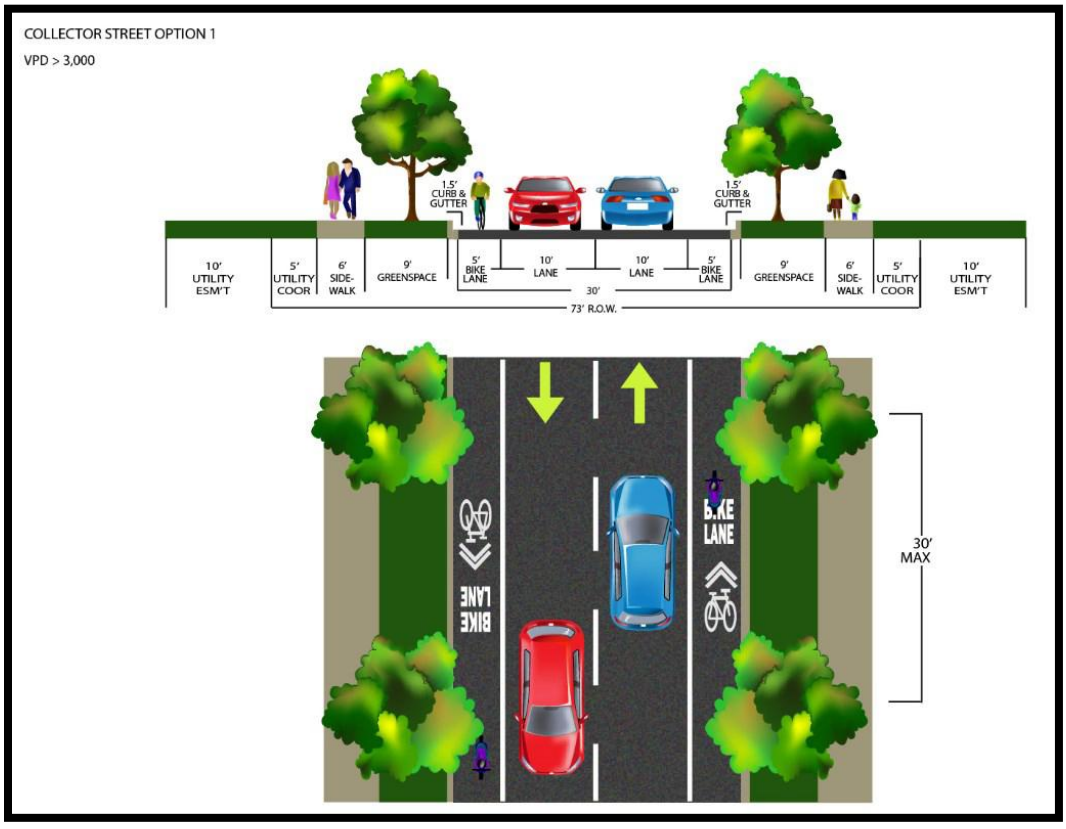
Master Street Plan/Transportation

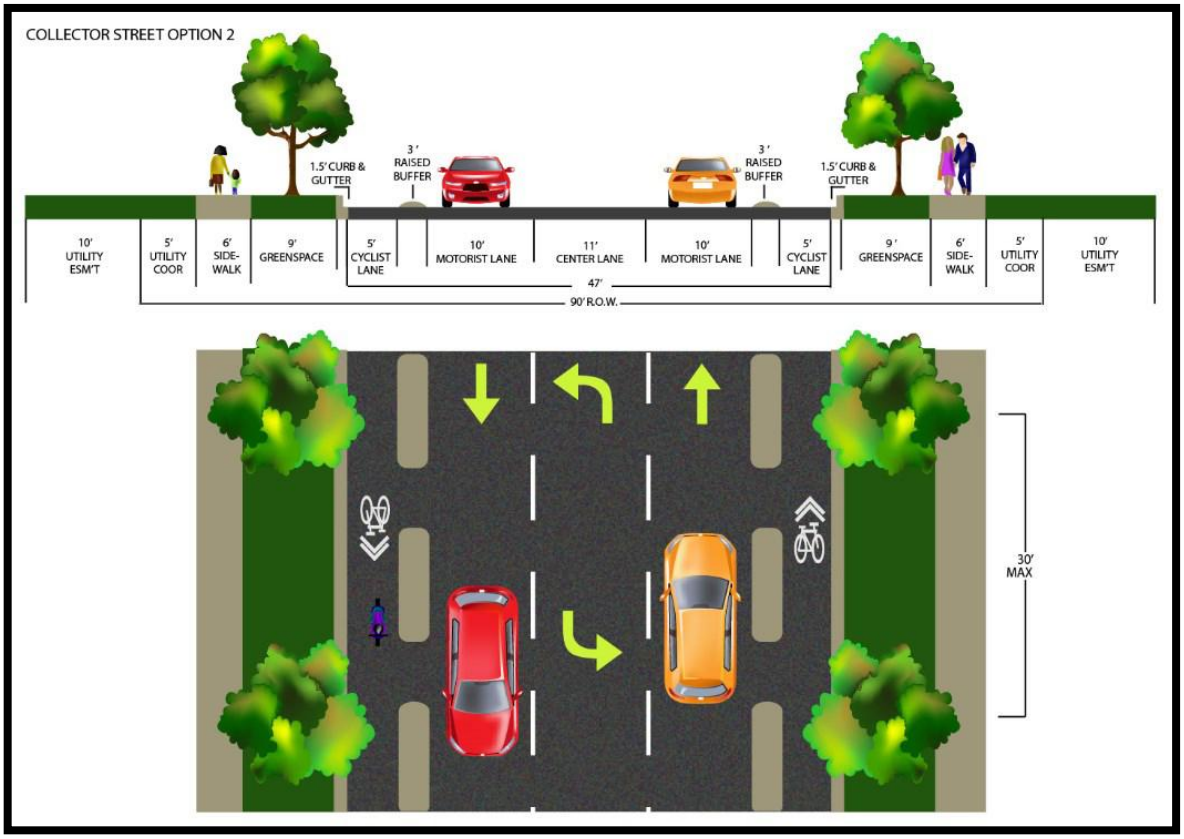
The subject property will be served by Kathleen Street. The Master Street Plan classifies this road as a Collector.

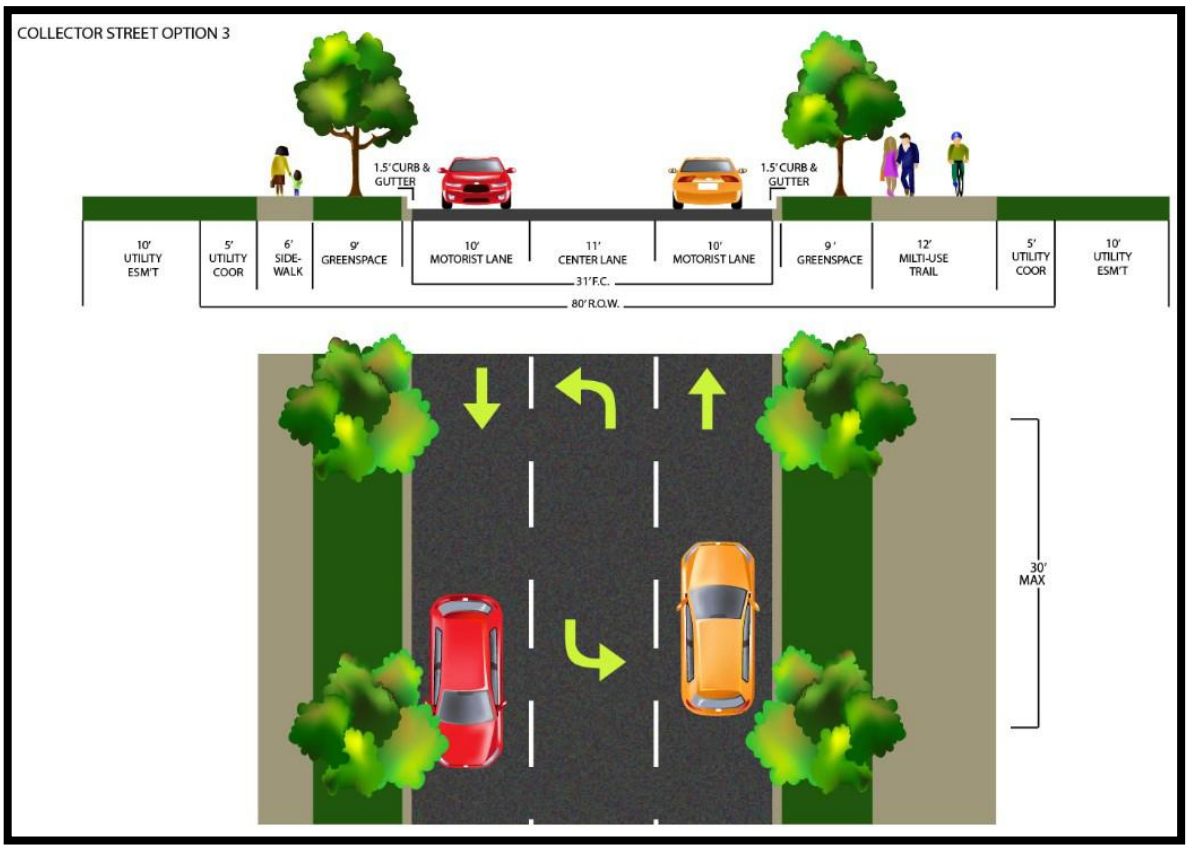
Collectors provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

FUNCTION: A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).




COLLECTOR STREET OPTION 2
1.5' CURB & GUTTER
3 ' RAISED BUFFER
3 ' RAISED BUFFER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
5' CYCLIST LANE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
5' CYCLIST LANE
9 ' GREENSPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
47'
90' R.O.W.
30' MAX


COLLECTOR STREET OPTION 3
1.5' CURB & GUTTER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
9 ' GREENSPACE
12' MILTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESM'T
31' F.C.
80' R.O.W.
30' MAX

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is not consistent with the Adopted Land Use Plan. Residential single-family zones are not included in the high intensity growth sector. The current zone is not consistent with the Land Use Plan either.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential zoning.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot be utilized as a residential subdivision.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "AG-1", agricultural district. The applicant is applying for a rezoning to allow a residential subdivision at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:

RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-11; a request to rezone property "AG-1", agricultural district, to "RS-7", single-family residential district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 25-11 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "AG-1", agricultural district, to "RS-7", single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-11 Kathleen Street and Pacific Road

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 24, 2025

REQUEST: To consider a rezoning of one tract of land containing 13.86 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "AG-1", agricultural district, to "RS-7", single-family residential district.

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Street Frontage: Approx. 1034 feet along Kathleen Street

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SURROUNDING CONDITIONS:

ZONE	LAND USE
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West	Railroad Tracks & I-2 - Vacant

HISTORY: Vacant

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High Intensity:

A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

Typical Land Uses:

- Regional Shopping Centers
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- Fast Food Restaurants
- Multi-family
- Service Stations
- Commercial and Office
- Call Centers
- Research and Development
- Medical
- Banks
- Big Box Commercial
- Hotel

Density: Multi-family 8-14 Dwelling Units per acre

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



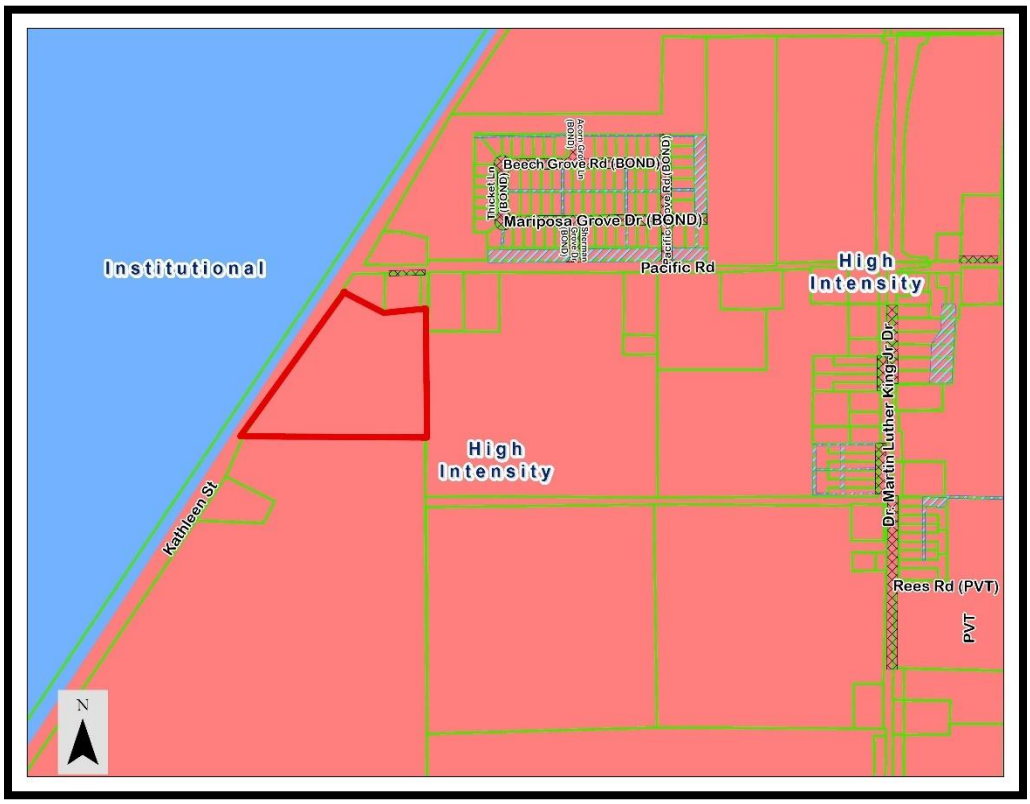
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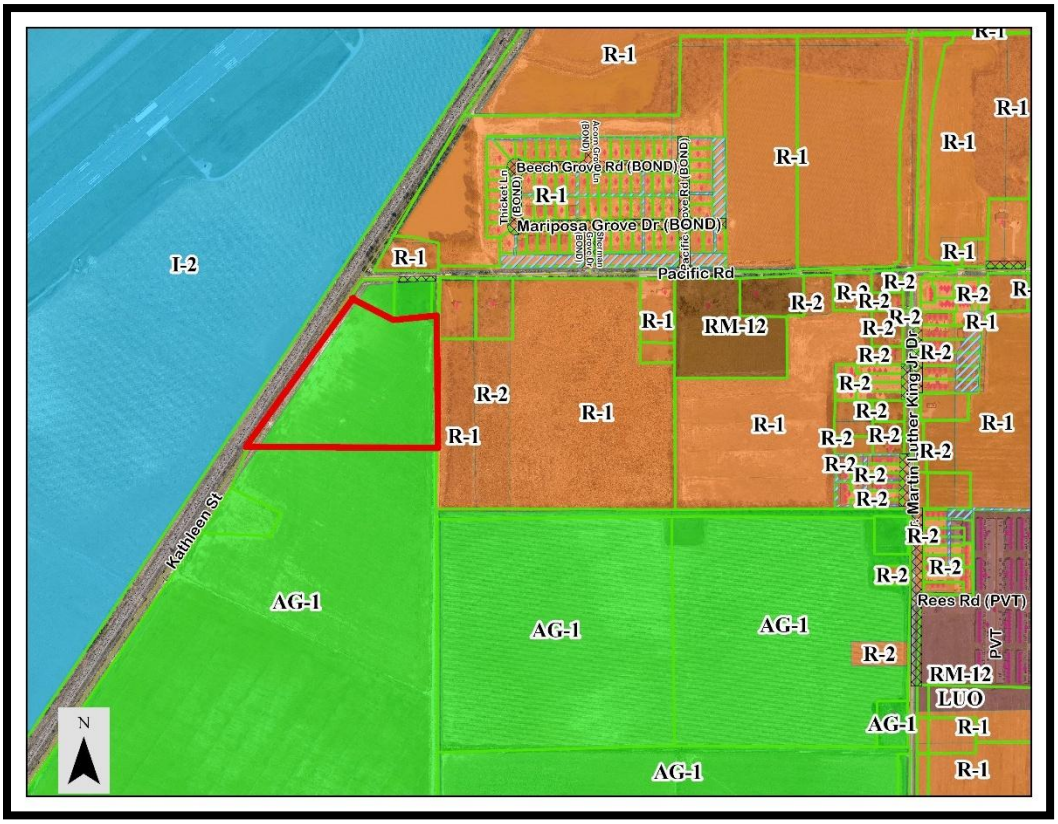
Fig. 19: Example High Intense Type- Small Lot Res.

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Fig. 21: Moderate High Type- Retail/Office



Land Use Map



Zoning Map

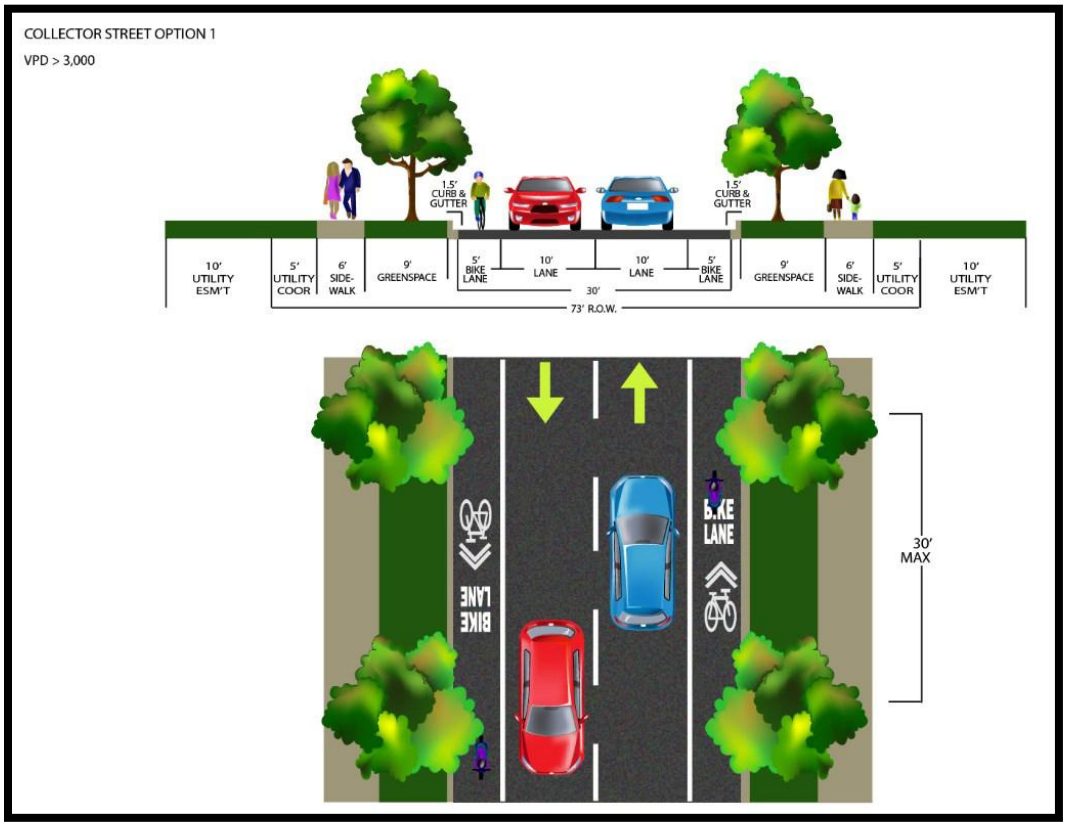
Master Street Plan/Transportation

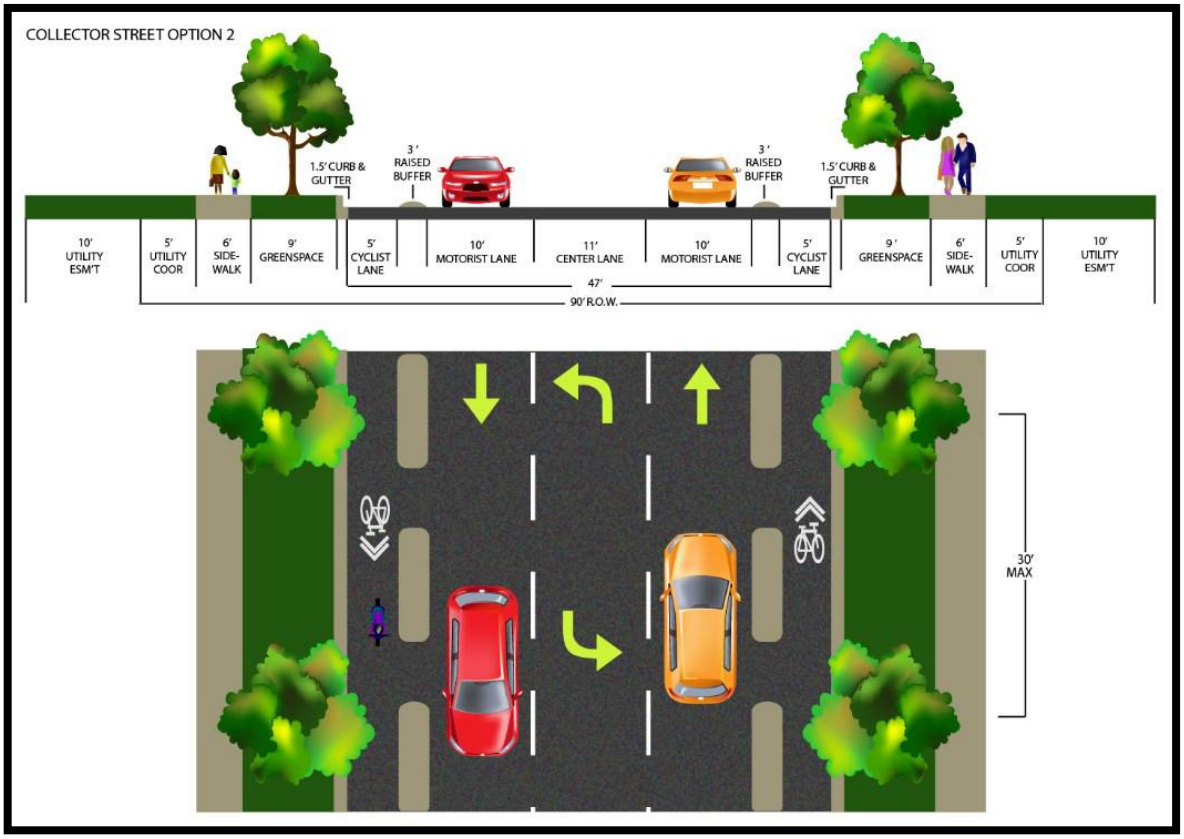
The subject property will be served by Kathleen Street. The Master Street Plan classifies this road as a Collector.

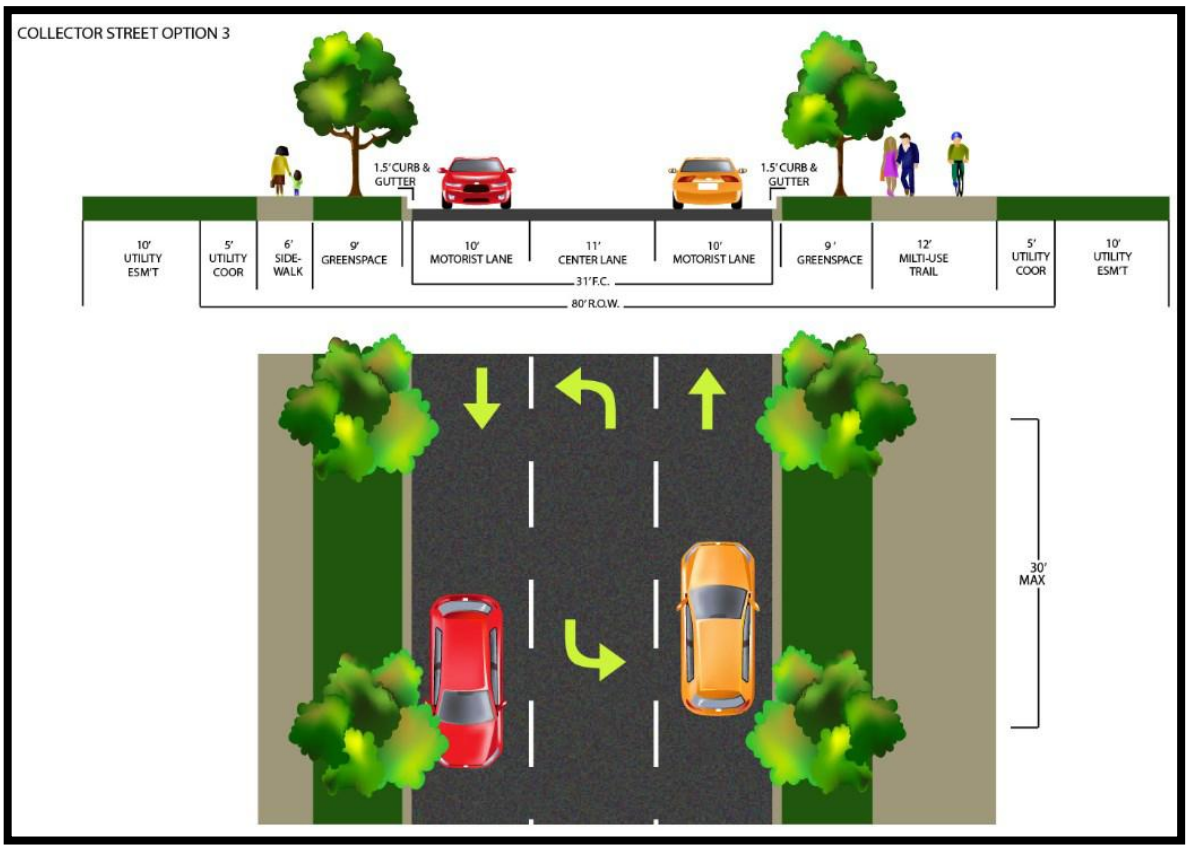
Collectors provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

FUNCTION: A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).




COLLECTOR STREET OPTION 2
1.5' CURB & GUTTER
3 ' RAISED BUFFER
3 ' RAISED BUFFER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
5' CYCLIST LANE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
5' CYCLIST LANE
9 ' GREENSPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
47'
90' R.O.W.
30' MAX


COLLECTOR STREET OPTION 3
1.5' CURB & GUTTER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
9 ' GREENSPACE
12' MILTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESM'T
31' F.C.
80' R.O.W.
30' MAX

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is not consistent with the Adopted Land Use Plan. Residential single-family zones are not included in the high intensity growth sector. The current zone is not consistent with the Land Use Plan either.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential zoning.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot be utilized as a residential subdivision.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "AG-1", agricultural district. The applicant is applying for a rezoning to allow a residential subdivision at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:

RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-11; a request to rezone property "AG-1", agricultural district, to "RS-7", single-family residential district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 25-11 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "AG-1", agricultural district, to "RS-7", single-family residential district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

****

MAPC RECORD OF PROCEEDINGS: PUBLIC HEARING HELD ON JUNE 24, 2025

****

RZ-25-11 Rezoning: Kathleen Street and Pacific Road

Fisher Arnold is seeking a rezoning on behalf of Phillips Family Investments LLC for 13.86 acres located at Kathleen Street and Pacific Road. The current zoning is AG-1, agricultural district and the requested zoning is RS-7, single family residential district.

Lonnie Roberts (Chair): Do we have the proponent for this item?

Garrett Dunham (Proponent): Garrett Dunham with Fisher Arnold, on behalf of Phillips Family Investments. This land was purchased in order to provide a second egress to the subdivision just to the east. So, we are rezoning it just so we can incorporate that into the larger plan. It'll be phase two of the subdivision that was previously submitted and approved at the previous meeting.

Lonnie Roberts: City Planner, staff comments on this one?

Derrel Smith: Yes, sir. We would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay so with this rezoning request, is there anyone here to give public input? Or is there anyone with questions? If not, I'll open up for commissioners, any questions or comments?

COMMISSION ACTION:
Mr. Dennis Zolper made a motion to approve Case RZ: 25-11, as submitted, to the City Council with the stipulations that were read by the Planning Department:
1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, reviewed, and approved by the planning department, prior to any redevelopment of the property.
3. Any change of use shall be subject to planning department approval in the future.
The motion was seconded by Jimmy Cooper.

Roll Call Vote:
Aye: 7 – Dennis Zolper, Jimmy Cooper, Monroe Pointer, Jeff Steiling, Kevin Bailey, Paul Ford, & Jim Little

Nay: 0
****

OFFICIAL RECEIPT

Receipt Date 06/26/2025 09:27 AM
Receipt Print Date 06/26/2025

Receipt # 00263330
Batch # 00126.06.2025

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	243.10
Detail:	
01-000-0150-00	
Proof of Publication	243.10
Total	243.10

Payment Information:

Credit Car 8130	243.10
Change	0.00

Garrett Dunnam
Customer #: 000000

,

Cashier: ALCooksey
Station: ALCOOKSEY

Text File

File Number: ORD-25:019

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE FOR A PRIVATE CLUB PERMIT FOR SHJ HOLDINGS DBA THE DEN-ZONE OF JONESBORO

WHEREAS SHJ Holdings, Inc., DBA THE DEN-ZONE of Jonesboro has applied for a private club permit to be located at 2605 A Street, Jonesboro, AR 72401: and

WHEREAS SHJ Holdings, Inc., desires to receive approval for a private club to be located at 2605 A Street, Jonesboro, AR 72401: and

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

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

SHJ Holdings, Inc., DBA, THE DEN-ZONE of Jonesboro's application for a private club permit is approved and SHJ Holdings shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license to be located at 2605 A Street, Jonesboro, AR 72401.

City of Jonesboro
Private Club Review and Conditions Form

Date 5-27-2025 Non-Profit Corp. SHJ Holdings, Inc
d/b/a: The Den Zone

Address 2008 Durango Cv. Jonesboro

Applicant on Behalf of Club Jerry Lee Rapert

Home Address 2008 Durango Cv.

Business Name The Den Zone

Business Address 2605 A Street Jonesboro

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes X No ____
Has any member been convicted of a felony? Yes ____ No X
If yes, How many years since conviction? ____
Has Non-Profit complied with City of Jonesboro laws? Yes X No ____

Comments: ____

Approve? Yes X No ____ Signature Chief of Police Rick Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel ____
Hours of Operation? ____
Copy of menu for food service? Yes X No ____
Zoning R-1

Approve? Yes X No ____ Signature Planning Director ____

City Clerk:

Date received ____
Date entered in Legistar ____

City Council Action

Approve ____ Deny ____

APPLICATION FOR PRIVATE CLUB PERMIT

MUST BE NON-PROFIT CORPORATION

On file at Arkansas Secretary of State's Office

INSTRUCTIONS

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
   NOTE: FORMS MUST BE NOTARIZED.

   APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).

2. Application fee is $250 and must be submitted with this application.

3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.

4. The following additional materials must be submitted with your application:

   a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member.

   b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas 72401

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **Rapert** First: **Jerry** Middle: **Lee**

Date of Birth: [redacted] Sex: [redacted] Race: [redacted]

Social Security Number: [redacted] *(not verified, supplied at time of request)*

Home/Mailing Address: **5517 Pacifie Rd Jonesboro, AR 72401**

State of Arkansas
TB
Arkansas State Police

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC004448754**

Date: **12/12/2024** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Tiffany Brown On Behalf of Alcoholic Beverage Control**

Representing: **Alcoholic Beverage Control**

Mailing Address: **101 E 7th St Ste 204 Little Rock, AR 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

SHJ Holdings, Inc dba The Den-Zone
Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF CLUB: Jerry (First) Lee (Middle) Rapert (Last)

HOME ADDRESS: 2008 Durango Cove (Street) Jonesboro (City) 72404 (Zip) Craighead (County)

BUSINESS NAME: The Den-Zone

BUSINESS ADDRESS: 2605 A Street (Street) Jonesboro (City) 72401 (Zip) Craighead (County)

Does the club own the premises? No If leased, give name and address of owner:
Arkansas State University, PO Box 600, State University, 72467

Is your establishment primarily engaged in the business of serving food for consumption on the premises? Yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered. Private Club Restaurant

Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Jerry Lee Rapert	President	2208 Durango Cove Jonesboro, AR 72404
Jeb Wilton Rapert	Vice-President	2500 Revis Dr. Jonesboro, AR 72401
Robin Quick	Sec/Treasurer	5517 Pacific Rd, Jonesboro, AR 72401

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? ***YES*** ***(NO)*** ***If yes, please explain -***

Signed this 8 day of May, 2025.

Jerry Rapert
Signature of Applicant/Managing Agent

President
Official Title

Subscribed and sworn to before me this 8 day of May, 2025.

Notary Public

My Commission Expires: 10-26-2028

ANDREA D MCGOWAN
NOTARY PUBLIC -STATE OF ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES 10-26-2028
COMMISSION # 12705830

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Jerry Lee Rapert Se [redacted] Date of Bi [redacted]

2. Home Address 2008 Durango Cove, Jonesboro 72404 Phone No (870) 838-4251
   Street City Zip

3. Are you a person of good moral character and reputation in your community? Yes

4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
   Social Security No. [redacted] Green Card No. _____

5. Are you a resident of Craighead county? Yes
   If not, do you live within 35 miles of the premises to be permitted? Yes

6. Have you ever been convicted of a felony? **YES** _____ **NO** ✓ If so, give full information
   _____
   _____

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES (NO) If so, give full information. _____
   _____

8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** ✓ If so, give full information _____
   _____

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? No If so, give name, place, and permit number(s)
   _____

10. Have you applied and been refused a permit at the applied for location within the last 12 months? No
    If so, give full information _____
    _____

11. Marital Status: Single ✓ Married ( ) Divorced ( ) Separated ( ) Other ( )

12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Daughter	Abigail Grace Rapert	111 17th Ave. South Nashville, TN 37203	Pharmacy Student
Son	Jeb Wilton Rapert	2500 Davis Dr. Jonesboro 72401	Real Estate
Son	Jude Edward Rapert	2500 Davis Dr. Jonesboro 72401	Student

(a) Are any of the above to be connected with the operation of the outlet? Yes

(b) If so, who and in what capacity? Jeb Rapert, Management

13. Give your home address (city or town) and dates at each for the past five (5) years:

907 Lakecrest Dr., Jonesboro, AR 72404 1/2016 - 7/2023
500 Fairway Cir., Springdale, AR 72764 8/2023 - 2/2024
5517 Rucklid., Jonesboro, AR 72401 2/2024 - 5/2024
2008 Durango Cove, Jonesboro, AR 72401 5/24 - Present

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Self-Employed	The Pill Peddler Pharmacy 1740 S. Hwy 61 Dyess, AR	7/2011 - 5/2023
Self Employed	ONQ Real Estate & Property Mgmt. 1200 Falls St. Jonesboro AR	1/2017 - Current

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Jerry Rapert
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

_____, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 8 day of May, 2025.

Notary Public

My Commission Expires: 10-26-2028.

ANDREA D MCGOWAN
NOTARY PUBLIC -STATE OF ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES 10-26-2028
COMMISSION # 12705830

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : A

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Jerry Lee Rapert

Jerry Lee Rapert
Signature / Full Name

5/8/25
Date

2008 Durango Cove
Home Address

Jonesboro AR 72404
City State Zip

1200 Falls Street
Mailing Address

Jonesboro AR 72401
City State Zip

(870)-838-4251 (870) 520-6468
Contact Phone Business Phone

jrapert@nqproperties.com
Email Address

Subscribed and sworn to before me this 8 day of May, 2025.

Notary Public

My Commission Expires: 10-26-2028.

ANDREA D MCGOWAN
NOTARY PUBLIC -STATE OF ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES 10-26-2028
COMMISSION # 12705830

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : P

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Jeb Rapert

Signature – Full Name

03/18/2025
Date

2500 Davis Drive
Home Address

Jonesboro AR 72401
City State Zip

2500 Davis Drive
Mailing Address

Jonesboro AR 72401
City State Zip

870-549-0882
Contact Phone Business Phone

jebrapert@me.com
Email Address

Subscribed and sworn to before me this 18 day of March, 2025.

Notary Public

My Commission Expires: Nov. 02, 2030 :

REBEL DAWN NICHOLS
Notary Public - Arkansas
Mississippi County
Commission # 12379258
My Commission Expires Nov 2, 2030

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : A

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Robin Quick

Robin Lynn Quick
Signature – Full Name

03-18-2025
Date

5517 PACIFIC RD.
Home Address

JONESBORO AR 72401
City State Zip

5517 PACIFIC RD
Mailing Address

JONESBORO AR 72401
City State Zip

501-499-1526 870-520-6468
Contact Phone Business Phone

RQUICK@ONQPROPERTIES.com
Email Address

Subscribed and sworn to before me this 18 day of March, 2025.

Rebel Dawn Nichols
Notary Public

My Commission Expires: Nov. 02, 2030

REBEL DAWN NICHOLS
Notary Public - Arkansas
Mississippi County
Commission # 12379258
My Commission Expires Nov 2, 2030

SHJ Holdings, Inc. dba THE DEN-ZONE of Jonesboro is a non- profit private club and exists for the purpose of common recreational, social, community hospitality and benevolent purposes including but not limited to supporting 501(C) (3) entities and conducting charitable activities in and around Jonesboro, Craighead County, Arkansas.

SHJ Holdings will support the Arkansas State University Red Wolves Foundation and the Arkansas State University System Foundation. **The non-profit will focus support on these and other charities associated with Arkansas State University.**

The private club will benefit these and other entities both financially and with in-kind food donations. The private club will serve food and provide dining for its members and guests. On occasion live music and dancing will be provided for members and guests.

NAME	ADDRESS	CITY	STATE
ABERNATHY, JENNIFER	250 CR 7953	JONESBORO	AR
AKIN, JANET	275 CR 111	BONO	AR
ANDERSON, TREVOR	3311 KINGSBURY ST	JONESBORO	AR
ANDREWS, CAREY	585 CR 354	WYNNE	AR
BARRETT, MARLANA	207 S. HOLMAN APT. 1	BROOKLAND	AR
BLACKBURN, RYAN	802 E. LAKESHORE DR	JONESBORO	AR
BRADSHER, ZACHARY	2026 LIONHEART LN	JONESBORO	AR
BRANNON, DEWIGHT	51 CR 7940	JONESBORO	AR
BRIGANCE, JOSEPH MATHEW	83 S. JEFFERSON	WILSON	AR
BROWN, HEATH	222 CRAIGHEAD RD 7612	BROOKLAND	AR
BROWN, JIMMY	54 JACKSON	WILSON	AR
CALDWELL, MITCHELL	4808 LONOKE LANE	JONESBORO	AR
CALDWELL, ROB	4712 IVERNESS RUN DR	JONESBORO	AR
CHAMBERLAIN, KRISTEN & BEAU	1035 CR 111	BONO	AR
CLARK, BILL	3619 VICKIE DR	JONESBORO	AR
CREECY, JOHNNY JEFF	1951 W.CR 1116	JOINER	AR
COCHRAN, JIM	3816 RIVIERA DR	JONESBORO	AR
COX, JOEL	1004 CARROLL RD	PARAGOULD	AR
CULLEN, TODD	2503 RIDGEPOINTE DR	JONESBORO	AR
DAVIS, SUSAN	1220 LAVETTE	TRUMANN	AR
DEAREN, EASON	3670 CR 745	JONESBORO	AR
DIORIO, ANTHONY	304 E. STROUD	JONESBORO	AR
ELDER, MATHEW	2224 W.CR 1020	JOINER	AR
FELTS, MICKEY	3607 OAKVIEW DR	JONESBORO	AR
FESMIRE, LEE	295 RIVER TRACE DR	MARION	AR
FINLEY, BILLY	115 HUNTCLIFF	JONESBORO	AR
FINLEY, JUDD & KELLY	3231 STRAWFLOOR DR	JONESBORO	AR
FISCHBACHER, ANGIE	200 DUNWOODY	JONESBORO	AR
FITE, CHAD	19743 HWY 158	HARRISBURG	AR
FLIPPO, JOHN	320 COLCHESTER DR	JONESBORO	AR
FRENCH, BRIAN	17 CR 201	JONESBORO	AR
GANN, DAVID	4021 SAGE MEADOWS	JONESBORO	AR
GARTMAN, ZACH	605 WEST LAWSON RD	JONESBORO	AR
GERA, PRATEEK	3524 LAKEPPOINTE	JONESBORO	AR
HALSELL, JERRY	264 TWIN LAKE DR	PARAGOULD	AR
HAMILTON, LEAH	4308 CLUBHOUSE DR	JONESBORO	AR
HAMLETT, KEITH	101 HOLMES RD APT. 5	JONESBORO	AR
HATTENHAUER, JONATHAN	105 N. CARRUTHERS ST	MONETTE	AR
HAWKINS, NOAH	201 HUNTCLIFF DR	JONESBORO	AR
HAWKINS, AMBER	2011 WESTBROOK	JONESBORO	AR
HERINGER, AL	2404 RIDGEPOINTE DR	JONESBORO	AR
HOLT, RANCE & AMY	5617 HALLOW CREEK LN	JONESBORO	AR
HUNDLEY, DANIEL	3113 E. NETTLETON	JONESBORO	AR

HUNTER, THOMAS SCOTT	924 FAIRWAY COVE	JONESBORO	AR
JAMES, DAVID & JAIME	3821 PEBBLE BEACH	JONESBORO	AR
JOHNSTON, JEFF	434 DANNER COVE	MARION	AR
JONES, JACK	2414 RIDGEPOINTE DR	JONESBORO	AR
JONES, JEREMY	6001 FREDERRICKS DR	JONESBORO	AR
KENNEMORE, CHARLES, R III	128 BRIARCREST ST	BLYTHEVILLE	AR
LAGOMARCINO, CANDY	1003 EBBERT DR	JONESBORO	AR
LEGGETT, RUSSELL	337 BEVILL AVE	BLYTHEVILLE	AR
LUTES, CHRIS	1100 ROBIN RD	JONESBORO	AR
MCGLAUGHLIN, MIKE	1912 DURANGO CV	JONESBORO	AR
MCPHEARSON, CALLIE	34 GREENE RD 626	PARAGOULD	AR
MEARS, TRAVIS	802 SHERWOOD OAKS CV	JONESBORO	AR
MINTON, ANTHONY	2313 SEA ISLAND DR	JONESBORO	AR
MINTON, NOAH	2313 SEA ISLAND DR	JONESBORO	AR
MITCHELL, CHUCK & TINA	3807 SAWGRASS DR	JONESBORO	AR
MOERY, PETE	123 AARON DR	WYNNE	AR
MONTGOMERY, KALEB & JEESICA	299 GREENE 719 RD	PARAGOULD	AR
MULLINS, LESLIE	5302 SOUTHWEST DR	JONESBORO	AR
NEILL, CHAD	4200 FRIENDLY HOPE RD	JONESBORO	AR
NICHOLS, BRIAN	26503 SULLIVAN RD	TRUMANN	AR
NICHOLS, REBEL	517 WEST JOHNSON	OSCEOLA	AR
OAKES, DAVID	297 CHIPMAN LN	MANILA	AR
OSMENT, RAY	1101 ROBIN RD	JONESBORO	AR
PARKER, BILLY	1007 VILLA DR	JONESBORO	AR
PERRY, KELLY	15 CR 7822	JONESBORO	AR
PERSON, BARRETT	2237 MASTERS DR	JONESBORO	AR
PRICE, TUCKER	4800 RESERVE BLVD APT. D	JONESBORO	AR
PURYEAR, CHRIS	1716 MURRY CREEK DR	JONESBORO	AR
RAPERT, ABIGAIL	2500 DAVIS DR	JONESBORO	AR
RAPERT,JEB	3071 W. CR 538	MANILA	AR
RAPERT, JERRY	1200 FALLS STREET	JONESBORO	AR
REES, MARK	3808 WOLFCHASE	JONESBORO	AR
RHODES, TODD	2110 GREENWOOD ST	JONESBORO	AR
ROBIN QUICK	5517 PACIFIC DR	JONESBORO	AR
ROGERS, BLAKE & SHANDA	3508 CEDARCREEK CV	JONESBORO	AR
ROME, SCOTT & TIFFANY	5227 PROVIDENCE CR	JONESBORO	AR
ROSS, BILL	4505 CLUBHOUSE DR	JONESBORO	AR
SHACKLEFORD, LANCE	3100 BARRINGTON CR	JONESBORO	AR
SHINALL, MISTY	4705 ANTOSH CR	JONESBORO	AR
SHULTE, BETH	1004 LAYMAN DR	JONESBORO	AR
SISK, LANCE	2200 PETERSON RD	WYNNE	AR
SKOOG, B'JORN	126 NORTH 7TH ST	PARAGOULD	AR
SMITH, BRIAN	512 MELTON CR	JONESBORO	AR
SMITH, CARMEN	3814 PEBBLE BEACH	JONESBORO	AR

SPENCER, HIDDA	3860 BRIDLEWOOD DR	JONESBORO	AR
STANLEY, BILL	1110 ROBIN RD	JONESBORO	AR
STARKES, TIM	3121 SOUTHERN HILLS LN	JONESBORO	AR
TAYLOR, JACKSON	3709 RIVEIERA DR	JONESBORO	AR
TAYLOR, SHANE & STEPHANIE	3709 RIVEIERA DR	JONESBORO	AR
TRICARICO, STEVE	1300 TERRACE CT	JONESBORO	AR
TURLEY, AARON	4201 LOCHMOOR COVE	JONESBORO	AR
MIKE TURLEY	4206 ROYAL OAK COVE	JONESBORO	AR
WEBB, MIKE	1108 OAK MEADOW BLVD	JONESBORO	AR
WHEELER, SONGA	223 SOUTH MAIN APT. C	JONESBORO	AR
WILLETT, JASON	1804 STARLING	JONESBORO	AR
WILLIE, MATT	2212 QUARRY CV	JONESBORO	AR
WINTERS, NASH	4310 MAKALA LN	JONESBORO	AR
WOODARD, RANDY	1209 E. COUNTRY CLUB RD	JONESBORO	AR

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
SHJ Holdings, INC., dba THE DEN-ZONE of
Jonesboro, Arkansas

I, the undersigned, under and pursuant to the provisions of the laws of the State of Arkansas, **on March 19th, 2025,** at a meeting duly called by the Members and the Board of Directors of SHJ Holdings Inc. and the Members and the Board voted to unanimously waive any and all notice requirements and voted unanimously to amend and restate the Articles of Incorporation in their entirety as follows:

FIRST: The name of this Corporation shall be SHJ Holdings, INC., dba, THE DEN-ZONE of Jonesboro, Arkansas.

SECOND: This Corporation is a mutual benefit corporation.

THIRD: The period of existence of this Corporation shall be perpetual.

FOURTH: The Corporation will have on (1) class of members and a nominal membership fee may be charged if desired by the Board of Directors.

FIFTH: This Corporation is organized as a nonprofit corporation and exists for the purpose of common recreational, social, community hospitality and benevolent purposes, including but not limited to supporting 501(c)(3) entities and charitable activities in Craighead County, Arkansas and conducting all activities related thereto not otherwise prohibited by law.

SIXTH: The Corporation shall have and exercise all powers, privileges and rights conferred on corporations by the laws of the State of Arkansas and all powers and rights incidental to carrying out the purposes for which this Corporation is formed, except such as are inconsistent with the express provisions of the Act under which this Corporation is incorporated, and the enumeration of the foregoing purposes shall not be held to limit or restrict in any manner the general powers conferred on this Corporation by the laws of the State of Arkansas.

SEVENTH: The Corporation shall not have, or issue shares of stock and no dividends shall be paid, and no part of the income of the Corporation shall be distributed to its members, directors, or officers. The Corporation may pay reasonable compensation to its directors and officers. The Corporation may make reimbursement to its members, directors, officers, and employees for expenses incurred in attending to their authorized duties. All such expenses shall be evidenced by receipt or other proper documentation.

EIGHTH: Upon dissolution of the Corporation the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all assets exclusively and consistently with the purposes set forth in Paragraph FIFTH.

NINTH: The principal office or place of business of this Corporation shall be located at 2605 A Street, Jonesboro, AR 72401.

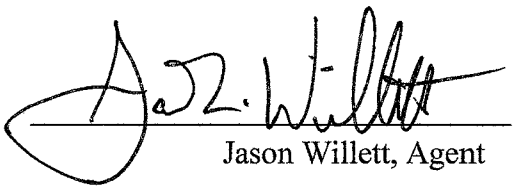
TENTH: The name and address of the registered agent of this Corporation is Jerry Rapert, 5517 Pacific Road, Jonesboro, Arkansas 72401.

ELEVENTH: The Board of Directors shall conduct the business of the Corporation. The number of the directors of the Corporation shall be not less than three (3) no more than five (5). Their terms of office shall be one (1) year. The Board of Directors shall have the direction of the affairs of this Corporation.

TWELFTH: The names and addresses of all the original incorporators and initial directors were set forth in the original Articles filed on the 27th of February 2018.

THIRTEENTH: The members and the Board of Directors of this Corporation may amend these articles. Unless notice is waived, the Corporation shall provide seven (7) days written notice of any meeting of the members and the Board of Directors at which an amendment is to be voted upon. The notice must state that a purpose of the meeting is to consider a proposed amendment to the Articles, and the notice must contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. The amendment must be approved by the required members and directors in office at the time the amendment is adopted.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation on this 19th day of March 2025.



Jason Willett, Agent

BYLAWS
OF
SHJ Holdings, INC., dba THE DEN-ZONE of Jonesboro, Arkansas

ARTICLE I. OFFICES

The principal office of Corporation in the State of Arkansas shall be located at 2605 A Street in the City of Jonesboro, County of Craighead. The Corporation may have such other offices, within the State of Arkansas, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II. MEMBERS

SECTION 1. Number and Qualifications. The Corporation shall have one class of Members. Additional Members may be approved by any representative of the Corporation designated by the Board of Directors to do so.

SECTION 2. Annual Meeting. An annual meeting of the Members shall be held in March of each year. If the day is a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. The purpose of the meeting shall be for the Members to elect Directors and for the transaction of such other business as may be necessary from time to time. If the election of Directors shall not be held on the day designated for any such meeting, or at any adjournment thereof, the Members shall cause the election of Directors to be held at a special meeting of the Members as soon thereafter as convenient. There shall be a minimum of one (1) regular meeting of the Members each year.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The affairs, activities and operation of the Corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of Directors of the Corporation shall be not less than three (3) nor more than (5). The Directors shall be elected by the members of the Corporation at its annual meeting. Each Director shall hold office for a term of one (1) year.

SECTION 3. Regular Meetings. An annual meeting of the Board of Directors shall be held in November of each year, for the purpose of electing officers and for the transaction of

such other business as may come before the meeting. If the election of officers shall not be held on the day designated herein for any such meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Directors as soon thereafter as conveniently may be. The time and place of additional regular meetings may be fixed by resolution of the Board. If the day fixed for a regular meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. There shall be a minimum of one (1) regular meeting of Board of Directors each year.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any Director or the President. The person or persons authorized to call special meetings of the Board of such person or persons.

SECTION 5. Notice. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by facsimile transmission. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by facsimile transmission, such notice shall be deemed to be delivered upon transmission. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority number of Directors specified in Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 7. Manner of Acting. The affirmative vote of a majority of the Directors present at a meeting when a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. Any action taken under this Section 8 shall be effective when the last Director has signed the consent, unless the consent specifies a different effective date, which effective date shall control. A consent delivered by facsimile transmission shall constitute

a valid signed consent. A consent signed under this Section 8 has the effect of a meeting vote and may be described as such in any document.

SECTION 9. Telephonic and Zoom Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board of committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear or see each other and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

SECTION 10. Removal of Directors. A Director may be removed with or without cause by the vote of a majority of the Directors present at a meeting which is called for the purpose of removing a Director and for which the meeting notice states that the purpose or one of the purposes of the meeting is removal of a Director.

SECTION 11. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office or until the selection, nomination, and confirmation of a successor Director in accordance with Article III, Section 2, whichever occurs first. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election by the Directors.

ARTICLE IV. OFFICERS

SECTION 1. Number. The officers of the Corporation may be President, a Vice-President, and a Secretary - Treasurer, each of whom shall be elected by the Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Directors at the annual meeting of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until the officer's death, resignation, or removal in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President may be a Director and shall be the principal executive officer of the Corporation, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Corporation. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer of agent of the Corporation, or shall be required by law to be otherwise signed or executed, and the President shall in general perform all duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice-President. In the absence of the President or in event of his death, inability, or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Directors and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (C) provide a report on the financial condition of the corporation at the annual meeting of the Directors and at such other times as may be requested by the Board of Directors; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

ARTICLE V. COMMITTEES

SECTION 1. Establishment. The Board of Directors from time to time may establish, instruct, and discharge one or more committees of the board. A committee may be established either as a standing committee or as an ad hoc committee for a special purpose. Each committee established by the Board of Directors shall consist of one or more Directors each of whom shall serve at the pleasure of the Board of Directors. The creation of each committee and the appointment of members shall be approved by the Board of Directors acting in any manner permitted under Article III of these Bylaws.

SECTION 2. Powers. The board of Directors may delegate such of its powers as it deems necessary to such committees as it may from time to time establish; provided, however, that a committee of the Board may not (i) authorize distributions; (ii) approve the dissolution, merger or the sale, pledge or transfer of all or substantially all of the Corporations assets; or (iv) adopt, amend or repeal the articles or bylaws. Any committee may exercise such of the Board's authority as the committee is granted by the Board of Directors, subject to the restriction contained in the Articles of Incorporation or these bylaws.

SECTION 3. Meetings and Action. The provisions of Article III of these Bylaws shall apply to govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of each committee and its members. Pursuant to those provisions, the chair of each committee shall fix the time and place of its meetings, shall provide for the recording of minutes of committee meetings, and shall promptly report the committee's actions and recommendations to the Board of Directors. If the committee chair is unable or otherwise fails to perform those duties, the Chairman of the Board of Directors may take such actions as are necessary to ensure that the committee's responsibilities are fulfilled, including without limitation the replacement of the committee chair.

SECTION 4. Executive Committee. There shall be a standing committee to be known as the Executive Committee. The members of the committee shall consist of the President of the Corporation and other members appointed by the Board of Directors of the Corporation. The Executive Committee may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation as allowed under the Arkansas Nonprofit Corporation Act of 1993. The Executive Committee shall maintain regular minutes of their proceedings and report the same to the Board of Directors at each regular meeting of the Board.

ARTICLE VI. INDEMIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. Mandatory Indemnification. In accordance with Ark. Code Ann. §§ 4-33-852 and 4-33-856, the Corporation shall indemnify any Director or officer and his or her estate or personal representative who is successful, on the merits or otherwise, in the defense of any proceeding to which the Director or officer is a party by virtue of his or her status as a Director or officer of the Corporation.

SECTION 2. Permissible Indemnification. Pursuant to A.C.A. § 4-33-851, and except as provided in Section 3 below, the Corporation may indemnify a Director or officer made a party to a proceeding by virtue of his or her status as a Director or officer, against liability incurred in the proceeding if the following conditions are met: (1) the Director of officer conducted himself or herself in good faith; (2) with respect to conduct in his or her official capacity, the Director or officer had reason to believe that his or her conduct was in the best interests of the corporation; and (3) in cases of conduct not in his or her official capacity, the Director or officer had reason to believe that his or her conduct was at least not opposed to the best interests of the Corporation.

SECTION 3. Prohibition of Indemnification in Certain Cases. The Corporation shall not indemnify a Director or officer in connection with any proceeding by or in the right of the Corporation in which the Director or officer was adjudged liable to the Corporation, or in connection with any other proceeding charging improper personal benefit to the Director or officer, whether or not involving action in his or her official capacity, in which the Director or officer was adjudged liable on the basis that personal benefit was improperly received by the Director or officer.

SECTION 4. Procedure for Authorizing Indemnification of Directors. Before the Corporation may indemnify any Director pursuant to Section 2 above, a determination must be made that indemnification of a Director is permissible because the Director has met the standards of conduct set forth in Section 2 of this Article. The Board of Directors shall make that determination by a majority vote of a quorum consisting of Directors who are not at the time parties to the proceeding; provided, however, that if such a quorum cannot be obtained, then the determination shall be made either by a committee designated by the Board of Directors or by special legal counsel in accordance with A.C.A.§ 4-33-855(b)(2) and (3). Furthermore, the Corporation may not indemnify a director until twenty (20) days after the effective date of the written notice of the proposed indemnification to the Attorney General of the State of Arkansas. The Corporation may pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding in advance of final disposition of the proceeding upon

authorization made in accordance with A.C.A. § 4-33-855 and upon satisfaction of all the conditions prescribed in § 4-33-853.

SECTION 5. Insurance. The Corporation may purchase and maintain insurance on behalf of its Directors and officers to insure against liabilities asserted against or incurred by the Corporation's Directors and officers in that capacity or arising from their status as Directors and officers, whether or not the Corporation would have the power to indemnify them against the same liability under the preceding sections of this Article.

SECTION 6. Definitions. The following definitions apply to the indemnification provisions of this Article:

(a) Proceeding. "Proceeding" means any threatened, pending or completed civil action, suit or proceeding, whether judicial, administrative, or investigative, and whether formal or informal.

(b) Liability. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.

(c) Expenses. Indemnification against expenses which is mandated or permitted under this Article is limited to reasonable expenses, including attorneys' fees, incurred in connection with a proceeding.

(d) Ark. Code Ann. All citations in these Bylaws to "Ark. Code Ann." Or to "A.C.A." shall refer to the Arkansas Code of 1987 Annotated, as amended from time by the Arkansas Legislature.

ARTICLE VII. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be made by the Corporation to its Directors or officers. Any Directors who vote for or assent to the making of a loan to a Director or officer, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Corporation for such loan until repayment thereof in accordance with the provisions of the Arkansas Nonprofit Corporation Act of 1993. No loans shall be contracted on behalf of the

Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent, or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VIII. FISCAL YEAR

The fiscal year of the Corporation shall begin January 1 each year and end on December 31 of each year.

ARTICLE IX. DIVIDENDS PROHIBITED

The Corporation shall not have or issue shares of stock, and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors, officers of members. The Corporation may pay compensation in a reasonable amount to its Directors, officers or members for services rendered, and may reimburse its Directors, officers, members, and employees for expenses incurred in attending to their authorized duties; provided, however, that such expenses shall be evidenced by receipt or other proper document.

ARTICLE X. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that unless the amendments are unanimously adopted by action without a meeting pursuant to Section 8 of Article III hereof or unless notice is waived, the Corporation shall provide seven (7) days written notice to the Directors that the amendment will be voted upon at the meeting, and the notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment of the Bylaws, and the notice shall also contain or be accompanied by a copy or a summary of the amendment or state the general nature of the amendment. Any amendment must be approved by a majority of the Directors in office at the time the amendment is adopted and as otherwise required by statute.

CERTIFICATE

We, the undersigned, hereby state and certify that the foregoing is a true, correct, and conformed copy of the Bylaws of SHJ Holdings, INC., dba THE DEN-ZONE of Jonesboro, Arkansas duly adopted by the Board of Directors of said organization on the **19th day of March 2025,** and that the same have not been altered, modified, amended, or repealed in any respect and remain in full force and effect on this date.

Jerry Rapert, President

Jeb Rapert, Vice President

Robin Quick, Secretary/Treasurer

Details

For service of process contact the Secretary of State's office.

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service click here.

Corporation Name
SHJ HOLDINGS

Fictitious Names
CURRY LEAF INDIAN CUISINE

Filing #
811159454

Filing Type
Nonprofit Corporation

Filed Under Act
Dom Nonprofit Corp; 1147 of 1993

Status
Good Standing

Principal Address
2110 FAIRPARK BLVD., SUITE A JONESBORO, AR 72401

Reg. Agent
JASON WILLETT

Agent Address
1804 STARLING JONESBORO, AR 72401

Date Filed
02/27/2018

Officers
SCOTT HUNTER JR, Incorporator/Organizer
RUCHIK PATEL, Director
JERRY RAPERT, Director
RONITH PATEL, Director
JASON WILLETT, Director
SURESH PATEL, Director

STATE OF ARKANSAS

SECRETARY OF STATE

Cole Jester
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Cole Jester, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Application for Fictitious Name

of

THE DEN-ZONE

for

SHJ HOLDINGS

filed in this office
March 14, 2025

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 14th day of March 2025.

Cole Jester
Secretary of State

Online Certificate Authorization Code: 83791567e58afd2419f
To verify the Authorization Code, visit sos.arkansas.gov

SEAL OF THE SECRETARY OF STATE ARKANSAS

FILED - Arkansas Secretary of State - Cole Jester - Doc#: 19302850001 - Filing#: 811159454 - Filed On: 3/14/2025 - Page(s): 1

App. for Fictitious Name for Domestic Nonprofit

Filing Information	
Entity File Number:	811159454
Alt Entity Type:	DomNonProfitNewCode
Entity Name:	SHJ HOLDINGS
Fictitious Name:	THE DEN-ZONE
File Date:	2025-03-14 11:31:35
Alt Tax Type:	NonProfitCorporation
Filing Signature:	JASON WILLETT

The character of the business being, or to be conducted under such fictitious name:
Restaurant private club

Principal	
First Name:	JERRY
Middle Name:	
Last Name:	RAPERT
Address 1:	2605 A STREET
City:	JONESBORO
State:	AR
Zip:	72401
Country:	USA
Phone Number:	870-838-4251
Email Address:	JRAPERT@ONQPROPERTIES.COM

SHJ Holdings, INC.

ANNUAL MEETING MINUTES

The following is an account of the minutes taken at the annual meeting held at 5:00 pm, March 18th, 2025, at 1804 Starling, Jonesboro, Arkansas.

1. Members decided to remove Ronith Patel, President; Ruchik Patel, Vice-President; and Suresh Patel, Secretary - Treasurer and elect, and replace with Jerry Rapert, President; Jeb Rapert, Vice-President; Robin Quick, Secretary-Treasurer; and have Jerry Rapert serve as applicant on a private club license to the ABC.

   A motion was made by Ronith Patel to elect new officers and have Mr. Rapert apply as permittee. It was seconded by Suresh Patel and passed unanimously.

2. **Attendees**

   The following members of SHJ Holdings, Inc. were present:

   Ronith Patel, President
   Ruchik Patel, Vice-President
   Suresh Patel, Secretary- Treasurer

3. **Purpose of Meeting**

   This meeting was held to:

   Remove and replace current officers. Approve Jerry Rapert as an applicant on a private club license to the ABC.

   Make a decision regarding the future of SHJ Holdings, Inc. of Jonesboro, Arkansas and make application for a private club permit to be located at 2605 A Street, Jonesboro, AR., 72401, Craighead County, Arkansas.

4. **Approval of Agenda**

   The agenda was unanimously approved as distributed.

   a. **Review and Approval of Last Meeting's Minutes**

      A motion was made by Suresh Patel to approve previous minutes as read and was seconded by Ronith Patel. Motion passed unanimously.

5. Announcement

None

6. Topics of discussion

a. Topics and Conclusions

b. Topic #1: Make a decision regarding the future of SHJ Holdings, Inc.

Upon discussing this topic, the following conclusions were made:

Members of the board concluded that SHJ Holdings, INC. is to apply for a private club license to be located at 2605 A Street, Jonesboro, AR., 72401

A motion was made by Ruchik Patel to have SHJ Holdings, Inc. make an application for a private club permit dba The DEN-ZONE. The motion was seconded by Suresh Patel and the motion passed with unanimous approval.

7. Key Decisions

Based on the above conclusions the following decisions were made:

a. The decision was made to move forward with SHJ Holdings, Inc.'s application for a private club license dba THE DEN-ZONE.

8. Actions to Be Taken

It has been unanimously decided to take the following actions:

Proper private club license application documents shall be completed by the board of directors.

9. Adjournment

The meeting was adjourned at 5:30pm by Ronith Patel.

Ronith Patel

Ronith Patel, PRESIDENT

LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

THIS AGREEMENT made in multiple copies and entered between **Arkansas State University, PO Box 600, State University, Arkansas, 72467** herein designated as Landlord, and **SHJ Holdings, Inc dba THE DEN-ZONE of Jonesboro, Arkansas, 2605 A Street, Jonesboro, Arkansas, 72401** herein designated as Tenant.

WTTNESSETH: That Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions herein after stated does hereby lease, demise, and let unto Tenant the following described space:

Approximately 2500 square feet referred to as SHJ Holdings, INC. dba THE DENZONE of Jonesboro, Arkansas, 2605 A Street, Jonesboro, AR., 72401 (herein after referred to as the "demised premises").

The said building referred to as the "Building."

TO HAVE AND **TO HOLD** the same for a term of 60 months.

Commencing on May 1, 2025, and ending on May 1, 2030.

By occupying the demised premises, the Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with the Landlord's covenants and obligations hereunder. If this lease is executed before the demised premises become vacant, or if any present tenant or occupant of the premises holds over, and Property Owner cannot acquire possession of the demised premises prior to the date above recited as the commencement date of this lease. Property owner shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the demised premises at such time as Property Owner is able to tender the same, Property Owner hereby waives payment of rent covering any period prior to the tendering of possession to Tenant hereunder.

1. **RENT.** In consideration of this lease. Tenant promises and agrees to pay Property Owner rent for said premises at the rates as follows:

Year one: $2,500.00 monthly, $30,000.00 per year.

Years two through five: $30,000.00 per year.

One such monthly installment together with a security deposit equal to $2,500.00 shall be payable by Tenant to Landlord in advance, without demand, upon Tenant's Execution of his lease, and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof. Rent for any fractional month at the beginning or end of the lease term shall be prorated daily. All rent is due in the office of Property Owner on or before the first day of each month. If any installment of rent is not received by Property Owner by the fifth (5th) day of the month. Tenant agrees to pay Property Owner in additional rent, a late charge of $15.00 per day retroactive to the first day of the month. If rent remains unpaid for thirty (30) days, Tenant agrees to pay interest at the rate of 1-1/2% per month on the unpaid balance, including late charges. The security deposit shall be held by Property Owner as security for the performance by Tenant of Tenant's covenant, and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may at Landlord's sole option, from time to time, without prejudice to any other remedy, apply such deposit to the extent necessary to any arrearages of rent and any other damage, injury expense, or liability caused to Property Owner by such event of default.

Following any such application of the security deposit, Tenant shall pay to Property Owner on demand the amount so applied to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of lease upon delivery of the demised premises in good condition as hereinafter provided. If Property Owner transfers its interest in the demised premises during the lease term, Property Owner shall assign the security deposit to the transferee and hereafter shall have no further liability for the return of such security deposit.

2. **USE.** The demised premises shall be used and occupied by Tenant as a full-service restaurant and private club. Tenant shall not use, or permit to be used, the demised premises for any other purpose. Tenant will not occupy or use, nor permit to be occupied or used any portion of the demised premises for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of any insurance on the Building or its contents, and in the event that, by reason of acts of Tenant, there shall be any increase in the rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's rights hereunder. Tenant shall not engage in any use or activity, which violates any provision of Landlord's ground lease of the premises on which the building is located.

3. **LANDLORD'S OBLIGATIONS.** Property owner agrees to furnish Tenant while occupying the demised premises water, hot and cold at those points of supply provided for routine use of tenant of the building. Heat, air, and electric service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services, resulting from causes beyond control of Landlord or from any cause, shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant of agreement hereof. Should any equipment or machinery furnished by Property Owner break down, or for any cause cease to function properly. Property owner shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from. Tenant shall pay to Property Owner on demand such charges as Property Owner may prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Property Owner not to be standard. Tenant shall not use excessive amounts of utilities without Landlord's written consent on conditions set by Landlord.

4. **TENANT'S REPAIRS AND ALTERATIONS.** Tenant will not in any manner deface, damage,
or injure the building, and will pay the cost of repairing any damage or injury done to the building or any part thereof by Tenant or Tenant's agents, employees, and invitees. Tenant shall throughout the term of this lease take diligent care of the demised premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the demised premises, including all fixtures installed by Tenant and any plate glass, in good condition and make all necessary repairs. At the end or termination of this lease, Tenant shall deliver up the demised premises with all improvements located thereon, except as provided in this paragraph, in good repair and condition, reasonable wear and tear exempted: Tenant shall not make or allow to be made any alterations or physical additions in or to the demised area without the prior written consent of Property Owner. At the termination of this lease Tenant shall, if Property Owner so elects, remove all alterations, physical additions or improvements erected by Tenant and restore the demised premises to their original condition, otherwise such improvements shall be delivered up to Property Owner with the demised premises. All furniture and moveable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects and shall be removed if Property Owner so elects. All such removals and restoration shall be accomplished in a good skillful manner so as not to damage the building. Tenant has inspected the demised premises and accepts them in their existing condition.

5. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this lease or allow same to be assigned by operation of law or otherwise or sublet the demised premises or any part thereof without the prior written consent of Property Owner. Property owner shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the building and property referred to herein; and, to the extent that

such assignee assumes Landlord's obligations hereunder. Property owner shall by virtue of such assignment be released from such obligations.

6. **MAINTENANCE.** Tenant will maintain the demised premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the demised premises.

7. **INDEMNITY.** Property owner shall not be liable for, and Tenant will indemnify and save harmless Property Owner from all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees, or invitees. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's negligence.

8. **RULES AND REGULATIONS.** Tenant and Tenant's agents, employees, and invitees, will comply fully with all requirements of the rules of the building which are attached and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of the building and for preservation of good order therein, all of which rules and regulations, changes and amendments, will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors, and invitees of Tenant

9. **INSPECTION.** Landlord, or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the demised premise (a) at all reasonable hours to inspect same or clean or make repairs or alteration, or additions as Landlord may deem necessary, or (b) during business hours to show the demised premises to prospective tenants, purchasers or lenders, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

10. **CONDUCT OF BUSINESS.** Tenant will conduct his business, and control his agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy, or disturb other tenants or Landlord in the management of the Building, Tenant will, during the term of this lease, continually and fully occupy the premises and conduct active business operations therein.

11. **CONDEMNATION.** If the Building or the demised premises shall be taken or condemned in whole or part for public purposes, then the term of this lease shall at the option of Property Owner forthwith cease and terminate.

12. **FIRE AND OTHER CASUALTY.** In the event that the Building should be damaged or destroyed by fire, tornado, or other casualty, landlord may at its option terminate this lease in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage, or Landlord may proceed to rebuild and repair the Building and the demised premises whereupon Landlord shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, and other improvement, which may have been placed by Tenant or other tenants within the Building Landlord shall allow Tenant a fair diminution of rent during the time the demised premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the building should require that the insurance proceeds be used to retire the mortgage debt. Property owner shall have no obligation to rebuild, and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the building or to the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

13. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the demised premises, or any part thereof, after the expiration of the terms of this lease unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to the rent paid for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

14. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the demised premises. If any such taxes for which Tenant are liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the demised premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

15. **INCREASED EXPENSES.** Tenant is quoted a gross lease and shall receive no increased expenses. The term "operating expenses" as used herein, means all direct costs of operation and maintenance of the Building, as determined by standard accounting practices, and includes the following costs by way of illustration but not limitation; ad valorem taxes and assessments and personal property taxes (except those payable by the Tenant under the provisions of this lease), insurance premiums, licenses, permit and inspection fees utility charges, heating and air conditioning expenses, repairs, garbage and waste disposal expenses, salaries, labor, materials and supplies, maintenance contracts management and leasing expenses janitor services and supplies, security and alarm systems, pest control. The term "operating expenses," as used herein, shall not include depreciation on the building or equipment, interest, or capital expenditures.

16. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default

(a) Tenant shall fail to pay any installment of the rent hereby reserved on or before the 5th of each month.

(b) Tenant shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

(c) Tenant shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(e) A receiver or Trustee shall be appointed for all or substantially all the assets of Tenant

(f) Tenant shall desert or vacate any substantial portion of the demised premises for a period of fifteen (15) days or more.

(g) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors of the levy of execution, attachment or taking of property, assets, or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt, or claim.

17. **REMEDIES.** Upon the occurrence of any event of default specified in Paragraph 16 hereof, Property Owner shall have the Option to pursue any one or more of the following remedies without any Notice or demand whatsoever:

(a) Terminate this lease in which event Tenant shall immediately surrender the demised premise to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to

Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore, said if Landlord so elect relet the demised premises and receive the rent therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all expenses Landlord may incur in reletting the premises.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies Provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Property Owner hereunder or of any damages occurring to Property Owner by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Property Owner of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Property Owner to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Tenant acknowledges that any payments received by Property Owner while Tenant is in default are accepted with full reservation of all rights hereunder by Property Owner

18. **SURRENDER OF PREMISES.** No act or thing done by the Property Owner or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept a surrender of the demised premises shall be valid unless the same be made in writing and subscribed by the Property Owner.

19. **ATTORNEY'S FEES.** In case Property Owner brings any act on under this lease or consults with or places said lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Property Owner a reasonable attorney's fee.

20. **RECEIPTS FROM ASSIGNEE OR SUBTENANT.** The receipt by the Landlord of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as Tenant or a release of the Tenant from further observance or performance by the Tenant of the covenants in this lease contained, on the part of the Tenant to be observed and performed. No provision of this lease shall be deemed to have been waived by the Property Owner unless such waiver be in writing signed by the Property Owner.

21. **LANDLORD'S LIEN.** Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or lose which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be situated on the demised premises, and all proceeds there from, and such property shall not be removed there from without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein enter upon the demised premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 23 of this lease at least ten (10) days before the time of sale. Any sale made pursuant to the provisions hereof shall be deemed to have

been a public sale conducted in a commercially reasonable manner if held in the demised premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a local daily newspaper for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Property Owner a financing statement in form sufficient to perfect the security interest of Property Owner in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in this state. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

22. **QUIET ENJOYMENT.** Landlord represents and covenants that it has full right, power, and authority to make this lease and that Tenant, upon the payment of the rentals and performing the covenants on Tenant's part to be performed hereunder, shall and may peaceably and quietly have, hold arid enjoy the demised premises during the term hereof and any extensions thereof, free from interference or disturbance from Landlord, but subject to the terms and conditions of this lease. Property owner agrees to make reasonable efforts to protect Tenant from interference or disturbance by other tenants or third persons; however. Property owner shall not be liable for any such interference or disturbance, nor shall Tenant be released from any of the obligations of this lease because of such interference or disturbance.

23. **NOTICES.** Each provision of this lease, or of any applicable governmental law's ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(a) All rent and other payments required to be made by Tenant to Landlord shall be received by Property Owner at the address herein below set forth, or at such other address as Property Owner may specify from time to time by written notice delivered in accordance herewith.

(b) Any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, certified, or registered mail, (with or without return receipt requested), addressed to the parties hereto at the respective addresses set out opposite their names below or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

24. **FORCE MAJEURE.** In the event the Landlord shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utility service, restrictive governmental laws or regulations, riots, insurrections the act, the failure to act, or default of another party, war, or any other reason beyond Landlord's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

25. **SEPARABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. **NO PERSONAL LIABILITY.** Anything in this lease to the contrary notwithstanding, Tenant agrees it will look solely to the estate and property of the Landlord in the Building of which the demised premises are a part, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or

assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenants remedies.

27. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants, and conditions contained in this lease shall apply to, insure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

28. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

29. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

30. **SUBORDINATION.** This lease shall be subject and subordinate at all times to the lien of existing mortgages deeds of trust and financing statements on the demised premises or the building and of mortgages, deeds of trust and financing statements which hereinafter may be made a lien on such property, also any renewal, modification, consolidation, or replacement or extension of any such existing or future mortgages, deeds of trust and financing statements.

31. **MECHANICS LIENS.** In no event shall Tenant allow any mechanics or other lien to exist against the demised premises. Tenant shall discharge or remove any such lien by bonding or otherwise promptly on notice by the Property Owner to do so. No provisions of this lease shell be construed as to constitute Tenant as the agent of or authorized to act for Landlord in doing any repairs, alterations, construction or any other kind of work on the demised premises and any person doing work upon or furnishing materials to or for such work shall look only to Tenant and the Tenant's interest in the demised premises for payment, therefore.

32. **WAIVER OF SUBROGATION.** Landlord and Tenant mutually agree to waive any right of subrogation which they may have against one another for any losses paid to them on any insurance policy or policies continued or in Connection with the demised premises or the building to the extent permitted by the terms of such policy or policies.

33. **RELOCATION.** If the Landlord should have need of the demised premises during the term of this lease, it is understood and agreed that the Landlord, at the Landlord's expense, may relocate the Tenant elsewhere in the building. In the event of such relocation the premises provided the Tenant shall be finished out in a condition reasonably comparable with the original space.

34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.

35. **TERMINATION RIGHTS BY LANDLORD.** The Landlord has a right to terminate this Agreement for any reason with 30 days written notice to Tenant.

WITNESS, the signature of the parties hereto in multiple copies, this 1st day of

May, AD 2025.

TENANT: Jerry Rapert

LANDLORD: Arkansas State University

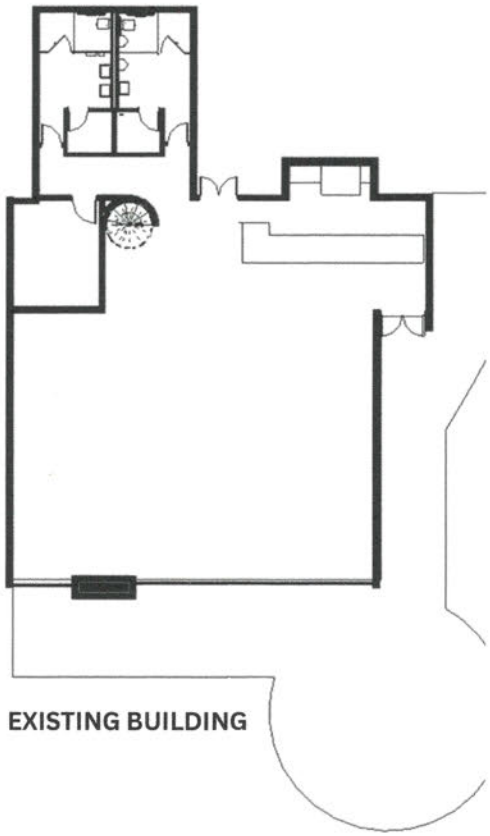
By: Jerry Rapert

President

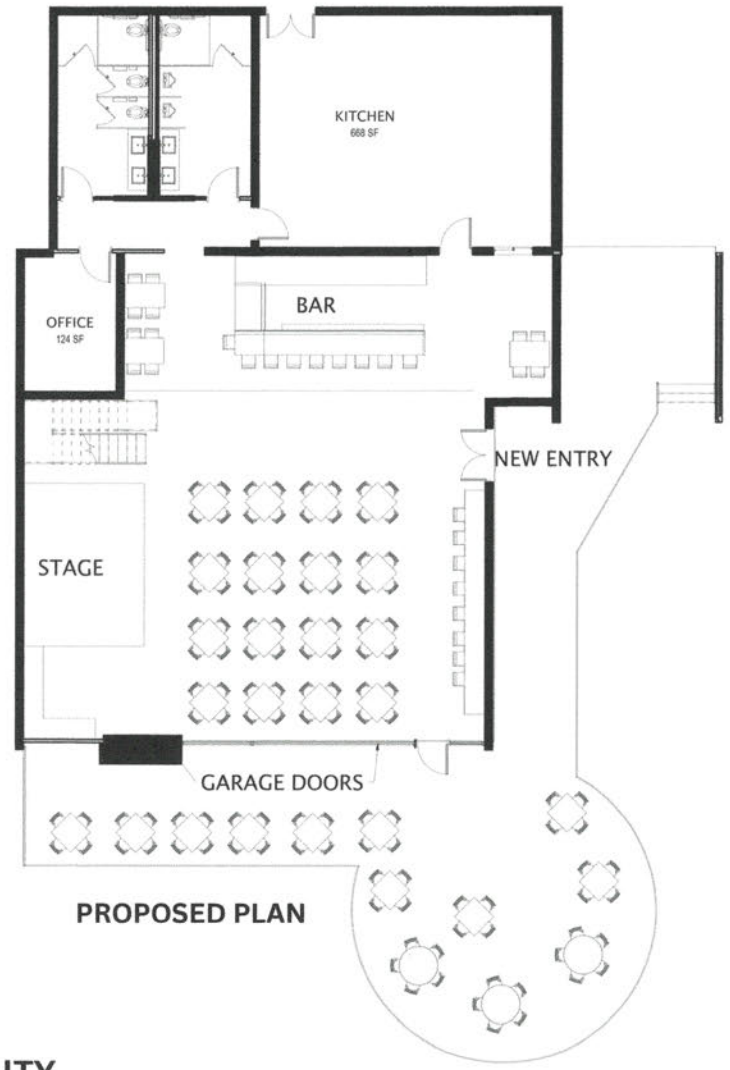
By: T. Shields

Todd Shields, Chancellor

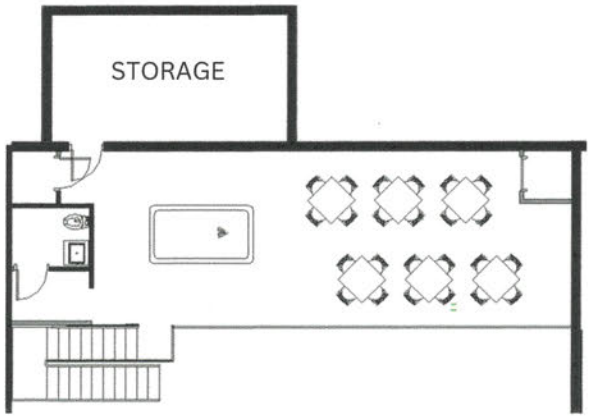
SHJ Holdings dba The Den-Zone of Jonesboro, Arkansas



EXISTING BUILDING



PROPOSED PLAN



PROPOSED MEZZANINE PLAN

- 68-85 SEATS INSIDE
- 60-90 SEATS OUTSIDE
- KITCHEN SIZED TO EXCEED RED FEATHER EXAMPLE (505 SF)
- BAR SIZED TO RED FEATHER EXAMPLE PROVIDED
- WOMENS RESTROOM INCREASED FROM 1 TO 3 FIXTURES
- RESTROOM ADDED TO MEZZANINE

ARKANSAS STATE UNIVERSITY

PAVILION FEASABILITY

pettitpettit CONSULTING ENGINEERS, INC celebrating 75 years!

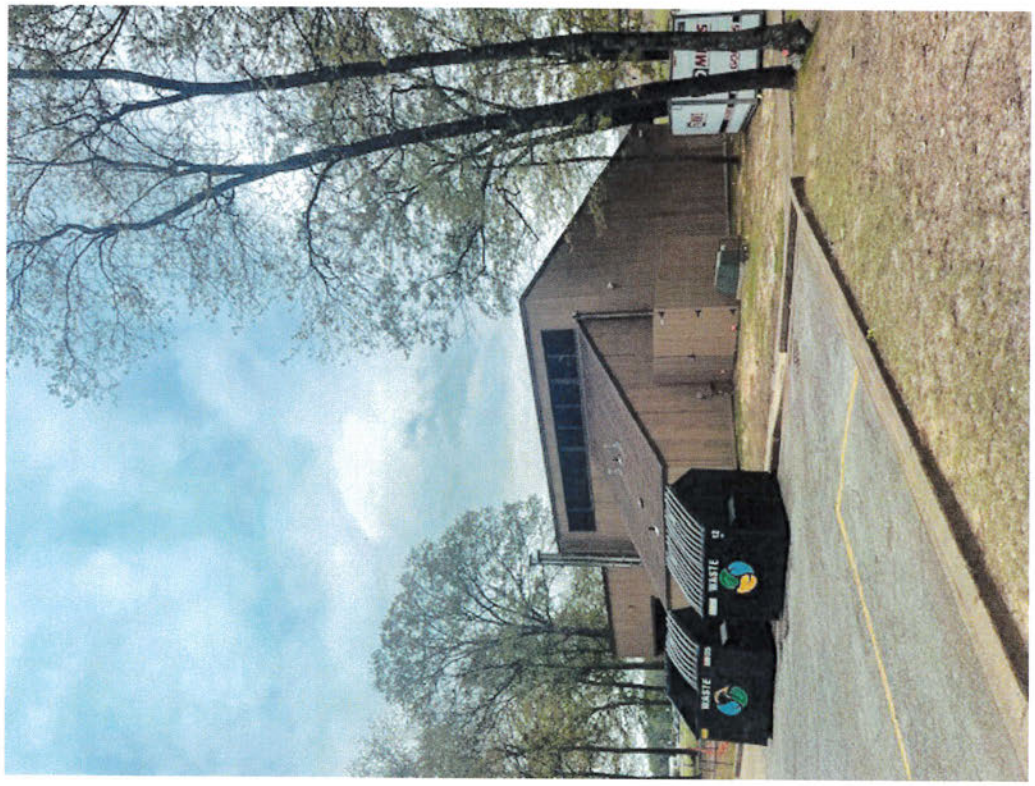
AMR architects

Mail body: Fwd: The Den-Zone Photos

Sent from my iPad

Begin forwarded message:

From: jason@willettgroup.com
Date: May 9, 2025 at 2:34:06 PM CDT
To: Jason Willett <jason@willettgroup.com>
Subject: The Den-Zone Photos



THE DEN-ZONE

ALL-DAY MENU

STARTERS

CHEESE FRIES $ 10.00 / $7.50 HALF
Add Bacon $2.50 | Jalapeños $1.00 | Chorizo $2.50

CHICKEN NACHOS $ 12.50
Tortilla chips smothered in melted cheddar cheese, topped with marinated chicken breast, pico de gallo, guacamole, and sour cream.

THREE OF A KIND $ 7.50
Crispy tortilla chips served with salsa, queso, and guacamole.

WINGS (6) $10 / (12) $15 / (18) $21
Seasoned Ranch, Sweet Thai Spice, Signature Hot,
All served with Ranch or Blue Cheese

FRIED PICKLES/JALAPEÑOS $ 8.00
Hand-battered slices, seasoned to perfection.

BURGERS

THE DEN-ZONE $ 7.50
Green leaf lettuce, tomato, red onion, house pickles.

THE FRESHMAN $ 8.50
White cheddar, chunky avocado, grilled onions, grilled jalapeños.

THE HOWLER $ 9.95
Brisket burger topped with BBQ pork, cheddar-stuffed onion ring, bacon, leaf lettuce, house pickles.

THE MORNING AFTER $ 12.50
White cheddar, chorizo, fried egg, grilled jalapeños.

SANDWICHES & ENTRÉES

CLUB SANDWICH $ 12.00
Grilled chicken breast, chunky avocado, bacon, tomato, leaf lettuce, white cheddar, challah bun.

THE TENDERS $ 8.50
Crispy chicken tenders served with hand-cut fries. Choice of honey mustard, house BBQ, or ranch.

BBQ PORK PO-BOY $ 11.00
Slow-cooked pork, crispy onion strings, garlic slaw, house pickles, chipotle BBQ sauce.

FISH N' CHIPS $ 9.75
Beer-battered cod, hand-cut fries, jalapeño tartar sauce, spicy slaw.



SIDES

FRIES $ 4.00
TOTS $ 4.00
ONION RINGS $ 6.00

BEVERAGES $ 2.49

FOUNTAIN DRINKS
Coke, Diet Coke, Dr. Pepper, Sprite, Root Beer

LEMONADE

ICED TEA

COFFEE

FILED - Arkansas Secretary of State - Cole Jester - Doc#: 19296041001 - Filing#: 811159454 - Filed On: 3/13/2025 - Page(s): 0

Annual Report for Domestic Nonprofit Corporation

Filing Information

State of Origin: AR
Entity File Number: 811159454
Alt Entity Type: DomNonProfitNewCode
Entity Name: SHJ HOLDINGS
File Date: 2025-03-13 12:36:45
Alt Tax Type: NonProfitCorporation
Tax Year: 2025
Filing Signature: JASON WILLETT

Current Registered Agent

First Name: JASON
Last Name: WILLETT
Address 1: 1804 STARLING
City: JONESBORO
State: AR
Zip: 72401
Country: USA
Phone: 501-200-2211

Changing Registered Agent to:

First Name: JERRY
Last Name: RAPERT
Address 1: 5517 PACIFIC ROAD
City: JONESBORO
State: AR
Zip: 72401
Country: USA

Officers

First Name: JASON
Last Name: WILLETT
Title: Director
Address 1: 1804 STARLING
City: JONESBORO
State: AR
Zip: 72401
Country: USA

First Name: RONITH
Last Name: PATEL
Title: Director
Address 1: 4201 DON KIRK DRIVE
City: PARAGOULD
State: AR
Zip: 72450
Country: USA

First Name: JERRY
Last Name: RAPERT
Title: Director
Address 1: 1200 FALLS STREET
City: JONESBORO
State: AR
Zip: 72401
Country: USA

First Name: JEB

Last Name: RAPERT
Title: Director
Address 1: 2500 DAVIS STREET
City: JONESBORO
State: AR
Zip: 72401
Country: USA

First Name: ABIGAIL
Last Name: RAPERT
Title: Director
Address 1: 2500 DAVIS DRIVE
City: JONESBORO
State: AR
Zip: 72401
Country: USA

Principal

Entity Name: THE DEN-ZONE
Address 1: 2605 A STREET
City: JONESBORO
State: AR
Zip: 72401
Country: USA

OFFICIAL RECEIPT

Receipt Date 05/30/2025 09:49 AM
Receipt Print Date 05/30/2025

Receipt # 00262257
Batch # 00030.05.2025

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	250.00
Detail:	
01-134-0517-00	
Alcohol Application Fee Den z one	250.00
Total	250.00

Payment Information:

Check	1124	250.00
Change		0.00

Jerry Rapert
Customer #: 000000

,

Cashier: ALCooksey
Station: ALCOOKSEY

OFFICIAL RECEIPT

Receipt Date 06/06/2025 01:38 PM
Receipt Print Date 06/06/2025

Receipt # 00262593
Batch # 00106.06.2025

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	105.30
Detail:	
01-000-0150-00	
Proof of Publication	105.30
Total	105.30

Payment Information:

Credit Car 8210	105.30
Change	0.00

SHJ Holdings dba The Den Zone
Customer #: 000000
Jason Willett

,

Cashier: ALCooksey
Station: ALCOOKSEY

THE CITY OF JONESBORO
300 S CHURCH ST
JONESBORO AR 72403
870-932-3042

06/06/25 1:31 PM

TERM ID: *****705 ***1
MANUAL KEYED
CARD TYPE: MASTERCARD
ACCT #: ************8210

CREDIT SALE

REF #: 1671928359 TRAN #: 1809
AUTH #: 990834
AVS: Z

DESCRIPTION: _____

AMOUNT USD $105.30

APPROVED

X_____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT

MERCHANT COPY

Text File

File Number: ORD-25:020

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE AMENDING CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED AT 4700 INDUSTRIAL DRIVE

BE IT ORDAINED by the City Council in the City of Jonesboro, Arkansas:
SECTION 1: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:
FROM: “R-1” - SINGLE FAMILY RESIDENTIAL
TO: “I-2” - GENERAL INDUSTRIAL
For the following described property:
THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 4 EAST, CONTAINING 5 ACRES, MORE OR LESS, SUBJECT TO PUBLIC ROAD ALONG THE WEST SIDE THEREOF. SUBJECT TO ASSESSMENTS, BUILDING LINES, EASEMENTS, MINERAL RESERVATIONS AND/OR CONVEYANCES, RESTRICTIONS, AND ANY OTHER MATTERS OF RECORD.
ARKANSAS FILED MAY 21ST, 2024
SECTION 2: The Rezoning of this property shall adhere to the following stipulations:
1. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan illustration compliance with site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks etc. shall be submitted to the Planning Department prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Commission approval in the future.
4. This development shall comply with all Planned Development District Standards.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: 6/10/25 Date Received: 5/15/25
Meeting Deadline: 5/19/25 Case Number: RZ-25-09

LOCATION:

Site Address: 4700 Industrial Dr. Jonesboro, AR 72404

Side of Street: E between 4614 Industrial Dr. and 4800 Industrial Dr.

Quarter: NW 1/4 Section: 2 Township: 13N Range: 04E

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: R-1 Proposed Zoning: I-2

Size of site (square feet and acres): 216,884 sf 4.97ac Street frontage (feet): 323.38'

Existing Use of the Site: Vacant House and Shop

Character and adequacy of adjoining streets: Minor Arterial and County Road

Does public water serve the site? Yes

If not, how would water service be provided?

Does public sanitary sewer serve the site? No.

If not, how would sewer service be provided? Sewer extension connecting at Ingals Rd.

Use of adjoining properties:

North Residential / Automotive Business

South Waste water Treatment Facility

East Waste water Treatment Facility

West Waste water Treatement Facility

Physical characteristics of the site: 4.97 acre lot with vacant house and shop Flat topography open greenspace trees on boundary.

Characteristics of the neighborhood: Mostly farm land with some residential and Industrial

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions* ***in detail:***

(1). How was the property zoned when the current owner purchased it?

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?

(3). If rezoned, how would the property be developed and used?

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?*

(6). How would the proposed rezoning be the public interest and benefit the community?

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

(10). How long has the property remained vacant?

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

(12). If the rezoning is approved, when would development or redevelopment begin?

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:
I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Dale Koehn
Address: 1533 CR 604
City, State: Jonesboro AR ZIP 72404
Telephone: 870-919-3071
Facsimile:
Signature: Dale Koehn

Applicant:
If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: McAlister Engineering
Address: 4508 Stadium Blvd. Ste. D
City, State: Jonesboro, AR ZIP 72404
Telephone: 870-931-1420
Facsimile:
Signature: Megan McAlister

Deed: *Please attach a copy of the deed for the subject property.*

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

MCALISTER ENGINEERING, PLLC
CIVIL ENGINEERING AND LAND SURVEYING

May 14th, 2025

Owner: Mr. Dale Koehn Contact Information: via email <koehncontracting@gmail.com>
via phone <+1 (870) 919-3077>

RE: Rezoning Property R-1 to I-2
4700 Industrial Drive
Jonesboro, AR 72404
5.00 acres +/-

To the Metropolitan Area Planning Commission:

In accordance with your request, I am pleased to provide you with the following information for the referenced project.

Rezoning Information:

1. The property was zoned R-1 (Single Family Residential) when it was purchased by the current Owner.
2. The purpose of rezoning the property to I-2 (Heavy Industrial) is to accommodate a shop to park heavy equipment in (dump truck, fork lift, skid steer, etc.) with an attached office. This change in land use will necessitate rezoning the property.
3. If rezoned, the property would be developed into a shop to house an estimated 3-5 construction vehicles with an attached office.
4. The density/intensity of the development would be an approximately 3,000 square foot shop with an attached office for a Construction Business.
5. The proposed rezoning is consistent with the Jonesboro Comprehensive Pan and the Future Land Use Plan in that the property is located off of a minor arterial drive and a rural intensity sector.
6. Public interest and community benefits from the proposed rezoning will be continued growth, not only to the area, but also to local businesses.
7. Currently the surrounding areas consist of: One residential property and a Welding and Automotive business across the street while the remaining surrounding area is the City Water and Light Eastside Wastewater Treatment Facility. The addition of a Heavy Industrial Construction Shop and Office would be compatible with the surrounding areas.
8. Substantial reasons why the property cannot be used in accordance with existing zoning would be the use of the property being dedicated to an industrial business, not single-family residential purposes.

9. There would be no significant impact on property value, traffic, drainage, visual appearance, odor, noise, light vibration, hours of use or operation or any restriction to the normal and customary use of the affected property.
10. The property has remained vacant for approximately one year.
11. The proposed rezoning and resulting development would have no significant impact on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.
12. If the rezoning is approved, development would begin in 4 months to a year's time.
13. A neighborhood meeting for the proposed rezoning has been deemed unnecessary due to no major developmental changes happening after this rezoning and the benefits the business would bring to the surrounding areas and local business community.
14. This application is not for a Limited Use Overlay (LUO).

Sincerely,

Applicant:

Megan McAlister

McAlister Engineering PLLC.
4508 Stadium Blvd. Suite D
Jonesboro, AR 72404

Phone: 870-931-1420
Fax: 870-931-1422
EMAIL: Megan.mcengr@gmail.com

MCALISTER ENGINEERING, PLLC
CIVIL ENGINEERING AND LAND SURVEYING

Certified Mailing Addresses for Rezoning 4700 Industrial Drive

4713 Industrial Drive, Jonesboro, AR 72404

4719 Industrial Drive, Jonesboro, AR 72404

4707 Industrial Drive, Jonesboro, AR 72404

4800 Industrial Drive, Jonesboro, AR 72404

4614 Industrial Drive, Jonesboro, AR 72404


CARAWAY JONESBORO
2404 RACE ST
JONESBORO, AR 72401-9997
www.usps.com
05/23/2025
TRACKING NUMBERS
9589 0710 5270 2985 3246 11
9589 0710 5270 2985 3246 28
9589 0710 5270 2985 3246 35
Postal Service™
RTIFIED MAIL® RECEIPT
estic Mail Only
USPS HATTIE CARAWAY STATION
JONESBORO, AR 72401
MAY 23 2025
Postmark Here
ed Mail Fee $4.85
Return Receipt (hardcopy) $3.60
Return Receipt (electronic) $4.00
Certified Mail Restricted Delivery $4.00
Adult Signature Required $10.00
Adult Signature Restricted Delivery $
Postage $0.73
Total Postage and Fees
$5.58
Sent To
Callbert Rex + Connie
Street and Apt. No., or PO Box No.
411 Greene 931 Rd
City, State, ZIP+4®
Paragould AR 72450
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
Street and Apt. No., or PO Box No.
2003 Vail Dr.
City, State, ZIP+4®
Jonesboro AR 72404
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
JONESBORO, AR 72401
Total Postage and Fees
$5.58
Sent To
City Water + Light Plant
Street and Apt. No., or PO Box No.
P.O. Box 1289
City, State, ZIP+4®
Jonesboro AR 72403-1289
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
TRACK STATUS OF ITEMS WITH THIS
(UP TO 25 ITEMS)
TRACK STATUS BY TEXT MESSAGE
TRACK STATUS ONLINE
PURCHASE DETAILS
Qty Unit Price
Class Mail® 1
esboro, AR 72404
ght: 0 lb 0.30 oz
mated Delivery Date
05/29/2025
ified Mail®
racking #:
9589 0710 5270 2985
Affixed Postage
Affixed Amount: $0.73
Total
First-Class Mail® 1

9589 0710 5270 2985 3245 12

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee $4.85	0408
$ $0.00	69
Extra Services & Fees *(check box, add fee as appropriate)*	
☐ Return Receipt (hardcopy) $ $0.00	Postmark Here
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.73	
$	05/19/2025
Total Postage and Fees $5.58	
$	

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

9589 0710 5270 2985 3245 29

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee $4.85	0408
$ $0.00	69
Extra Services & Fees *(check box, add fee as appropriate)*	
☐ Return Receipt (hardcopy) $ $0.00	Postmark Here
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.73	
$	05/19/2025
Total Postage and Fees $5.58	
$	

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

9589 0710 5270 2985 3245 36

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CERTIFIED MAIL® RECEIPT
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Jonesboro, AR 72401

OFFICIAL USE

Certified Mail Fee $4.85	0408
$ $0.00	69
Extra Services & Fees *(check box, add fee as appropriate)*	
☐ Return Receipt (hardcopy) $ $0.00	Postmark Here
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.73	
$	05/19/2025
Total Postage and Fees $5.58	
$	

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**



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Jonesboro, AR 72404

OFFICIAL USE

Certified Mail Fee $4.85 $0.00

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $1.29

Total Postage and Fees $6.14

JONESBORO AR 72401 0408
MAY 14 2025
Postmark Here
HATTIE CARAWAY STATION
05/14/2025

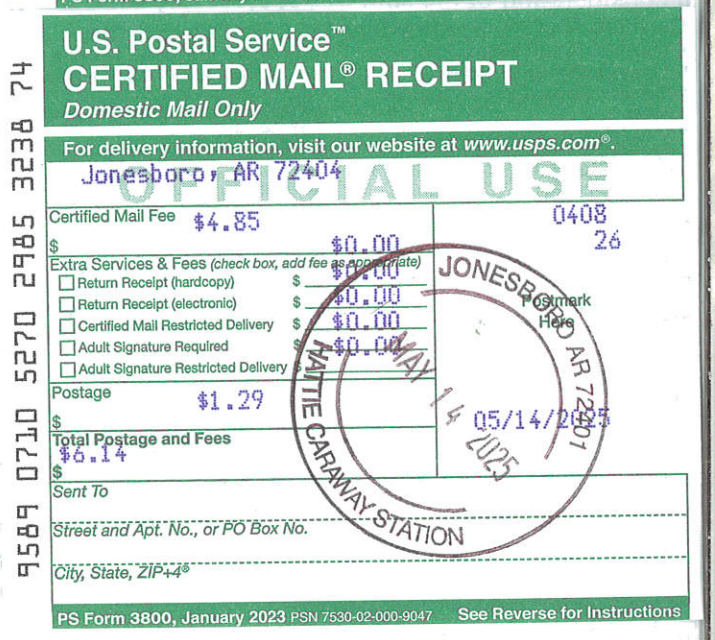
Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2985 3238 67



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CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Jonesboro, AR 72404

OFFICIAL USE

Certified Mail Fee $4.85 $0.00

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $1.29

Total Postage and Fees $6.14

JONESBORO AR 72401 0408 26
MAY 14 2025
Postmark Here
HATTIE CARAWAY STATION
05/14/2025

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2985 3238 74

NV

2024R-009308
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
DAVID VAUGHN, CLERK & RECORDER
05/23/2024 12:36:47 PM
FEE: 25.00
PAGES: 3
JENNIFER MORENO

THIS INSTRUMENT PREPARED BY: J. ROBIN NIX, II, ATTORNEY AT LAW

Warranty Deed

(Single Person)

KNOW ALL MEN BY THESE PRESENTS:

That I, **Cheryl J. Counce, a single person, widow of C.E. Counce, deceased, Grantor,** for and in consideration of the sum of **$150,000.00**, and other good and valuable considerations to me in hand paid by the **Grantee** the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Koehn Contracting L.L.C., Grantee,** and unto **its successors** and assigns forever, the following described land situated in the County of **Craighead**, State of **Arkansas**, to-wit:

The North Half of the South Half of the West Half of the Southwest Quarter of the Northwest Quarter of Section 2, Township 13 North, Range 4 East, containing 5 acres, more or less, subject to Public Road along the West side thereof.

Subject to assessments, building lines, easements, mineral reservations and/or conveyances, restrictions, and any other matters of record or fact.

NOTE: C.E. Counce died December 18, 2023.

To have and to hold the same unto the said **Grantee** and unto **its successors** and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And I hereby covenant with said **Grantee**, that I will forever warrant and defend the title to the said lands against all claims whatsoever.

WITNESS my hand and seal on this 21st day of May, **2024.**

x Cheryl J Counce
Cheryl J. Counce

"OFFICIAL SEAL"
MARY G ROSECRANS
Notary Public, State of Illinois
My Commission Expires 04/28/2027

ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Tazewell

Be it remembered, that on this day came before me the undersigned, a Notary Public duly commissioned qualified and acting, within and for said County and State, in person the within named **Cheryl J. Counce, a single person, widow of C.E. Counce, deceased,** to me personally well known to be the person whose name is subscribed to the within instrument and acknowledged that **he/she/they** executed the same for the purposes therein contained.

In testimony whereof I have hereunto set my hand and official seal this 21st day of May, **2024**

x Mary G Rosecrans
Notary Public

My Commission Expires:
4/28/27

"OFFICIAL SEAL"
MARY G ROSECRANS
Notary Public, State of Illinois
My Commission Expires 04/28/2027

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

Dale Koehn
Koehn Contracting L.L.C.

Mailing Address: 1533 CR 604, Jonesboro AR 72404

STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid

File Number: 24-1798

Grantee:	KOEHN CONTRACTING L.L.C.
Mailing Address:	1533 COUNTY ROAD 604 JONESBORO AR 724048120
Grantor:	CHERYL J. COUNCE
Mailing Address:	104 COBBLESTONE LN EAST PEORIA IL 616113401
Property Purchase Price:	$150,000.00
Tax Amount:	$495.00
County:	CRAIGHEAD
Date Issued:	05/23/2024
Stamp ID:	8878080

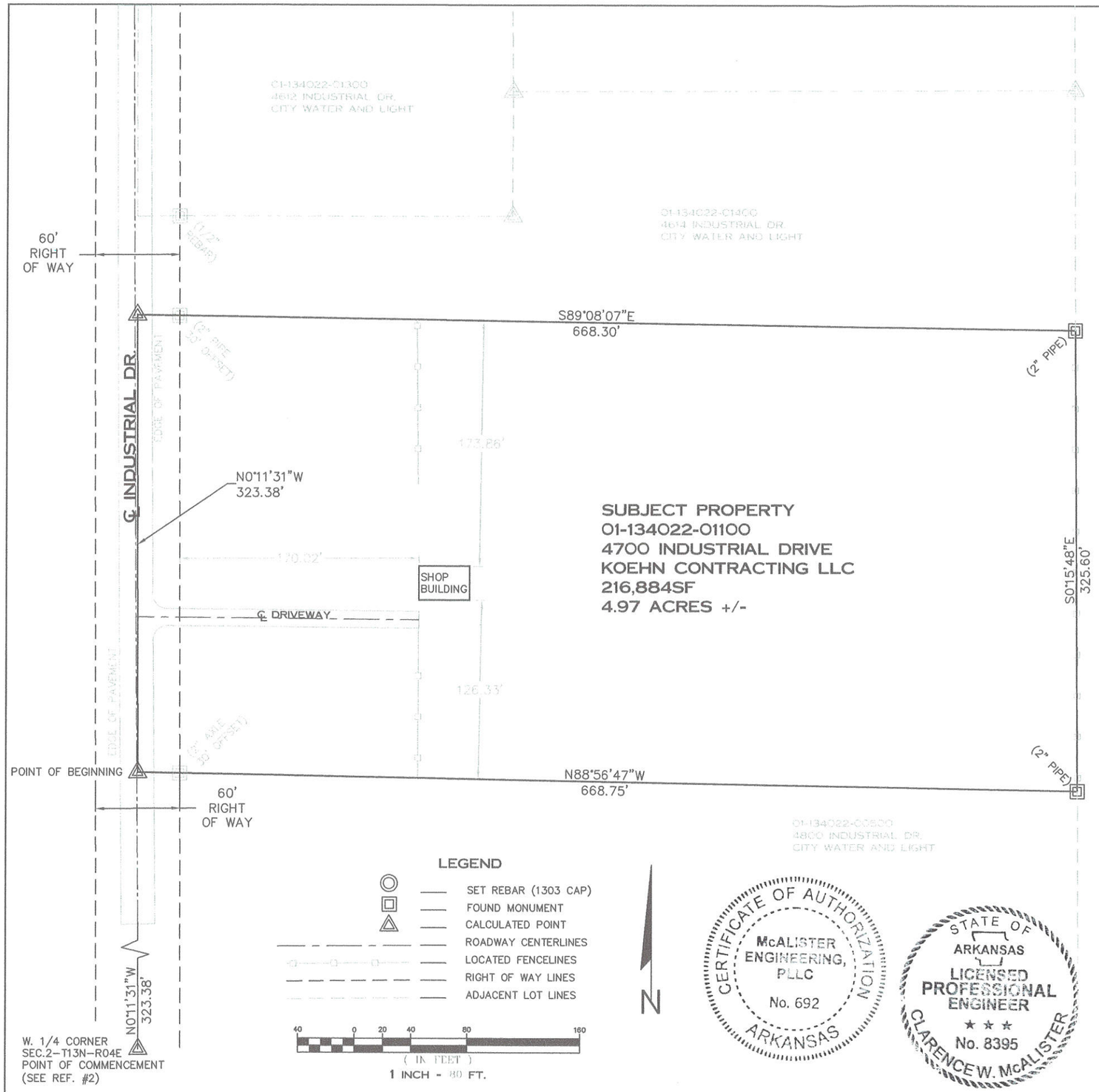
I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): KOEHN CONTRACTING L.L.C.

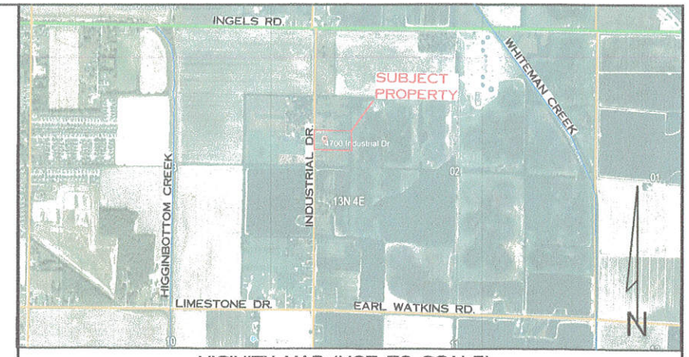
Grantee or Agent Name (signature): Nix Title as agent Date: 5/23/24

Address: 1533 COUNTY ROAD 604

City/State/Zip: JONESBORO AR 724048120



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VICINITY MAP (NOT TO SCALE)

NOTES:

1. CLIENT: KOEHN CONTRACTING
2. BASIS OF BEARING –GPS OBSERVATION, NAD83, THIRD ORDER CLASS ARKANSAS SPC NORTH ZONE.
3. PROPERTY NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN BY FEMA FIRM MAP NUMBER 05031C0267D EFFECTIVE DATE 9–26–2024
4. THIS PLAT REFLECTS THE PROPOSED REZONING OF THE SUBJECT PROPERTY FROM R–1 (SINGLE FAMILY RESIDENTIAL) TO I–2 (HEAVY INDUSTRIAL) AS REQUESTED BY THE PROPERTY OWNER.

REFERENCE:

1. WARRANTY DEED COUNCE TO KOEHN CONTRACTING LLC DATED 5–23–2024 FILED FOR RECORD AS DOCUMENT 2024R–009308 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY, IN JONESBORO, ARKANSAS.
2. PLAT OF SURVEY FOR WALTER MORTGAGE BY ARCHER ENGINEERING, P.A.DATED 7–02–2007, FILED FOR RECORD IN PLAT BOOK I, PAGE 173 IN THE OFFICE OF THE CIRCUIT CLERK FOR CRAIGHEAD COUNTY, IN JONESBORO, ARKANSAS.

REVISED DESCRIPTION:

THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE WEST QUARTER CORNER OF SAID SECTION 2, THENCE N0°11'31"W 323.38 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 TO THE POINT OF BEGINNING, CONTINUE THENCE N0°11'31"W 323.38 FEET TO A POINT, THENCE S89°08'07"E 668.30 FEET TO A POINT, THENCE S0°15'48"E 325.60 FEET TO A POINT, THENCE N88°56'47"W 668.75 FEET TO THE POINT OF BEGINNING CONTAINING SOME 4.97 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

OWNER'S CERTIFICATION

I DAVE KOEHN, AS AUTHORIZED REPRESENTATIVE OF KOEHN CONTRACTING LLC, THE OWNER OF RECORD OF THE PROPERTY DESCRIBED HEREON, DO HEREBY REQUEST THE REZONING OF THIS PROPERTY FROM (R–1) TO (I–2)

DALE KOEHN, KOEHN CONTRACTING LLC,

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT McALISTER ENGINEERING HAS THIS DATE MADE A BOUNDARY SURVEY OF THE DESCRIBED LANDS IN COMPLIANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS AND THAT ALL PROPERTY LINES AND CORNER MONUMENTS HAVE BEEN CORRECTLY ESTABLISHED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLARENCE W. "MAC" McALISTER, PS1303

REZONING PLAT

N.1/2 OF THE S.1/2 OF THE W.1/2 OF THE SW1/4 OF THE NW1/4
SEC. 2 -T13N-R04E
4700 INDUSTRIAL DRIVE JONESBORO, ARKANSAS

McALISTER ENGINEERING, CIVIL ENGINEERING AND LAND SURVEYING	DRAWN BY: TM	CHECKED BY: CM
	SCALE: 1" - 80'	
	DATE:2MAY25	FILE: PROJECTS 25
	JOB#:251464029	SHEET 1 / 1
CLARENCE W. "MAC" McALISTER, PE, PS	500-13N-04E-0-02-430-16-1303	


REZONING REQUESTED
FOR THIS
PROPERTY
Public Hearings to be held
2nd & 4th Tuesday of Each Month
Municipal Center
300 S. CHURCH ST.
1st Floor
CALL 870-932-0406
FOR FURTHER INFORMATION
CITY OF JONESBORO


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FOR THIS
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CITY OF JONESBORO

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-09, 4700 Industrial Drive

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 10, 2025

REQUEST: To consider a rezoning of one tract of land containing 4.97 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "R-1", single family medium density district, to "I-2", general industrial district.

APPLICANT: McAlister Engineering, 4508 Stadium Blvd. Ste. D, Jonesboro, AR 72404
OWNER: Dale Koehn, 1533 CR 604, Jonesboro, AR 72404

LOCATION: 4700 Industrial Drive

SITE DESCRIPTION: **Total Size:** Approx. 4.97 acres
Street Frontage: Approx. 323 feet on Industrial Drive

Existing Development: Vacant house and shop building.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 – Vacant Residential
South	R-1 – Vacant Residential
East	R-1 – Vacant Residential
West	R-1 – Residential and Welding Shop

HISTORY: Previously used as residential. The site has been vacant for approximately a year.

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:
The Current/Future Land Use Map recommends this location as a **Rural Intensity** Growth Sector.

Rural Intensity:
Rural land uses are extremely low intensity uses that happen in areas that have traditionally been devoted to agriculture. These areas typically do not have sewer. In much of the area designated rural, flooding is a distinct possibility. Even though individual properties can be brought into conformation with flood-prevention standards to allow construction, limited development is still advisable.

At some of the rural crossroads, very small-scale businesses such as convenience stores may be allowed to serve the needs of the surrounding residents. Additionally, commercial businesses serving agricultural needs may be allowed at the crossroads. The intent is to prevent highway-oriented strip development even in these rural areas.

Typical Land Uses:

- Large lot single family residential
- Commercial businesses serving agricultural needs
- Small retail to meet needs of local residents
- Convenience store/gas station (at intersections of Collector and above)
- Neighborhood Markets
- Open Space
- Agricultural (Crop/animal)
- Stable or kennel
- Churches
- Institutional (wastewater treatment plants, sludge ponds, water towers, landing strips, cell towers, drainage ways)

Density: Single Family Residential on > 5 acre lots



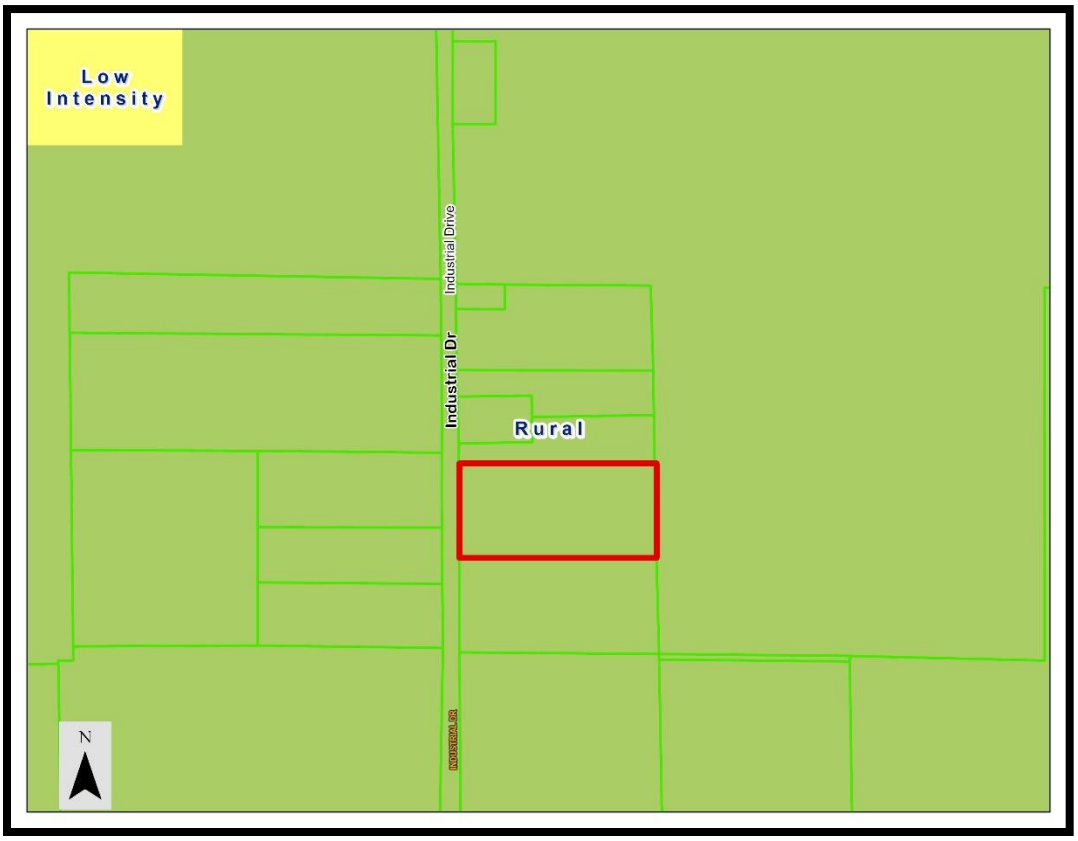
Fig. 1: Example Rural Development Type-Service Commercial

Fig. 2: Example Rural Development Type-Vacant Residential or Agricultural

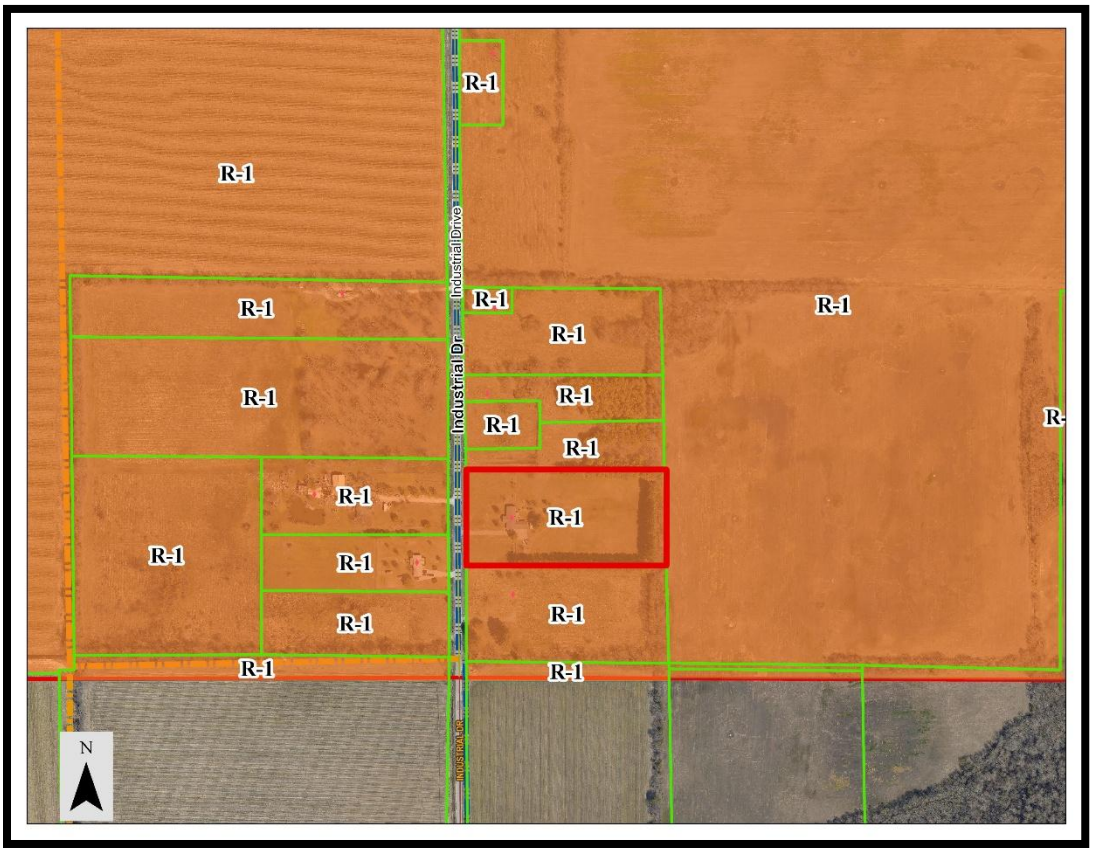
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Fig. 5: Example Rural Development Type-Service Commercial-Fueling Station



Land Use Map



Zoning Map

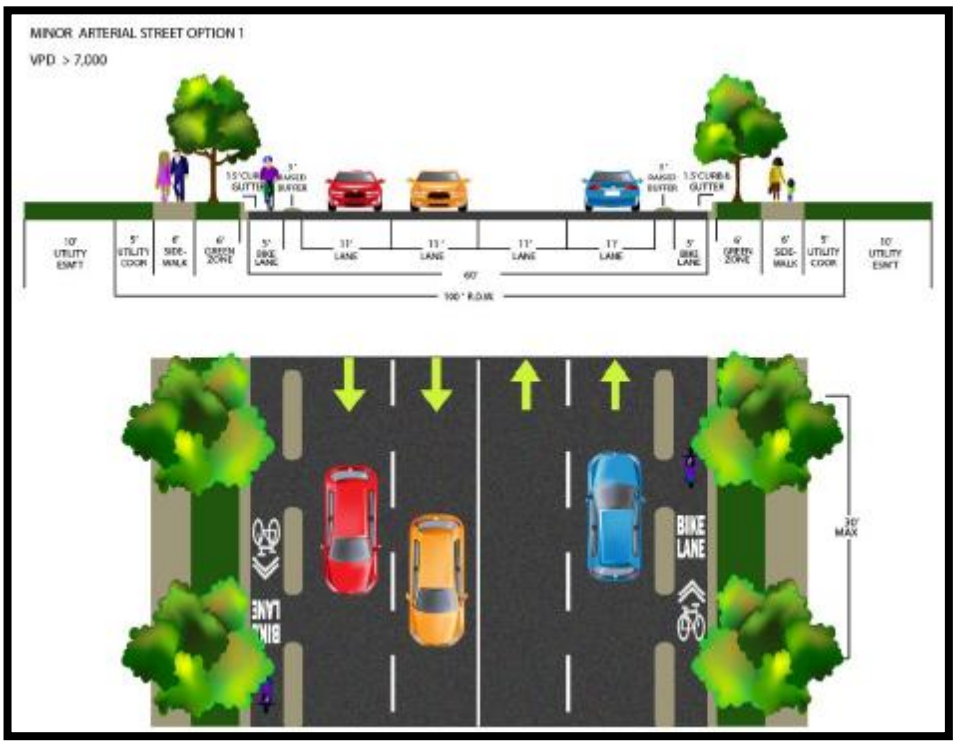
Master Street Plan/Transportation

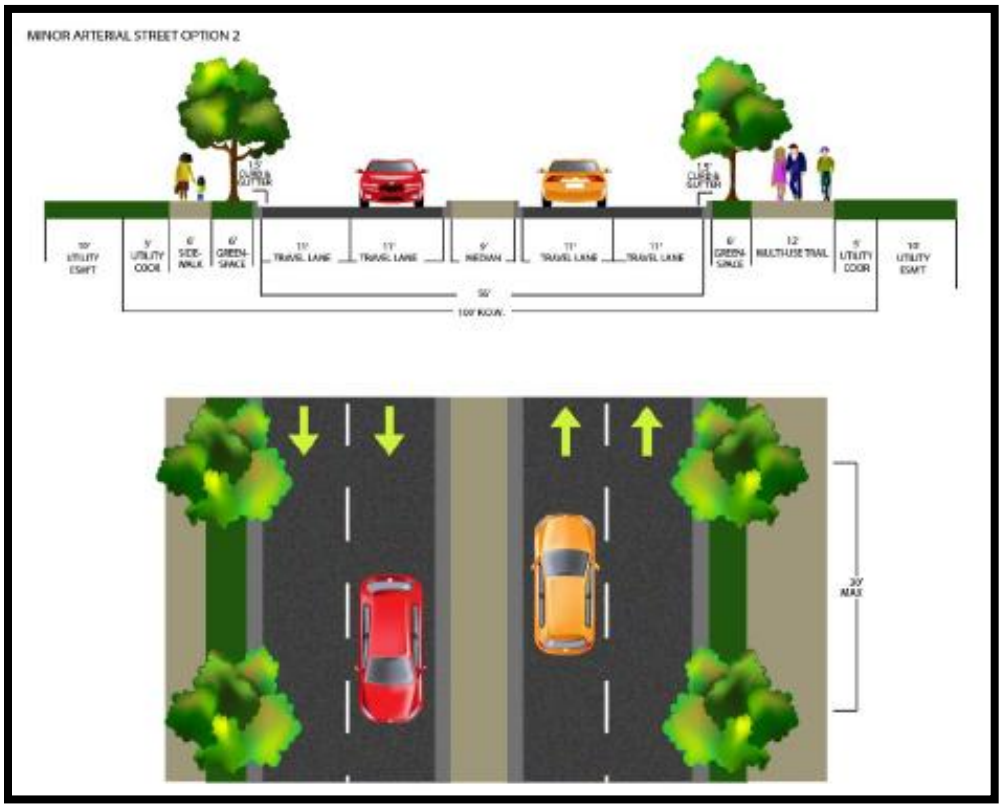
The subject property will be served by Industrial Drive. The Master Street Plan classifies this road as a Minor Arterial.

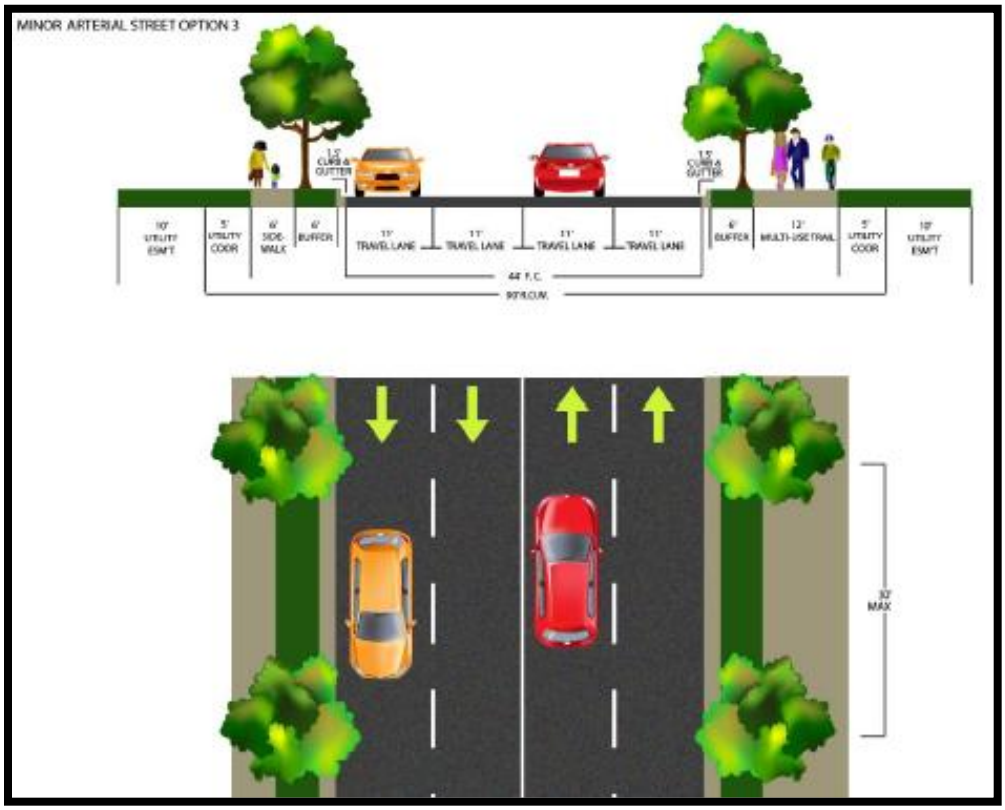
Minor Arterials function similarly to principal arterials, but operate under lower traffic volumes, serve trips of shorter distances, and provide a higher degree of property access than principal arterials.

FUNCTION: Minor Arterials provide the connections to and through an urban area. Their primary function is to provide short distance travel within the urbanized area. Since a Minor Arterial is a high volume road, a minimum of 4 travel lanes is required. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required if the anticipated turning movements warrant extra lanes.

DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).




MINOR ARTERIAL STREET OPTION 2
10' UTILITY ESMT
5' UTILITY COOR
6' SIDE-WALK
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44' F.C.
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37' MAX

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is not consistent with the Adopted Land Use Plan. The current zoning is not consistent with the Land Use plan either. This property is in the rural intensity growth sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is not achieved with this rezoning considering the surrounding area is residential zoning.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop as an industrial use.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow industrial use at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines I-2 as follows:

I-2, general industrial district. This district is intended for the more intensive industries and those manufacturing facilities making products from raw materials. Regulations are the minimum for mutual protection between industries. Rail service is typically necessary, as is adequate highway access.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
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Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-09; a request to rezone property "R-1", single family medium density district, to "I-2" general industrial district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 25-09 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "R-1", single family medium density district, to "I-2" general industrial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 06/11/2025 03:16 PM
Receipt Print Date 06/11/2025

Receipt # 00262758
Batch # 00111.06.2025

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	181.35
Detail:	
01-000-0150-00	
Proof of Publication 4700 Ind	
ustrial Dr	181.35
Total	181.35
Payment Information:	
Credit Car 8693	181.35
Change	0.00

McAlister Engineering
Customer #: 002044

4508 Stadium Blvd Ste D
Jonesboro, AR 72404

Cashier: ALCooksey
Station: ALCOOKSEY

THE CITY OF JONESBORO
300 S CHURCH ST
JONESBORO AR 72403
870-932-3042

06/11/25 3:15 PM

TERM ID: *****705 ***1
MANUAL KEYED
CARD TYPE: VISA
ACCT #: ************8693

CREDIT SALE

REF #: 1730963303 TRAN #: 1847
AUTH #: 06160G
AVS: Z

DESCRIPTION: _____

AMOUNT USD $181.35

APPROVED

X_____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT

MERCHANT COPY

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-09, 4700 Industrial Drive

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on June 10, 2025

REQUEST: To consider a rezoning of one tract of land containing 4.97 +/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "R-1", single family medium density district, to "I-2", general industrial district.

APPLICANT: McAlister Engineering, 4508 Stadium Blvd. Ste. D, Jonesboro, AR 72404
OWNER: Dale Koehn, 1533 CR 604, Jonesboro, AR 72404

LOCATION: 4700 Industrial Drive

SITE DESCRIPTION: **Total Size:** Approx. 4.97 acres
Street Frontage: Approx. 323 feet on Industrial Drive

Existing Development: Vacant house and shop building.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 – Vacant Residential
South	R-1 – Vacant Residential
East	R-1 – Vacant Residential
West	R-1 – Residential and Welding Shop

HISTORY: Previously used as residential. The site has been vacant for approximately a year.

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:
The Current/Future Land Use Map recommends this location as a **Rural Intensity** Growth Sector.

Rural Intensity:
Rural land uses are extremely low intensity uses that happen in areas that have traditionally been devoted to agriculture. These areas typically do not have sewer. In much of the area designated rural, flooding is a distinct possibility. Even though individual properties can be brought into conformation with flood-prevention standards to allow construction, limited development is still advisable.

At some of the rural crossroads, very small-scale businesses such as convenience stores may be allowed to serve the needs of the surrounding residents. Additionally, commercial businesses serving agricultural needs may be allowed at the crossroads. The intent is to prevent highway-oriented strip development even in these rural areas.

Typical Land Uses:

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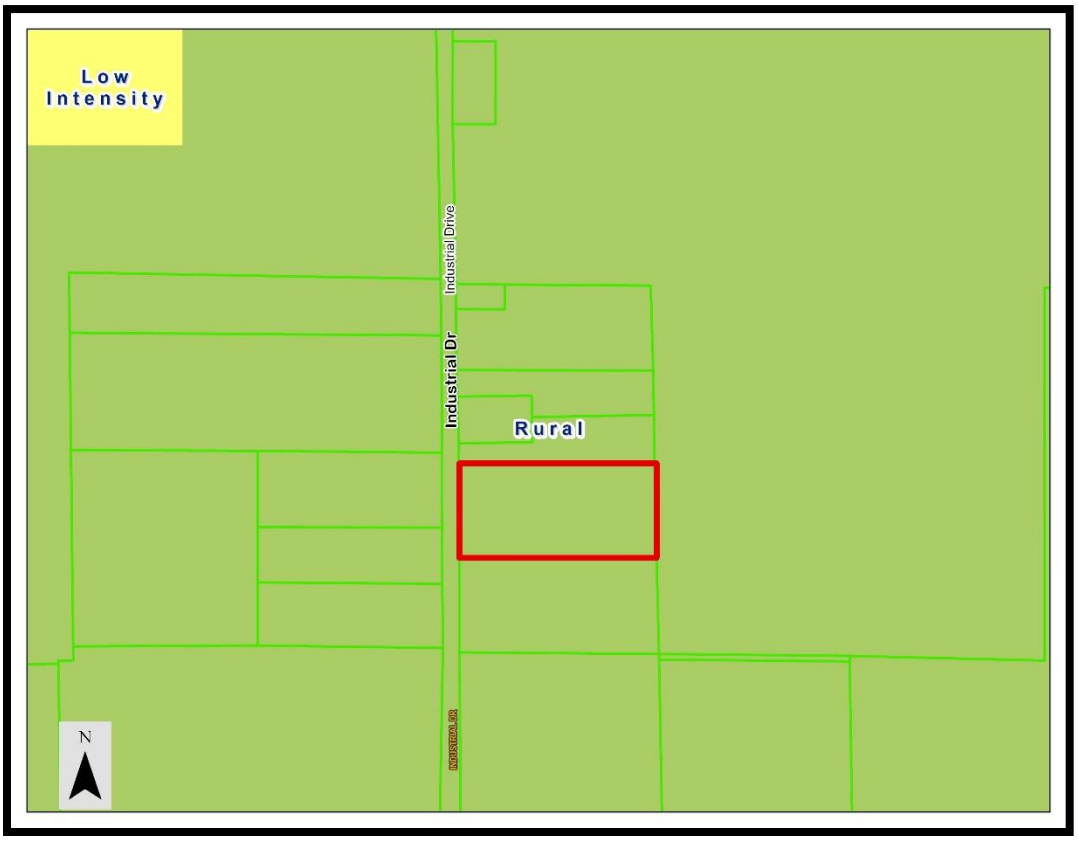
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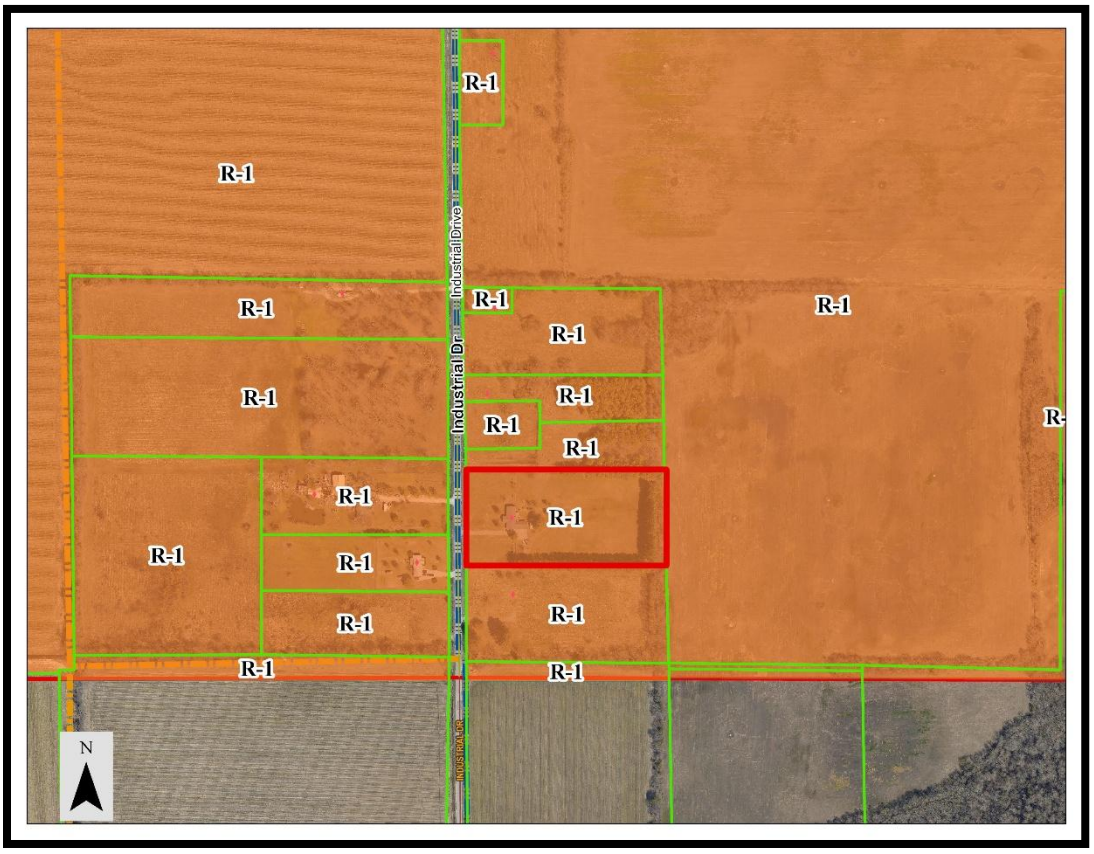
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Land Use Map



Zoning Map

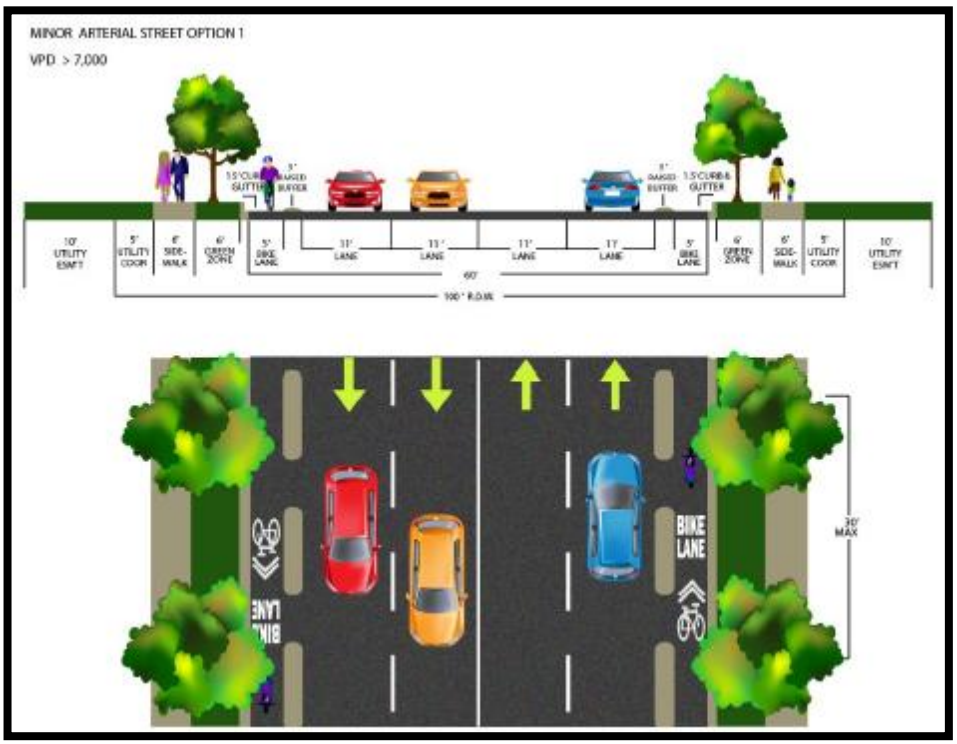
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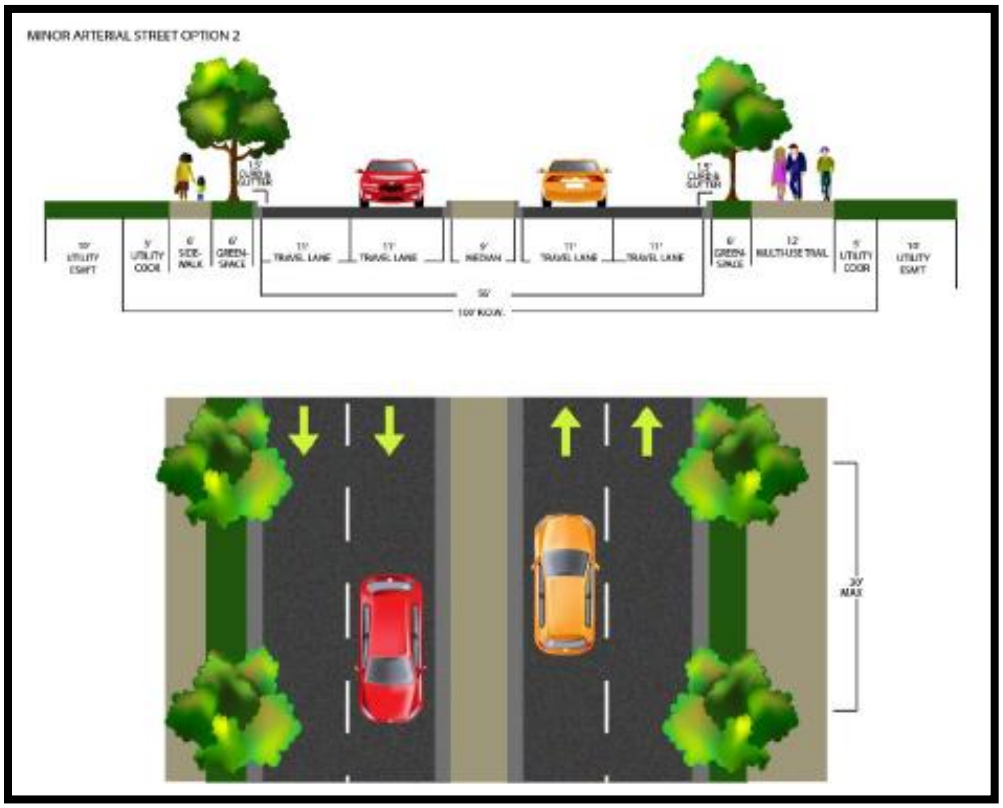
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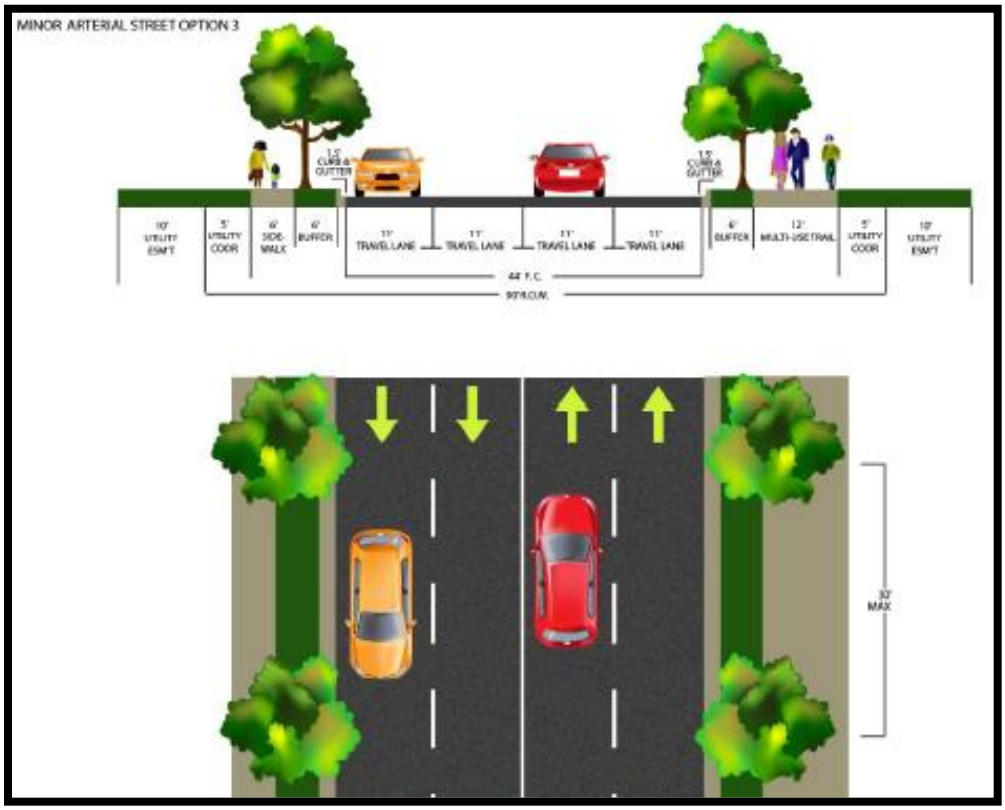
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DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).




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(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is not achieved with this rezoning considering the surrounding area is residential zoning.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop as an industrial use.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned.	

Staff Findings:

Applicant's Purpose
The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow industrial use at this location.

Rezoning this property is not consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines I-2 as follows:

I-2, general industrial district. This district is intended for the more intensive industries and those manufacturing facilities making products from raw materials. Regulations are the minimum for mutual protection between industries. Rail service is typically necessary, as is adequate highway access.

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

Department/Agency	Reports/ Comments	Status
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Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 25-09; a request to rezone property "R-1", single family medium density district, to "I-2" general industrial district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 25-09 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "R-1", single family medium density district, to "I-2" general industrial district, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

RZ-25-09 Rezoning: 4700 Industrial Drive

McAlister Engineering is seeking a rezoning on behalf of Dale Koehn for 4.9 acres located at 4700 Industrial Drive. The current zoning is R-1, single family medium density district and the requested zoning is 1-2, general industrial district.

Lonnie Roberts (Chair): Do we have the proponent for this item?
Megan McAlister (Proponent): Megan McAlister with McAlister Engineering on behalf of Koehn Contracting.

Dale Koehn (Owner): And I'm Dale Koehn the owner.

Lonnie Roberts: City Planner do you have staff comments on this?

Derrel Smith (City Planner): Yes, sir we do. If you look at the approval criteria you'll notice that they're not all green check marks but the reason for that is, because even though that area is kind of industrial already, there is no sewer service to the area. So, when they did the last land use plan they just left that as a rural area because you couldn't get sewer to it at the time. This lot doesn't need sewer. So, it does fit with the area and we are going to recommend approval with the following guidelines, the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Alright, with this being a rezoning request is there anyone here from the public who would like to add comments or ask questions regarding this rezoning? If not, I'll open up for commissioner questions or comments.

Paul Ford (Commission): What was your comment about the sewer? That it has sewer now or it doesn't?

Derrel Smith: It still does not, but this lot shouldn't need sewer as large as it is. It can operate on septic.

Paul Ford: I assume it's on septic now.

Derrel Smith: I'm sure it is.

Paul Ford: But with 5 acres it should be perked easy, depending on what's going to be used for there and their water use needs.

Derrel Smith: It shouldn't be a huge water usage. From what I understand it's not going to be a big water user.

Lonnie Roberts: Monroe you had a question?

Monroe Pointer (Commission): Yeah, so you said that's the only one in this area. Because it looks like everything on here is already.

Derrel Smith: No, it's the only one that's zoned I-2 but there's industrial uses going on in the area right now. City Water and Light has property in the area. I think they've got some kind of plan out in that area. Across the street there's more of an industrial use but they're all R-1, I mean they've probably been there forever and so they're considered a legal non-conforming use until they try to make a change.

Monroe Pointer: They would have to go through the same process?

Derrel Smith: They would have to go through the same process yes.

Lonnie Roberts: Any other questions? Commissioners?

COMMISSION ACTION:
Mr. Paul Ford made a motion to approve Case RZ: 25-09, as submitted, to the City Council with the stipulations that were read by the Planning Department:
1. The proposed site shall satisfy all requirements of the city engineer, all requirements of the current storm water drainage design manual, and floodplain regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted to, reviewed, and approved by the planning department, prior to any redevelopment of the property.
3. Any change of use shall be subject to planning department approval in the future.
The motion was seconded by Jimmy Cooper.

Roll Call Vote:
Aye: 7 – Paul Ford, Stephanie Nelson, Jeff Steiling, Kevin Bailey, Monroe Pointer, Jimmy Cooper & Dennis Zolper
Nay: 0
****

Text File

File Number: ORD-25:022

Agenda Date: **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO TC-O FOR PROPERTY LOCATED AT 2800 & 2809 GREENSBORO ROAD

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

SECTION 1. Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas, be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From: **R-1, Single-Family Medium Density District**
To: **TC-O, Town Center Overlay**

Land described as follows:

LEGAL DESCRIPTION:
TRACT-1: A PART OF THE NORTHWEST QUARTER Of SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE soyTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52132" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28157" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12147" EAST, 105.59 FEET; THENCE NORTH 59°4011811 EAST, 85.41 FEET; THENCE NORTH 61°31'38" EAST, .66.12 FEET; THENCE, NORTH 63°52'09" EAST, 104.25 FEET; THENCE, NORTH 66°04132" EAST, 57,50 FEET; THENCE, NORTH 67°46136" EAST, 52.85 FEET TO A LAG BOLT; THENCE, NORTH 00°58140" EAST, LEAVING GREENSBORO ROAD, 1534.60 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 22.52 ACRES (980,836 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT-2: A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 03°07'57" EAST, 1276.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°52132" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28157" WEST, 143.87 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD, BEING THE POINT OF BEGINNING FOR TRACT 2; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12147" EAST, 105.59 FEET; THENCE NORTH 59°40'18" EAST, 85.41 FEET; THENCE NORTH 61°31138" EAST, 66.12 FEET; THENCE, NORTH 63°52109" EAST, 104.25 FEET; THENCE, NORTH 66°04'32" EAST, 57.50 FEET; THENCE, NORTH 67°46136"EAST, 52.85 FEET TO A LAG BOLT; THENCE SOUTH 00°58140" WEST, LEAVING GREENSBORO ROAD, 1105.91 FEET TO A STATE MONUMENT; THENCE NORTH 89°55118" WEST, 471.06 FEET TO A CROSSTIE FENCE CORNER; THENCE NORTH 00°2815711 EAST, 853.17 FEET THE POINT OF BEGINNING PROPER, CONTAINING 10.76 ACRES (468,888 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SECTION II: The rezoning of this property shall adhere to the following stipulations:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Floodplain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future and the site shall comply with the existing Greensborough Village Town Center Development Guidelines.
4. The development must amend the pattern book prior to approval by the City Council to conform to the 70 percent residential to the 30 percent multi-family ratio for construction as previously approved and design guidelines as provided in the pattern book.
5. Must have a minimum of 50' buffer of existing trees on the west side of the project and parking to the interior of the project.
6. Move 10 acres of multi-family on the northeast corner of Greensborough Village to commercial and then the IO-acre tract on the southeast parcel will be multi-family.
7. No multi-family permits until the sewer permits have been approved by City Water & Light on the 10 acres.
8. Build the 55 plus community as designed by the concept presented.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: 4/8/25 Date Received: 3/17/25
Meeting Deadline: 3/17/25 Case Number: RZ-25-08

LOCATION:

Site Address: Greensboro Road, west of Canera Drive, Greensborough Village

Side of Street: Both between Canera Drive and Virgil Drive

Quarter: Northwest Section: 9 Township: 14 North Range: 4 East

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: R-1, Residential Proposed Zoning: TC-O, Town Center Over

Size of site (square feet and acres): 1,449,724 SF / 33.28 Ac. Street frontage (feet): 545' – Greensboro Rd

Existing Use of the Site: Vacant, Wooded

Character and adequacy of adjoining streets: Greensboro Road - asphalt (2 lanes)

Does public water serve the site? Yes

If not, how would water service be provided?

Does public sanitary sewer serve the site? No, Sewer Extension Required.

If not, how would sewer service be provided?

Use of adjoining properties:

North Residential

South Residential and Town Center Overlay

East Town Center Overlay - Greensborough Village

West Residential

Physical characteristics of the site: Wooded

Characteristics of the neighborhood: Residential large lots, wooded areas, Greensborough Village

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions in detail:*

(1). How was the property zoned when the current owner purchased it? Residential R-1

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary? To allow development of residential housing for 55+ owners, which is not allowed within current zoning.

(3). If rezoned, how would the property be developed and used? To develop a residential project.

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)? Single-Family Attached Housing

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?* Yes. with the current uses of the neighborhood which includes both residences and commercial developments.

(6). How would the proposed rezoning be the public interest and benefit the community? It would develop a property that has been vacant for a long period of time to provide a need to area residents.

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area? Rezoning would be consistent with the current use and character of the area.

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning? Current zoning is not compatible with the desire and much needed use for the property.

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property. This rezoning should not adversly affect any of the above.

(10). How long has the property remained vacant? Unknown.

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services? The impact should be minimal.

(12). If the rezoning is approved, when would development or redevelopment begin? Within the next 12 months.

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.* A neighborhood meeting has not been scheduled due to COVID-19. Meetings have not been done with neighbors.

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:
I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Hammerhead Consulting & Development

Address: 3791 Highway 351

City, State: Jonesboro, AR ZIP 72405

Telephone: _____

Facsimile: _____

Signature: _____

Applicant:
If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: _____

Address: _____

City, State: _____ ZIP _____

Telephone: _____

Facsimile: _____

Signature: _____

Deed: *Please attach a copy of the deed for the subject property.*

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

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Certified Mail Fee	$4.85
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☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$9.68

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JTOWN DEVELOPMENT GROUP LLC
301 W WASHINTON AVE
JONESBORO AR 72401

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DONALD CHESHIER
2006 PONDEROSA DR
JONESBORO AR 72405

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☐ Adult Signature Restricted Delivery	$
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City,

CHAPARRAL GREENSBOROUGH LLC
5545 MURRY AVE FLOOR 3
MEMPHIS TN 38119

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City, State

RALPH CHESHIER
1603 ROLESON LN
JONESBORO AR 72404

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☐ Adult Signature Restricted Delivery	$
Postage	$0.73
Total Postage and Fees	$9.68

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HERBERT & MARY PIERCE
1013 PIERCE DR
JONESBORO AR 72405

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PERRY & BRAD IVY
2912 GREENSBORO RD
JONESBORO AR 72405

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☐ Adult Signature Restricted Delivery	$
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JORDAN LIJENQUIST
2720 GREENSBORO RD
JONESBORO AR 72405

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03/28/2025

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GREENSBORO INVESTMENTS LLC
2900 BROWNS LN
JONESBORO AR 72401

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☐ Certified Mail Restricted Delivery	$
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Postage	
Total Postage and Fees	

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City, St

GRANT MCDANIEL
1104 OAK MEADOW BLVD
JONESBORO AR 72401

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ELECTRONIC RECORDING
2024R-011826
CERTIFICATE OF RECORD
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
DAVID VAUGHN, CLERK & RECORDER
07/02/2024 02:03:48 PM
RECORDING FEE: 35.00
PAGES: 5

WARRANTY DEED
(LLC)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **Stallcup Beta, LLC, an Arkansas limited liability company**, hereinafter referred to as "Grantor," for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **Hammerhead Contracting & Development, LLC, an Arkansas limited liability company**, hereinafter "Grantee," and unto Grantee's successors and assigns forever the following land, lying in Craighead County, Arkansas, to-wit:

SEE EXHIBIT A

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's successors and assigns forever, with all appurtenances thereunto belonging. Also, Grantor hereby covenants with the said Grantee, that Grantor will forever warrant and defend the title to said lands against all claims.

WITNESS Grantor's hand(s) this the 15th day of July, 20__.

Prepared under the supervision of:
Brian Blackman, PLC
1450 E. Zion Road, Suite 7
Fayetteville, AR 72703

Stallcup Beta, LLC,
an Arkansas limited liability company

By: _____
Name: James W. Stallcup III
Its: Manager

STATE OF ARKANSAS
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this day came before me, the undersigned Notary Public, within and for the County aforesaid, duly commissioned and acting, James W. Stallcup III, who stated that he was the Manager of Stallcup Beta, LLC, an Arkansas limited liability company, and that he was to me well known (or satisfactorily proven) to be the duly authorized representative of the Grantor in the foregoing Deed, and acknowledged that he had executed the same for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 1st day of July, 2024.

_____
NOTARY PUBLIC

BRIAN BLACKMAN
Notary Public-Arkansas
Washington County
My Commission Expires 04-04-2033
Commission # 12393079

After recording return to:
Brian Blackman, PLC
1450 E. Zion Road, Suite 7
Fayetteville, AR 72703

EXHIBIT A

TRACT 1:
A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST AFORESAID; THENCE SOUTH 89°35'0211 WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,639.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°36'1211 WEST, DEPARTING FROM SAID NORTH LINE, A DISTANCE OF 1,975.21 FEET TO A POINT; THENCE NORTH 88°36'5711 WEST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 53°58'1211 WEST, A DISTANCE OF 418.76 FEET TO A POINT; THENCE NORTH 34°16'4611 WEST, A DISTANCE OF 210.46 FEET TO A POINT; THENCE SOUTH 55°59'2411 WEST, A DISTANCE OF 417.62 FEET TO A POINT; THENCE SOUTH 55°43'14" WEST, A DISTANCE OF 208.70 FEET TO A POINT; THENCE SOUTH 34°16'4611 EAST, A DISTANCE OF 254.74 FEET TO A POINT: THENCE SOUTH 49°50'36" WEST, A DISTANCE OF 37.24 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°54'1311 WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 154.10 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 01 °00'5711 EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2,625.70 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 4 AFORESAID; THENCE NORTH 01 °26'0411 EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 47.10 FEET TO A POINT; THENCE NORTH 89°35'0211 EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND DEPARTING FROM SAID WEST LINE, A DISTANCE OF 988.48 FEET TO A POINT; THENCE SOUTH 00°36'1211 WEST, A DISTANCE OF 47.08 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 89°35'0211 EAST, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 2,297,835 SO. FT. OR 52.75 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT 2:
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ROAD; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 60°57'07" EAST, 73.41 FEET; THENCE NORTH 60°12'47" EAST, 105.59 FEET; THENCE NORTH 59°40'18" EAST, 85.41 FEET; THENCE NORTH 61 °31 '38" EAST, 66.12 FEET; THENCE NORTH 63°52'09" EAST, 104.25 FEET; THENCE NORTH 66°04'32" EAST, 57.50 FEET; THENCE NORTH 67°46'36" EAST, 52.85 FEET TO A LAG BOLT; THENCE NORTH 00°58'40" EAST, LEA YING GREENSBORO ROAD, 1534.60 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 22.52 ACRES (980,836 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

TRACT 3:
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ALL TRACTS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD. ALSO SUBJECT TO ALL OIL, GAS AND MINERAL RESERVATIONS OF RECORD.

STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid

File Number: 2024-1165

Grantee:	HAMMERHEAD CONTRACTING & DEVELOPMENT, LLC
Mailing Address:	534 S MAIN ST SULPHUR ROCK AR 725799766
Grantor:	STALLCUP BETA, LLC
Mailing Address:	260 E DAVIDSON ST FAYETTEVILLE AR 727013501
Property Purchase Price:	$870,000.00
Tax Amount:	$2,871.00
County:	CRAIGHEAD
Date Issued:	07/02/2024
Stamp ID:	863565824

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Professional Title As Agent

Grantee or Agent Name (signature): Kendra Goggett Date: 7-2-2024

Address: 534 S. Main St.

City/State/Zip: Sulphur Rock, AR 72579

Associated Engineering, LLC
103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 935-1263

April 3, 2025

Mr. Derrel Smith
Planning Director
City of Jonesboro
300 South Church Street
Jonesboro, AR 72401

Re: MAPC Request – Hammerhead Contracting – TC-O Request
2800 & 2809 Greensboro Road
Jonesboro, Arkansas

Dear Mr. Smith,

On behalf of Hammerhead Contracting & Development, LLC, we are requesting rezoning for property located at 2800 and 2809 Greensboro Road. The property would be rezoned under the Greensborough Village Design Standards – Town Center Overlay. According to the master plan for Greensborough Village, the area north of Greensboro Road is a single-family detached/attached design standard. The proposed rezone would follow this standard. The proposed rezone would also follow the amount of multi-family allowed within the development at no more than 30%. The total rezone acreage is 71.2 acres with 10.4 acres being multi-family – 15%.

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

Brandon Holmes, Owner
Hammerhead Contracting & Development

CITY OF JONESBORO
MAPC PROPERTY OWNER NOTIFICATION

The Metropolitan Area Planning Commission will hold a public hearing at the Municipal Building, 300 S. Church, Jonesboro, Arkansas, on:

TUESDAY, April 8, 2025 AT 5:30 P.M.

On the agenda for this meeting is a request to the Commission to approve a Zoning Request **on property within 200' of your property**. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision that you feel is unfair or unjust, you have the right to appeal the decision to City Council.

REQUEST BY: Hammerhead Contracting & Development LLC DATE: March 17, 2025

DESCRIPTION OF REQUESTED USE: From existing R-1, Single-Family Medium Density District To TC-O, Town Center Overlay District

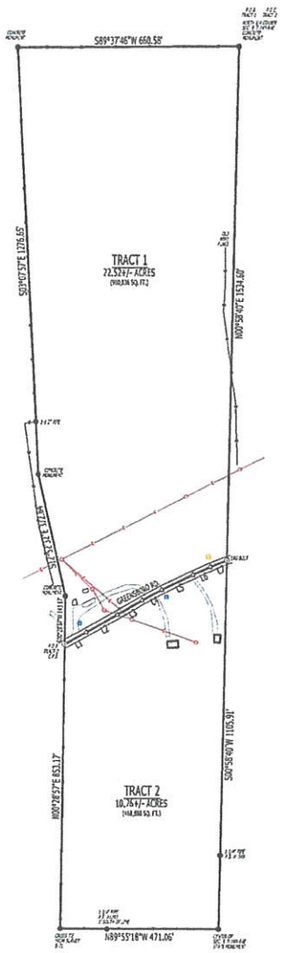
LOCATION OF REQUESTED USE: Greensboro Road at Canera Drive

In affixing my signature below, I am acknowledging my understanding of this request for a Zoning. I further understand that my signature only indicates my receipt of notification of the request for a conditional use and does not imply an approval by me or the proposed variance or appeal, unless so written by me to the Commission.

Printed Name of Property Owner within 200' (Signature) Date

Address

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church, or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.



LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET 1/2" REBAR W/P.S. 1709 CAP (OR AS NOTED)
- COMPUTED POINT (NOT MONUMENTED)
- UTILITY POLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- TELECOMMUNICATIONS PEDESTAL
- GAS METER
- BOUNDARY LINE
- OVERHEAD ELECTRIC LINE
- FENCE LINE



VICINITY MAP
(N.T.S)

LEGAL DESCRIPTION TRACT-1:

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°07'57" EAST, 1376.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°51'23" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'57" WEST, 143.83 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 67°57'07" EAST, 72.41 FEET; THENCE NORTH 60°17'47" EAST, 103.59 FEET; THENCE NORTH 59°47'18" EAST, 85.49 FEET; THENCE NORTH 61°31'38" EAST, 66.12 FEET; THENCE, NORTH 63°25'09" EAST, 104.25 FEET; THENCE, NORTH 64°04'22" EAST, 57.20 FEET; THENCE, NORTH 67°48'36" EAST, 52.85 FEET TO A LAG BOLT; THENCE, NORTH 00°58'40" EAST, LEAVING GREENSBORO ROAD, 1534.60 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 22.53 ACRES (981,836 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION TRACT-2:

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, TOWNSHIP, 14 NORTH, RANGE 04 EAST; THENCE SOUTH 89°37'46" WEST, 660.58 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°07'57" EAST, 1376.65 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°51'23" EAST, 372.84 TO A CONCRETE MONUMENT FEET; THENCE SOUTH 00°28'57" WEST, 143.83 FEET TO A COTTON PICKER SPINDLE IN GREENSBORO ROAD, BEING THE POINT OF BEGINNING FOR TRACT 2; THENCE MEANDERING WITH THE CENTERLINE OF GREENSBORO ROAD AS FOLLOWS: THENCE NORTH 67°57'07" EAST, 72.41 FEET; THENCE NORTH 60°17'47" EAST, 103.59 FEET; THENCE NORTH 59°47'18" EAST, 85.41 FEET; THENCE NORTH 61°31'38" EAST, 66.12 FEET; THENCE, NORTH 63°25'09" EAST, 104.25 FEET; THENCE, NORTH 64°04'22" EAST, 57.20 FEET; THENCE, NORTH 67°48'36" EAST, 52.85 FEET TO A LAG BOLT; THENCE SOUTH 00°58'40" WEST, LEAVING GREENSBORO ROAD, 1105.91 FEET TO A STATE MONUMENT; THENCE NORTH 89°55'18" WEST, 471.06 FEET TO A CROSSTIE FENCE CORNER; THENCE NORTH 00°28'57" EAST, 653.17 FEET THE POINT OF BEGINNING PROPER, CONTAINING 10.76 ACRES (468,888 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATION:

I, MICHAEL P. MCNEESE, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS"; AND THAT THE ABOVE DESCRIBED TRACT WAS SURVEYED UNDER MY DIRECT SUPERVISION.

LINE TABLE:

LINE #	DIRECTION	LENGTH
L1	N62°53'07"E	75.41'
L2	N60°17'47"E	103.59'
L3	N59°47'18"E	85.41'
L4	N61°31'38"E	66.12'
L5	N63°25'09"E	104.25'
L6	N64°04'22"E	57.20'
L7	N67°48'36"E	52.85'

150' 0 150' 300'
GRAPHIC SCALE 1" = 150'

BEARINGS BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

BOUNDARY SURVEY

CLIENT: GW HARPOLE HOLDINGS, LLC

JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

COMPASS SURVEYING & MAPPING, LLC
2124 S. HUTSON
JONESBORO, AR 72401
870.954.4122

DRAWING INFO	
DRAWN BY	MCN
CHECKED BY	MPM
SCALE	1"=150'
PROJECT	2124.048

REVISIONS			
DATE	BY	DESCRIPTION	

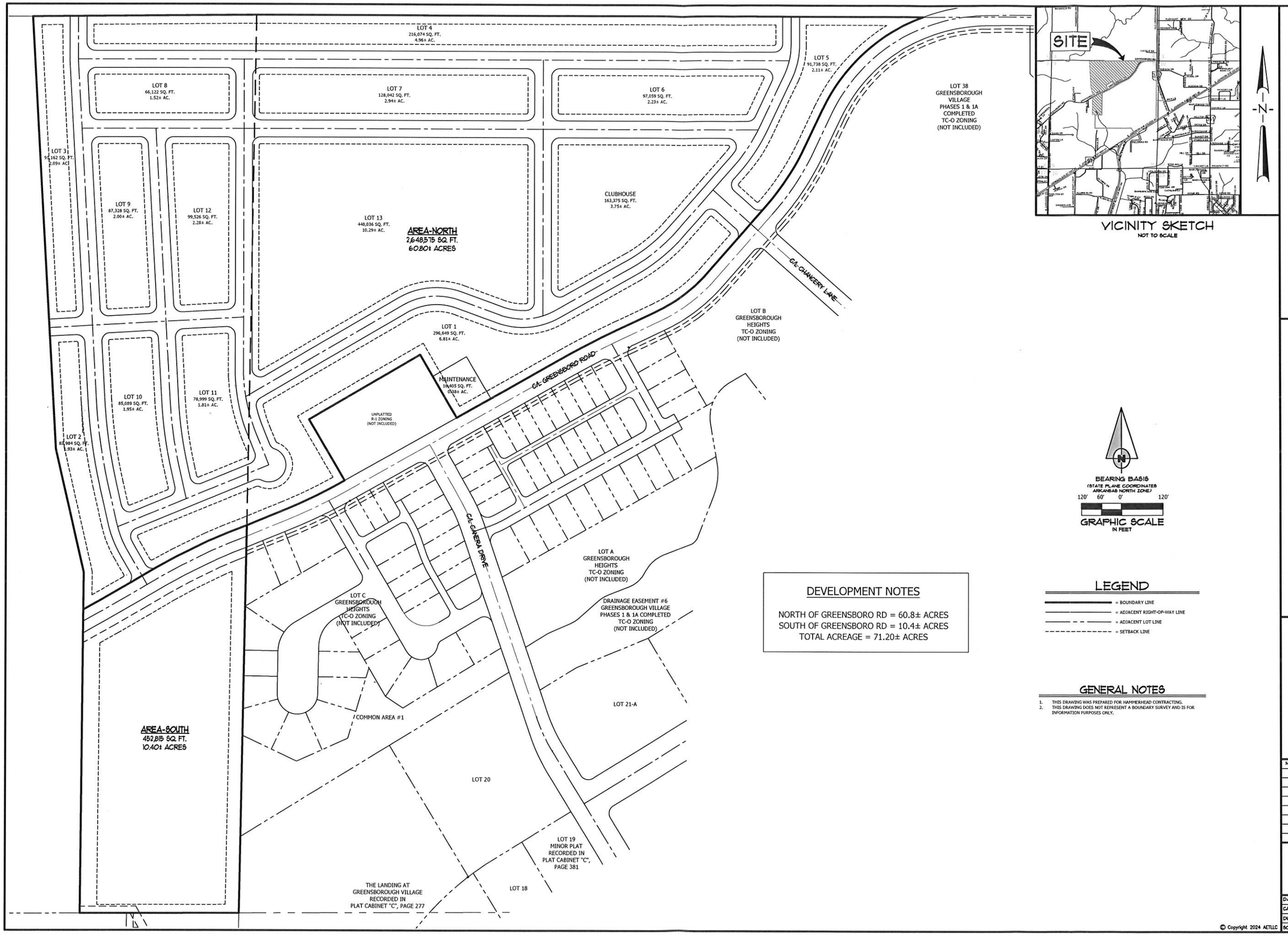
CERTIFICATE OF AUTHORIZATION
COMPASS SURVEYING & MAPPING, LLC
No. 3696
ARKANSAS

COMPASS SURVEYING & MAPPING, LLC
ARKANSAS - 3696

LICENSED
STATE OF ARKANSAS
MICHAEL P. MCNEESE
REGISTERED PROFESSIONAL SURVEYOR

MICHAEL P. MCNEESE
ARKANSAS - P.S. 1709

500-149-010-009-020-18-1709



DEVELOPMENT NOTES

NORTH OF GREENSBORO RD = 60.8± ACRES
SOUTH OF GREENSBORO RD = 10.4± ACRES
TOTAL ACREAGE = 71.20± ACRES

LEGEND

= BOUNDARY LINE
= ADJACENT RIGHT-OF-WAY LINE
= ADJACENT LOT LINE
= SETBACK LINE

GENERAL NOTES

1. THIS DRAWING WAS PREPARED FOR HAMMERHEAD CONTRACTING.
2. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR INFORMATION PURPOSES ONLY.

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HAMMERHEAD CONTRACTING
GREENSBOROUGH DEVELOPMENT
NORTH OF GREENSBORO ROAD
JONESBORO, ARKANSAS

ASSOCIATED ENGINEERING, LLC
CIVIL ENGINEERING • LAND SURVEYING
LAND PLANNING
103 SOUTH CHURCH STREET • P.O. BOX 1462
JONESBORO, AR 72403
PH: 870-932-3594 • FAX: 870-935-1263

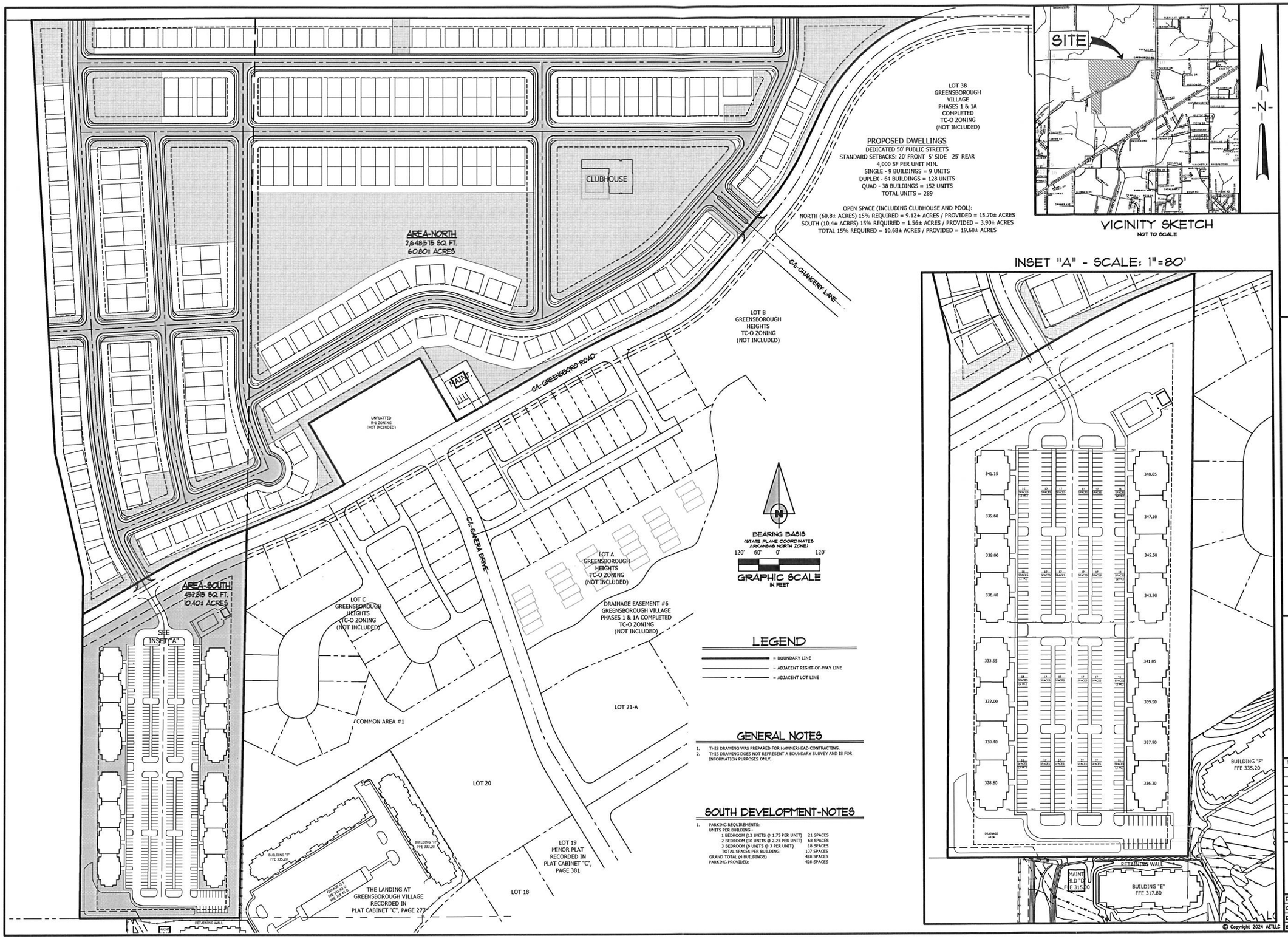
CERTIFICATE OF AUTHORIZATION
Associated Engineering & Testing, LLC
NO. 299
ARKANSAS

NO.	DESCRIPTION	DATE

PLAT SKETCH

DATE:	03/17/2025	DRAWN:	CCH
CADD FILE:	24155-CSDP-1T	CHECKED:	JME
JOB#:	0414091.00XX	SHEET	
SCALE:	1" = 120'		1 OF 2

HAMMERHEAD CONTRACTING
GREENSBOROUGH DEVELOPMENT
NORTH OF GREENSBORO ROAD
JONESBORO, ARKANSAS



PROPOSED DWELLINGS

DEDICATED 50' PUBLIC STREETS
STANDARD SETBACKS: 20' FRONT 5' SIDE 25' REAR
4,000 SF PER UNIT MIN.
SINGLE - 9 BUILDINGS = 9 UNITS
DUPLEX - 64 BUILDINGS = 128 UNITS
QUAD - 38 BUILDINGS = 152 UNITS
TOTAL UNITS = 289

OPEN SPACE (INCLUDING CLUBHOUSE AND POOL):
NORTH (60.8± ACRES) 15% REQUIRED = 9.12± ACRES / PROVIDED = 15.70± ACRES
SOUTH (10.4± ACRES) 15% REQUIRED = 1.56± ACRES / PROVIDED = 3.90± ACRES
TOTAL 15% REQUIRED = 10.68± ACRES / PROVIDED = 19.60± ACRES

VICINITY SKETCH
NOT TO SCALE

LEGEND

= BOUNDARY LINE
= ADJACENT RIGHT-OF-WAY LINE
= ADJACENT LOT LINE

GENERAL NOTES

1. THIS DRAWING WAS PREPARED FOR HAMMERHEAD CONTRACTING.
2. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR INFORMATION PURPOSES ONLY.

SOUTH DEVELOPMENT-NOTES

1. PARKING REQUIREMENTS:

UNITS PER BUILDING -	
1 BEDROOM (12 UNITS @ 1.75 PER UNIT)	21 SPACES
2 BEDROOM (30 UNITS @ 2.25 PER UNIT)	68 SPACES
3 BEDROOM (6 UNITS @ 3 PER UNIT)	18 SPACES
TOTAL SPACES PER BUILDING	107 SPACES
GRAND TOTAL (4 BUILDINGS)	428 SPACES
PARKING PROVIDED:	428 SPACES

INSET "A" - SCALE: 1"=80'

© Copyright 2024 AETLLC

ASSOCIATED ENGINEERING, LLC
CIVIL ENGINEERING • LAND SURVEYING
LAND PLANNING
103 SOUTH CHURCH STREET • P.O. BOX 1462
JONESBORO, AR 72403
PH: 870-932-3594 • FAX: 870-935-1263

CERTIFICATE OF AUTHORIZATION
Associated Engineering & Testing, LLC
NO. 299
ARKANSAS

NO.	DESCRIPTION	DATE

CONCEPTUAL LAYOUT

DATE:	03/17/2025	DRAWN:	CCH
CADD FILE:	24155-CSDP-1T	CHECKED:	JME
DWG#	0414091.00XX	SHEET	
SCALE:	1" = 120'	2 OF 2	

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 25-08, 2800 & 2809 Greensboro Road

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on April 8, 2025

REQUEST: To consider a rezoning of two tracts of land containing 33.28+/- acres

PURPOSE: A request to consider recommendation to Council for a rezoning from "R-1", single family medium density district, to "TC-O", town center overlay.

APPLICANT: Hammerhead Contracting & Development LLC, 3791 Hwy 351, Jonesboro, AR, 72405

OWNER: Same

LOCATION: 2800 & 2809 Greensboro Road

SITE DESCRIPTION: **Tract Size:** Approx. 33.28 Acres
Street Frontage: Approx. 545 ft. (each lot) on Greensboro Road

Existing Development: Vacant/Wooded

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 – Vacant
South	TC-O – Greensborough Village
East	TC-O – Greensborough Village
West	R-1 –Residential

HISTORY: Vacant

ZONING ANALYSIS:

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

Comprehensive Plan Land Use Map:
The Current/Future Land Use Map recommends this location as a **Low Intensity** (2800 Greensboro Rd) and **High Intensity** (2809 Greensboro Rd**)** Growth Sectors.

Low Intensity - Low intensity uses take place in areas where transportation arteries are fewer and services like sewer are more sparse. Additionally, many Jonesboro residents have moved to areas of low intensity development because they like it that way, so that one of the major intents of this sector is to preserve the more laid-back feel to residential life. As a result, limited commercial development, primarily at the crossroads of arterials and collectors, is allowed. Where commercial development is allowed, it should be of higher quality construction materials and design. Also, limits on hours of operation, lighting standards, screening from residential uses, etc. are appropriate.

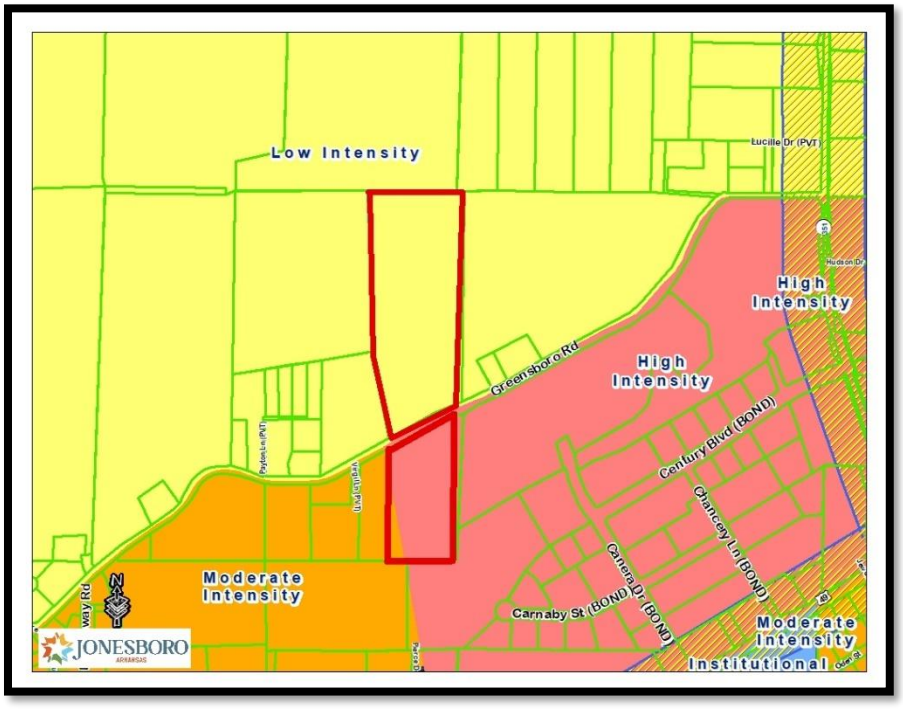
Typical Land Uses:

- Moderate to large lot single family residential developments Neighborhood markets
- Neighborhood convenience stores
- Neighborhood services (dry cleaners, carwashes, small banks) Senior Living Centers/Nursing Homes, etc.
- Stable

Density: Single Family Residential on 1/5 to 5 acre lots

Height: 40 feet

Traffic: Approximately 100 peak hour trips (Commercial Only)



High Intensity - A wide range of land uses is appropriate in the high intensity zone, from multi-family to fast food to Class A office space to outdoor display/highway oriented businesses like automotive dealerships, because they will be located in areas where sewer service is readily available and transportation facilities are equipped to handle the traffic.

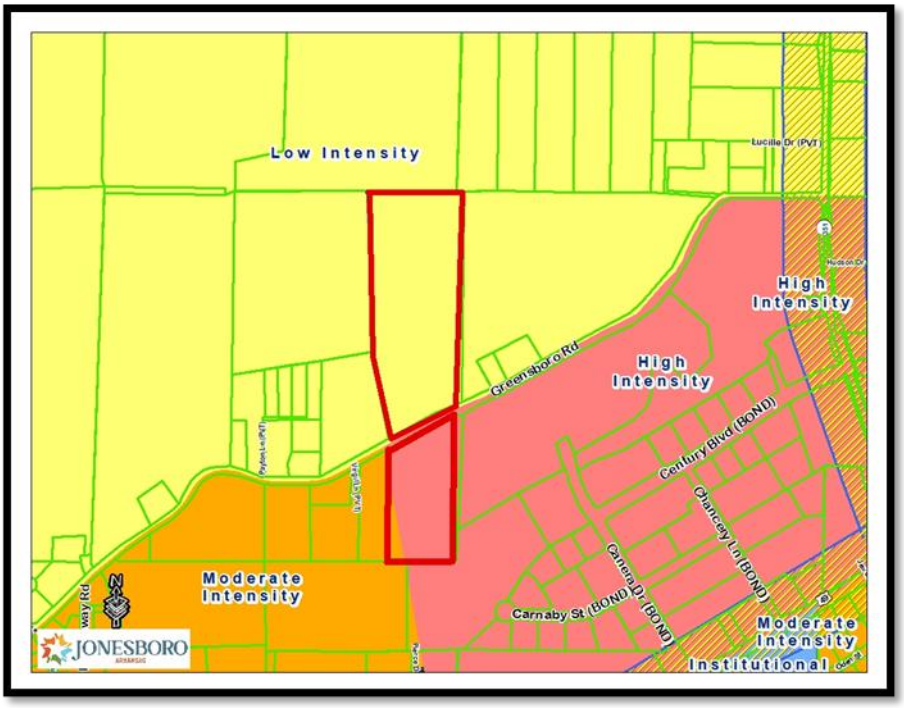
Typical Land Uses:

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

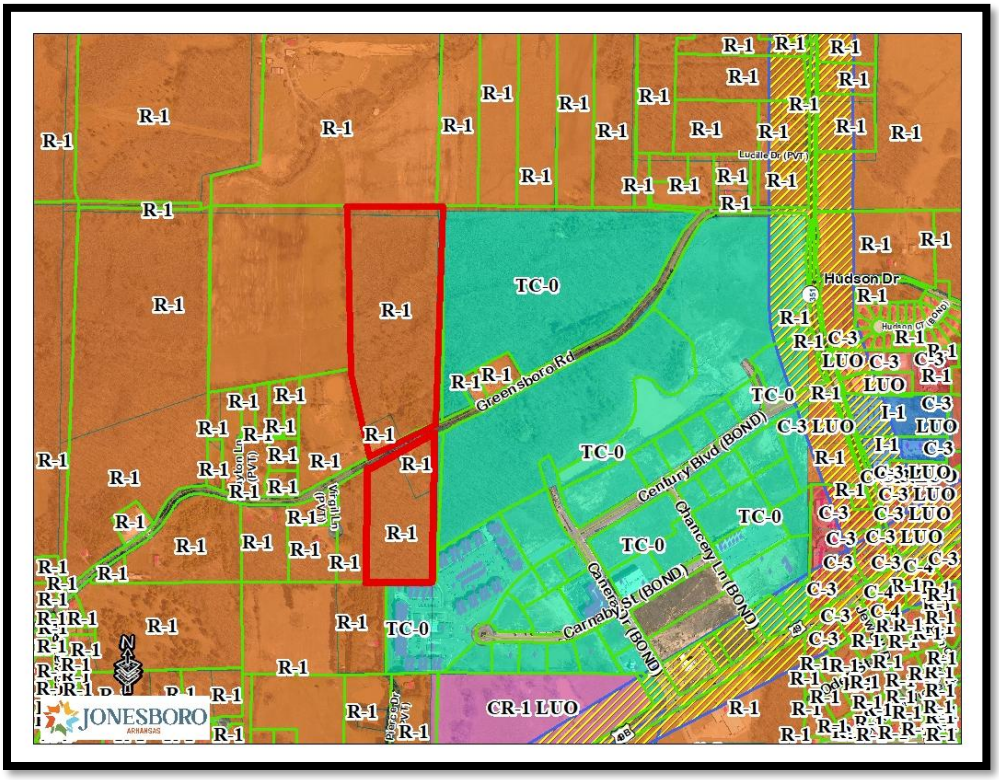
Density: Multi-family 8-14 Dwelling Units per acre

Height: 150 feet

Traffic: This will be located along arterial streets with high traffic volume.



Land Use Map



Zoning Map

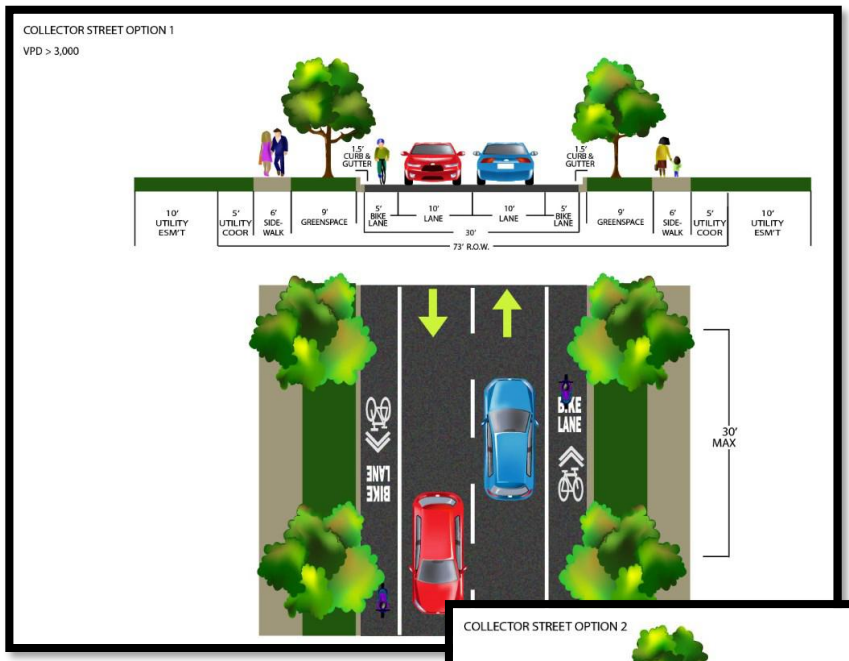
Master Street Plan/Transportation

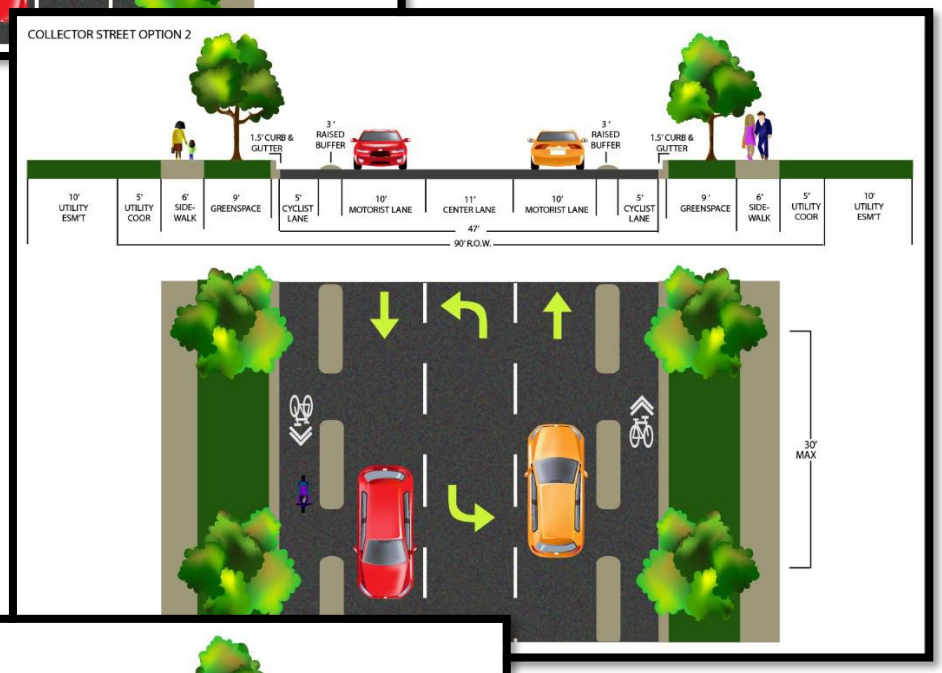
The subject property will be served by Greensboro Road. The Master Street Plan classifies this road as a Collector.

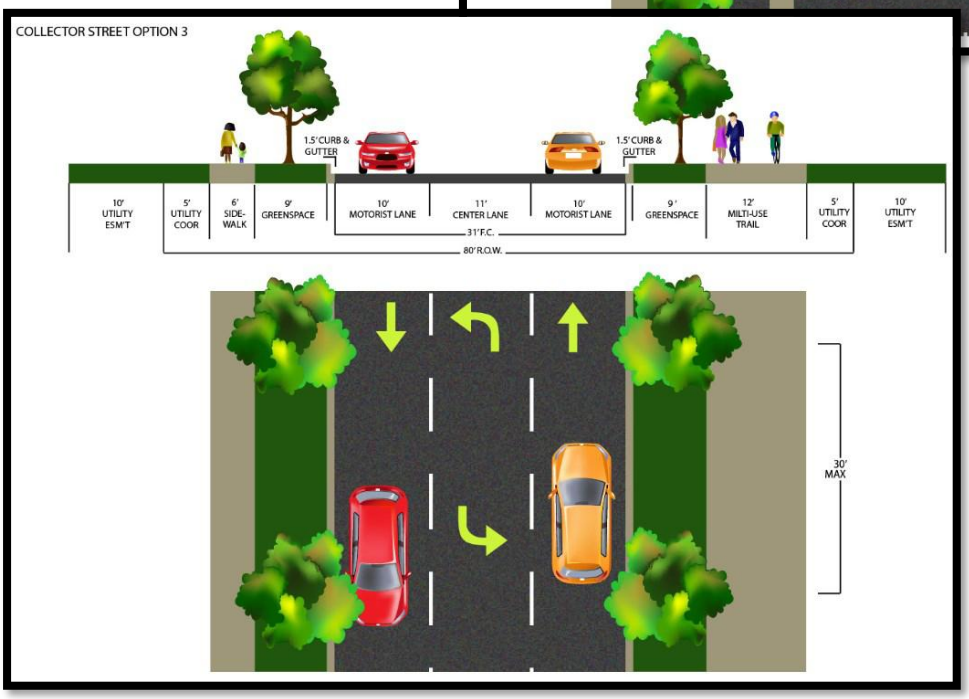
Collectors provide for traffic movement between arterials and local streets. They carry moderate traffic volumes over moderate distances and have a higher degree of property access than arterials.

FUNCTION: A Collector Street is the traffic connection from Local Streets to Arterials, with the secondary function of providing access to adjoining property. The Collector system should not be continuous but should direct traffic to Arterials. This class of road is generally at a spacing of a quarter mile. At the time of the subdivision, the exact location and additional need for Collectors will be determined by the MAPC upon advice of the City Staff.

DESIGN: Cross-section selection shall be based on anticipated traffic volume and speed limit, or traffic impact analysis, if applicable. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).


COLLECTOR STREET OPTION 1
VPD > 3,000
1.5' CURB & GUTTER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
5' BIKE LANE
10' LANE
10' LANE
5' BIKE LANE
9' GREENSPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
30'
73' R.O.W.
BIKE LANE
BIKE LANE
30' MAX


COLLECTOR STREET OPTION 2
1.5' CURB & GUTTER
3' RAISED BUFFER
3' RAISED BUFFER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
5' CYCLIST LANE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
5' CYCLIST LANE
9' GREENSPACE
6' SIDE-WALK
5' UTILITY COOR
10' UTILITY ESM'T
47'
90' R.O.W.
30' MAX


COLLECTOR STREET OPTION 3
1.5' CURB & GUTTER
1.5' CURB & GUTTER
10' UTILITY ESM'T
5' UTILITY COOR
6' SIDE-WALK
9' GREENSPACE
10' MOTORIST LANE
11' CENTER LANE
10' MOTORIST LANE
9' GREENSPACE
12' MILTI-USE TRAIL
5' UTILITY COOR
10' UTILITY ESM'T
31' F.C.
80' R.O.W.
30' MAX

Approval Criteria- Chapter 117 - Amendments:

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

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan. The property is located in the low and high intensity growth sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential and town center overlay districts.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop as a town center overlay.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned since the area is already equipped to handle residential uses.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "R-1" single family medium density. The applicant is applying for a rezoning to allow a town center overlay at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines TC-O as follows:

TC-O—*Town center overlay district.*
(1) *General purpose.* The purpose of the TC-O, town center overlay district, is to promote the development of a pedestrian oriented, mixed use district in which a variety of complementary retail, commercial, office, civic, and residential uses are permitted. The intent of the TC-O regulations are to:

a. Preserve, enhance, or create many forms of publicly accessible open space, such as parks, plazas, water features, tree-lined streets and community gathering areas.
b. Create a compact concentration of land uses within each development through multiple uses in a single building, or in the same general area.
c. Encourage a sense of place through street level activity by allowing the imaginative and efficient utilization of land and to develop a sense of community by promoting year-round pedestrian and outdoor activities at the street level.
d. Reduce the dependence upon and dominance of the automobile through street design, shared parking, pedestrian scaled buildings and pedestrian pathways and spaces.
e. Achieve a unique aesthetic design through high quality architecture and construction with attention to placement, relationship and orientation of structures to provide a greater compatibility with surrounding land uses.

Departmental/Agency Reviews:

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

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	CWL
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 24-15 a request to rezone property "R-1", single family medium density, to "TC-O" town center overlay; the following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

4. The site shall comply with the existing Greensborough Village Town Center Development Guidelines.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 25-08 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "R-1", single family medium density, to "TC-O" town center overlay, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 06/12/2025 09:43 AM
Receipt Print Date 06/12/2025

Receipt # 00262769
Batch # 00012.06.2025

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	486.00
Detail:	
01-000-0150-00	
Proof of Publication Rezone	486.00
Total	486.00

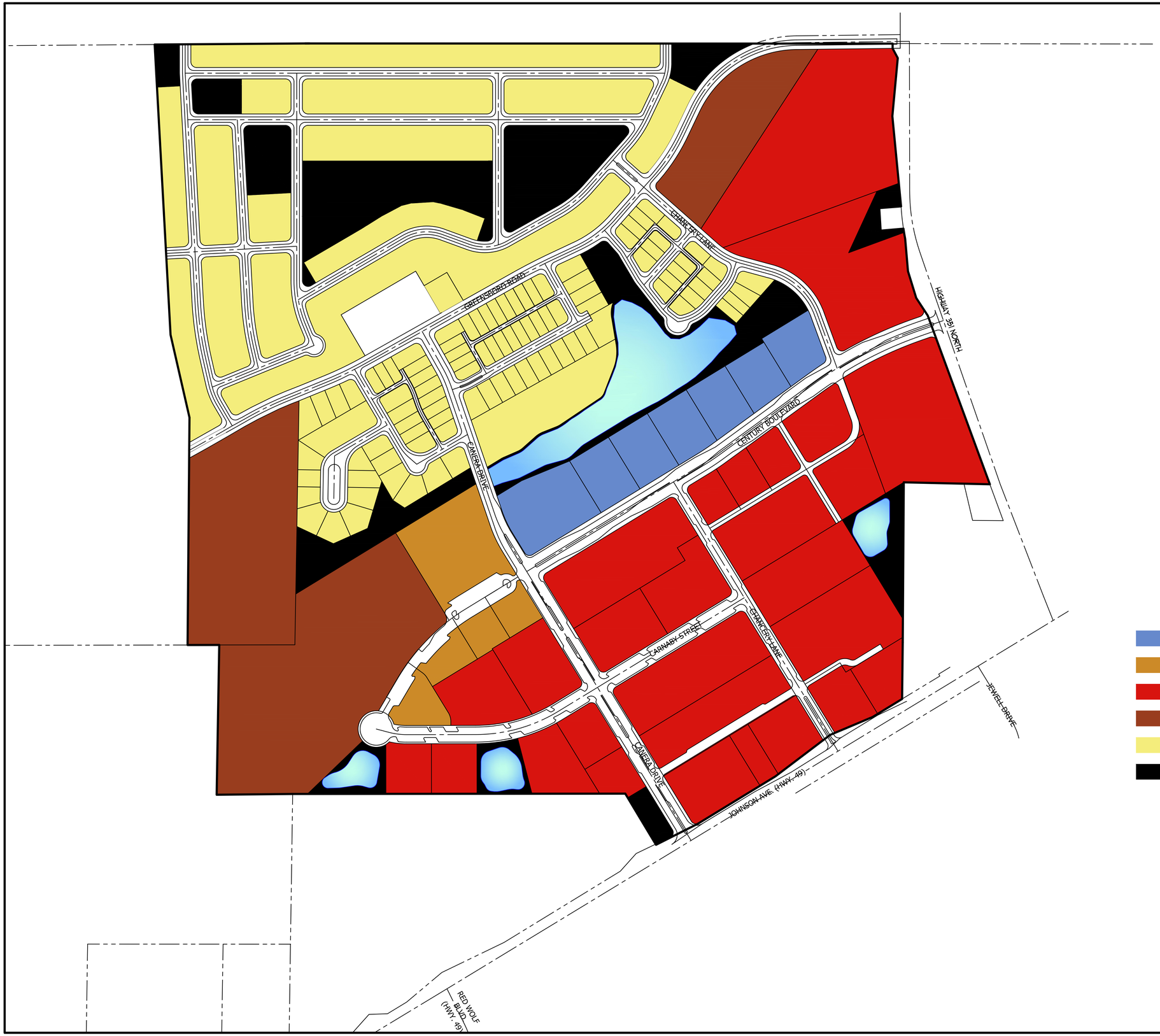
Payment Information:

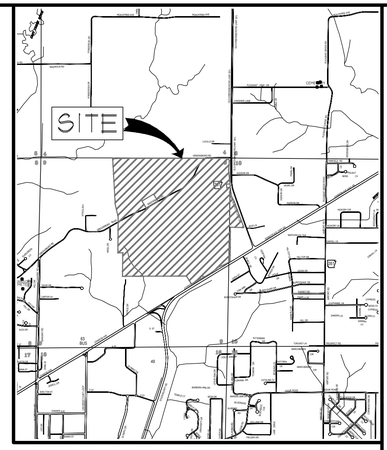
Check	4812	486.00
Change		0.00

Hammerhead Contracting
Customer #: 000000

,

Cashier: ALCooksey
Station: ALCOOKSEY





BEARING BASIS
(STATE PLANE COORDINATES
ARKANSAS NORTH ZONE)

200' 100' 0' 200'

GRAPHIC SCALE
IN FEET

PROPOSED USES

- OFFICE
- OFFICE / RETAIL
- COMMERCIAL
- MULTI-FAMILY
- SINGLE FAMILY
- GREENSPACE / COMMON SPACE

GREENSBOROUGH VILLAGE

GREENSBOROUGH INVESTMENTS, LLC

U.S. HIGHWAY 49 (JOHNSON AVE.)

JONESBORO, ARKANSAS

ASSOCIATED ENGINEERING, LLC

CIVIL ENGINEERING • LAND SURVEYING
LAND PLANNING

103 SOUTH CHURCH STREET • P.O. BOX 1462
JONESBORO, AR 72403
PH: 870-932-3594 • FAX: 870-935-1263

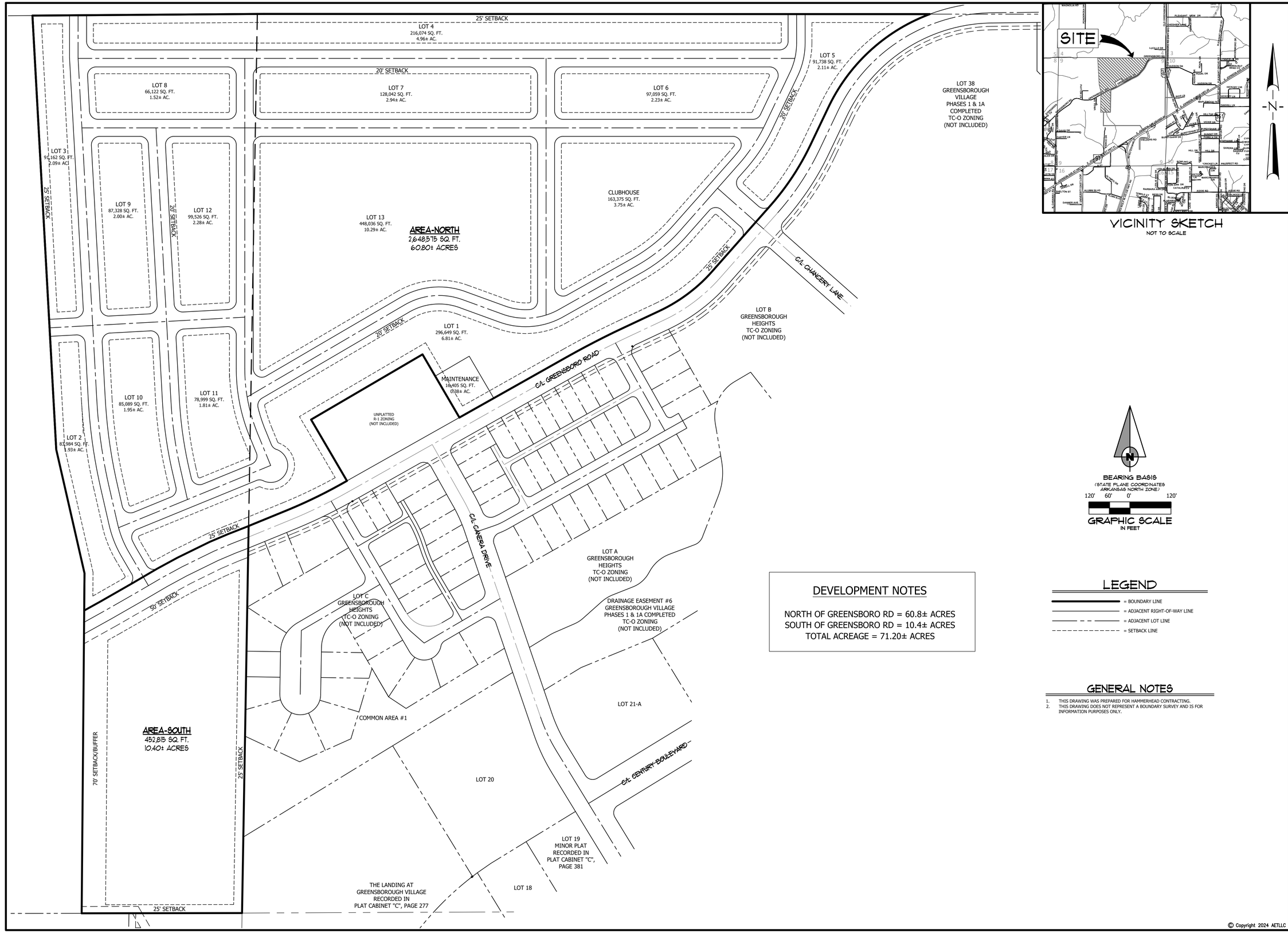
CERTIFICATE OF AUTHORIZATION
Associated Engineering & Testing, LLC
NO. 299
ARKANSAS

NO.	DESCRIPTION	DATE

UPDATED MASTER PLAN SKETCH

DATE:	04/30/2025	DRAWN:	CCH
CADD FILE:	14106-SDP-UM-R3	CHECKED:	JME
DWG#:	0414091.0006	SHEET	
SCALE:	1" = 200'		1 OF 1

© Copyright 2025 AETLLC



VICINITY SKETCH
NOT TO SCALE

BEARING BASIS
(STATE PLANE COORDINATES
ARKANSAS NORTH ZONE)

120' 60' 0' 120'

GRAPHIC SCALE
IN FEET

DEVELOPMENT NOTES

NORTH OF GREENSBORO RD = 60.8± ACRES
SOUTH OF GREENSBORO RD = 10.4± ACRES
TOTAL ACREAGE = 71.20± ACRES

LEGEND

= BOUNDARY LINE
= ADJACENT RIGHT-OF-WAY LINE
= ADJACENT LOT LINE
= SETBACK LINE

GENERAL NOTES

1. THIS DRAWING WAS PREPARED FOR HAMMERHEAD CONTRACTING.
2. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR INFORMATION PURPOSES ONLY.

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HAMMERHEAD CONTRACTING
GREENSBOROUGH DEVELOPMENT
NORTH OF GREENSBORO ROAD
JONESBORO, ARKANSAS

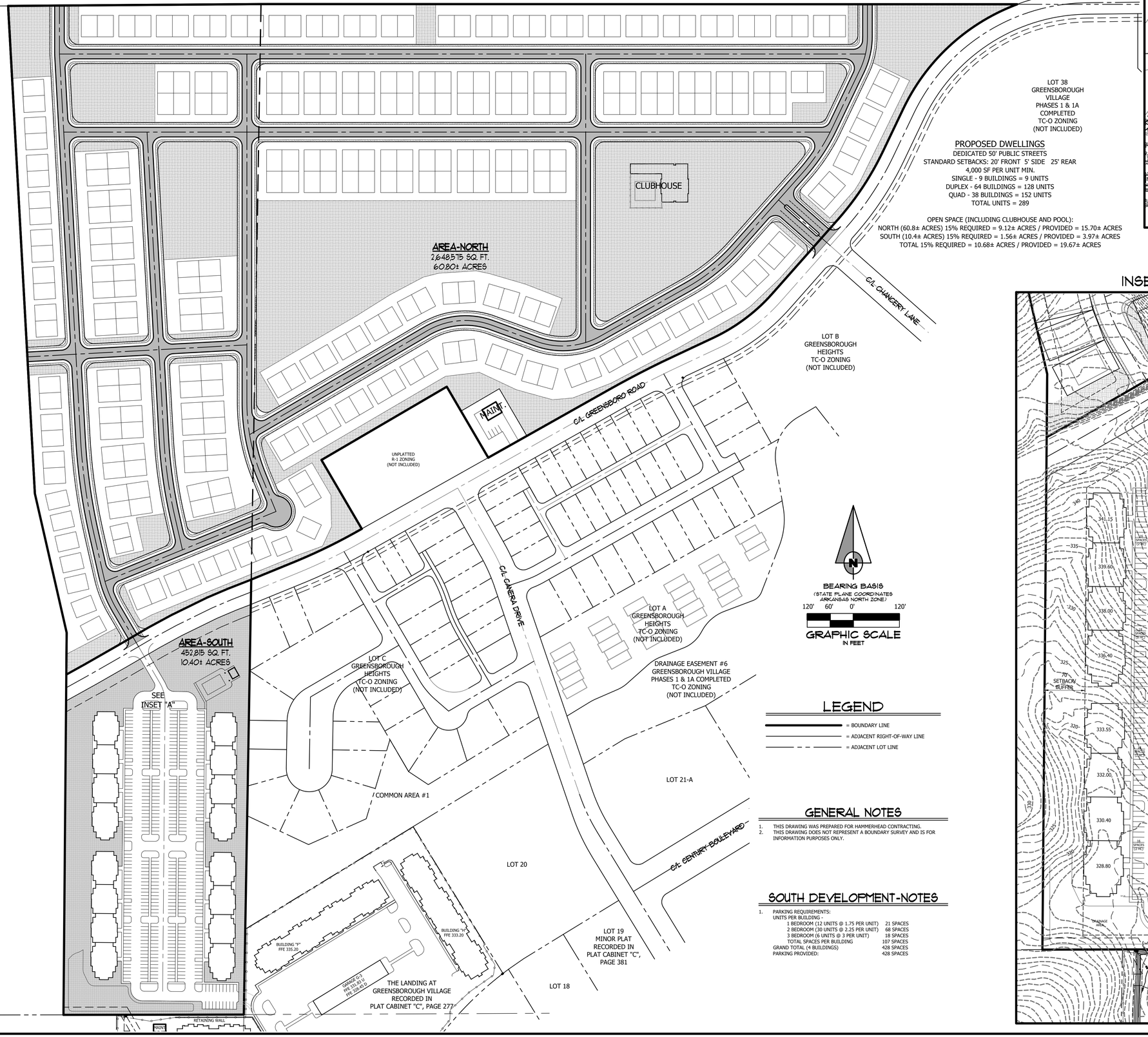
ASSOCIATED ENGINEERING, LLC
CIVIL ENGINEERING • LAND SURVEYING
LAND PLANNING
103 SOUTH CHURCH STREET • P.O. BOX 1462
JONESBORO, AR 72403
PH: 870-932-3594 • FAX: 870-935-1263

CERTIFICATE OF AUTHORIZATION
Associated Engineering & Testing, LLC
NO. 299
ARKANSAS

NO.	DESCRIPTION	DATE
	C:\My Documents\KLS.tif	

PLAT SKETCH

DATE:	06/10/2025	DRAWN:	CCH
CADD FILE:	24155-CSDP-1U	CHECKED:	JME
DWG#:	0414091.00XX	SHEET	
SCALE:	1" = 120'	1 OF 2	



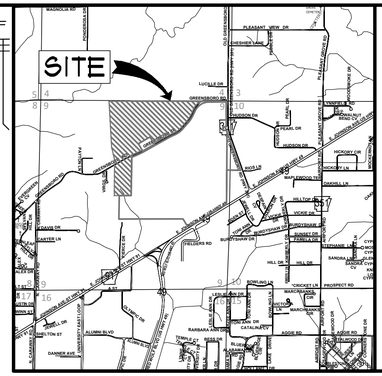
GENERAL NOTES

1. THIS DRAWING WAS PREPARED FOR HAMMERHEAD CONTRACTING.
2. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR INFORMATION PURPOSES ONLY.

SOUTH DEVELOPMENT-NOTES

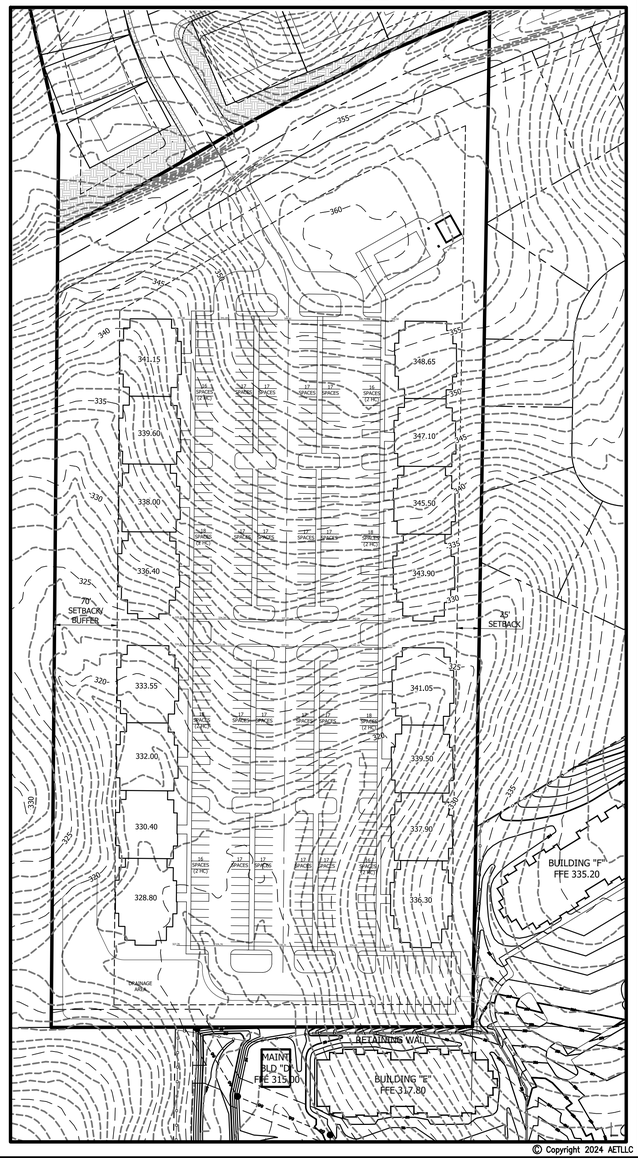
1. PARKING REQUIREMENTS:

UNITS PER BUILDING -	
1 BEDROOM (12 UNITS @ 1.75 PER UNIT)	21 SPACES
2 BEDROOM (30 UNITS @ 2.25 PER UNIT)	68 SPACES
3 BEDROOM (6 UNITS @ 3 PER UNIT)	18 SPACES
TOTAL SPACES PER BUILDING	107 SPACES
GRAND TOTAL (4 BUILDINGS)	428 SPACES
PARKING PROVIDED:	428 SPACES



VICINITY SKETCH
NOT TO SCALE

INSET "A" - SCALE: 1"=80'



© Copyright 2024 AETLLC

HAMMERHEAD CONTRACTING
GREENSBOROUGH DEVELOPMENT
NORTH OF GREENSBORO ROAD
JONESBORO, ARKANSAS

ASSOCIATED ENGINEERING, LLC
CIVIL ENGINEERING • LAND SURVEYING
LAND PLANNING
103 SOUTH CHURCH STREET • P.O. BOX 1462
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PH: 870-932-3594 • FAX: 870-935-1263

Associated Engineering & Testing, LLC
NO. 299
CERTIFICATE OF AUTHORIZATION
ARKANSAS

NO.	DESCRIPTION	DATE
	C:\My Documents\KLS.tif	

CONCEPTUAL LAYOUT

DATE:	06/10/2025	DRAWN:	CCH
CADD FILE:	24155-CSDP-1U	CHECKED:	JME
PROJ#:	0414091.00XX	SHEET	
SCALE:	1" = 120'		2 OF 2

Text File

File Number: ORD-25:012

Agenda Date: **Version:** 1 **Status:** Third Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS

NOW BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO ARKANSAS to make the following changes as recommended by the Traffic Control Committee:

Section 1:
ESTABLISH 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATION:

Oakdale Street (Matthews to Nettleton)
Gloucester Drive
Gloucester Close
Slimbridge Drive
Cater Drive
Smithfield Drive
Laura Lea
Mockernut Lane
Minga Lane

INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS:

On Court Street at Manila Street
On Boydston Street at Manila Street
On East Street at Monroe Ave
On Walnut Street at Cherry Street

Section 2:
REPEAL ANY PART OF ORDINANCES 58:1776, 69:2612, 62:2752, 58:1776 and 58:1768 that are in conflict with this ordinance.

Agenda Date: **Version:** 1 **Status:** Third Reading

In Control: Public Safety Council Committee **File Type:** Ordinance

AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO ARKANSAS TO MAKE THE FOLLOWING CHANGES AS RECOMMENDED BY THE TRAFFIC CONTROL COMMITTEE:

ESTABLISH 25 MPH SPEED LIMIT AT THE FOLLOWING LOCATIONS:
Dalton Farmer Drive
Fox Road
Silverstone Drive
Copperstone Drive
Whitestone Drive
Orval Orlan Drive

INSTALL STOP SIGNS AT THE FOLLOWING LOCATIONS:
An all-way stop at Rains and East Oak Avenue
On Antosh Circle at Colony Drive
On Charleston at Brookstone
On Silverstone at Brookstone
on Copperstone at Brookstone
On Copperstone at Whitestone

Agenda Date: **Version:** 1 **Status:** Third Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO VACATE AND ABANDON AN ALLEY LOCATED IN BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

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

SECTION ONE: Subject to the Effective Date stated in Section Two, the City of Jonesboro, Arkansas, hereby releases, vacates and abandons all of its rights, together with the rights of the public generally, in and to the alley located in Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, as follows:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00°

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SECTION TWO: This Ordinance shall go into effect upon the recording of a private easement in favor of City Water & Light to accommodate an existing sewer main in the said alley (the “Effective Date”)

SECTION THREE: A copy of the ordinance duly certified by the City Clerk shall be filed in the office of the recorder of Craighead County, Arkansas, and shall be filed in the Deed Records of such office.

THE GIBSON FIRM

Robert J. Gibson, PLLC
593 S. Madison St., Jonesboro, Arkansas 72401

April 24, 2025

Casey Rickey, Manager, ROW
AT&T Arkansas
723 S. Church.
Jonesboro, AR 72401
CR886S@att.com

Via Email Only

Re: Alley Abandonment

Dear Mr. Rickey:

On behalf of First United Methodist Church, Jonesboro, Arkansas, we are requesting approval for the abandonment of an alley located in block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, as shown on the attached drawing. The alley we are requesting to abandon is legally described as follows:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

870-520-6461 | 870-520-6463 | rgibson@gibsonfirm.legal

Please contact me if you have any questions or comments regarding this request. My telephone number is (870) 520-6461.

Sincerely,

THE GIBSON FIRM

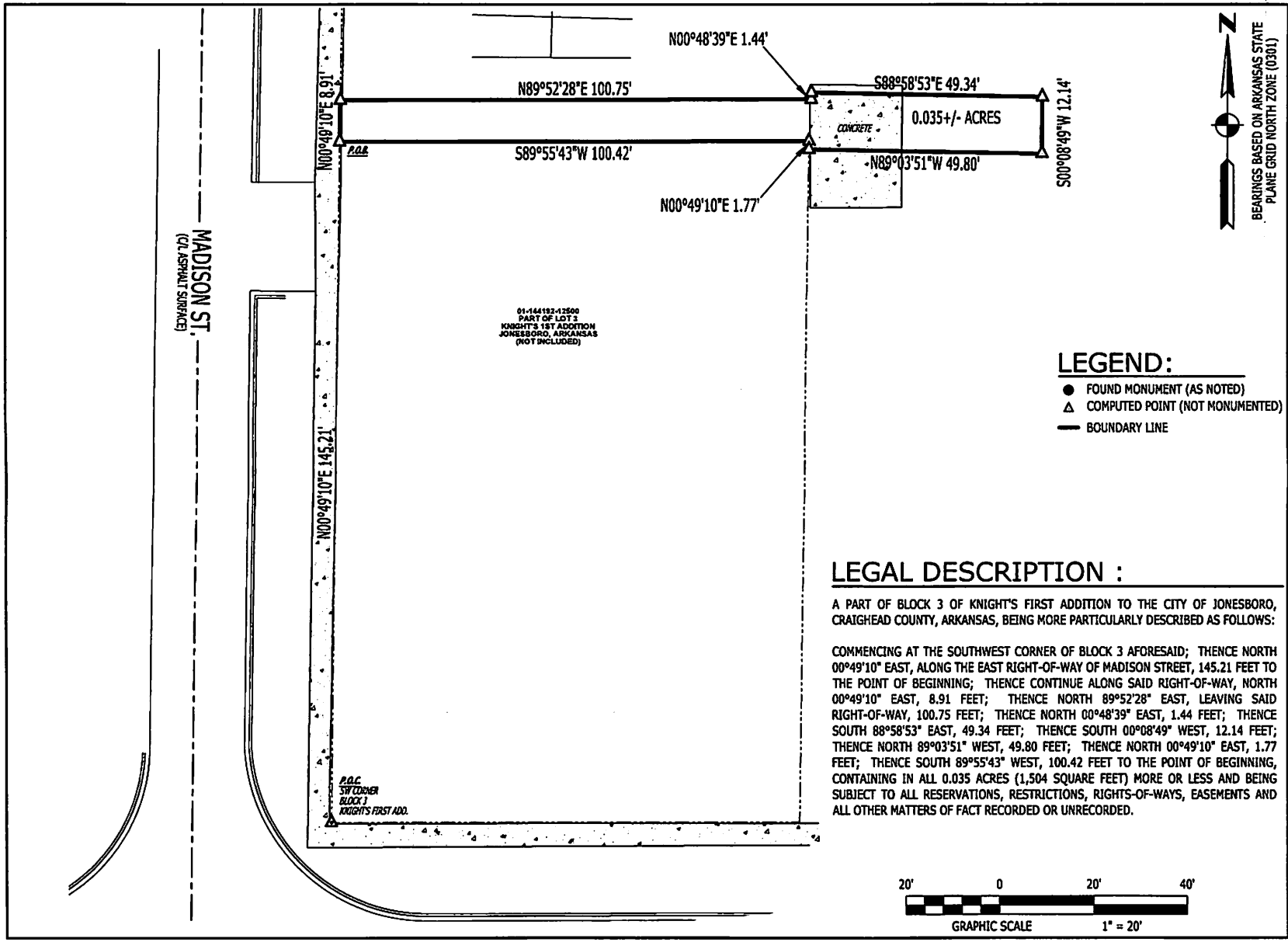
Robert J. Gibson

RJG/bb
Enclosure

I, Casey Rickey (print name), concur in the abandonment of the alley located in Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas.

Casey Rickey

Casey Rickey (signature)
AT&T Arkansas, Manager, ROW



LEGAL DESCRIPTION :

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00°49'10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, NORTH 00°49'10" EAST, 8.91 FEET; THENCE NORTH 89°52'28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00°48'39" EAST, 1.44 FEET; THENCE SOUTH 88°58'53" EAST, 49.34 FEET; THENCE SOUTH 00°08'49" WEST, 12.14 FEET; THENCE NORTH 89°03'51" WEST, 49.80 FEET; THENCE NORTH 00°49'10" EAST, 1.77 FEET; THENCE SOUTH 89°55'43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

COMPASS SURVEYING & MAPPING, LLC
2713 E. NETTLETON
JONESBORO, AR 72401
870-565-6522

LEGAL DEPICTION

CLIENT: FUMC

PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

CERTIFICATE OF AUTHORIZATION
COMPASS SURVEYING & MAPPING, LLC
No. 3696
ARKANSAS

LICENSED
STATE OF ARKANSAS
NO. 1709
SIGNATURE
11/19/2024
MICHAEL P. McNEESE
PROFESSIONAL SURVEYOR

DRAWING INFO	
DRAWN BY: MPM	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: FUMC

REVISIONS

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: 4/28/2025

Requested Abandonment: Alley Abandonment

Legal Description:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

UTILITY COMPANY COMMENTS:

[x] No objections to the abandonment(s) described above.

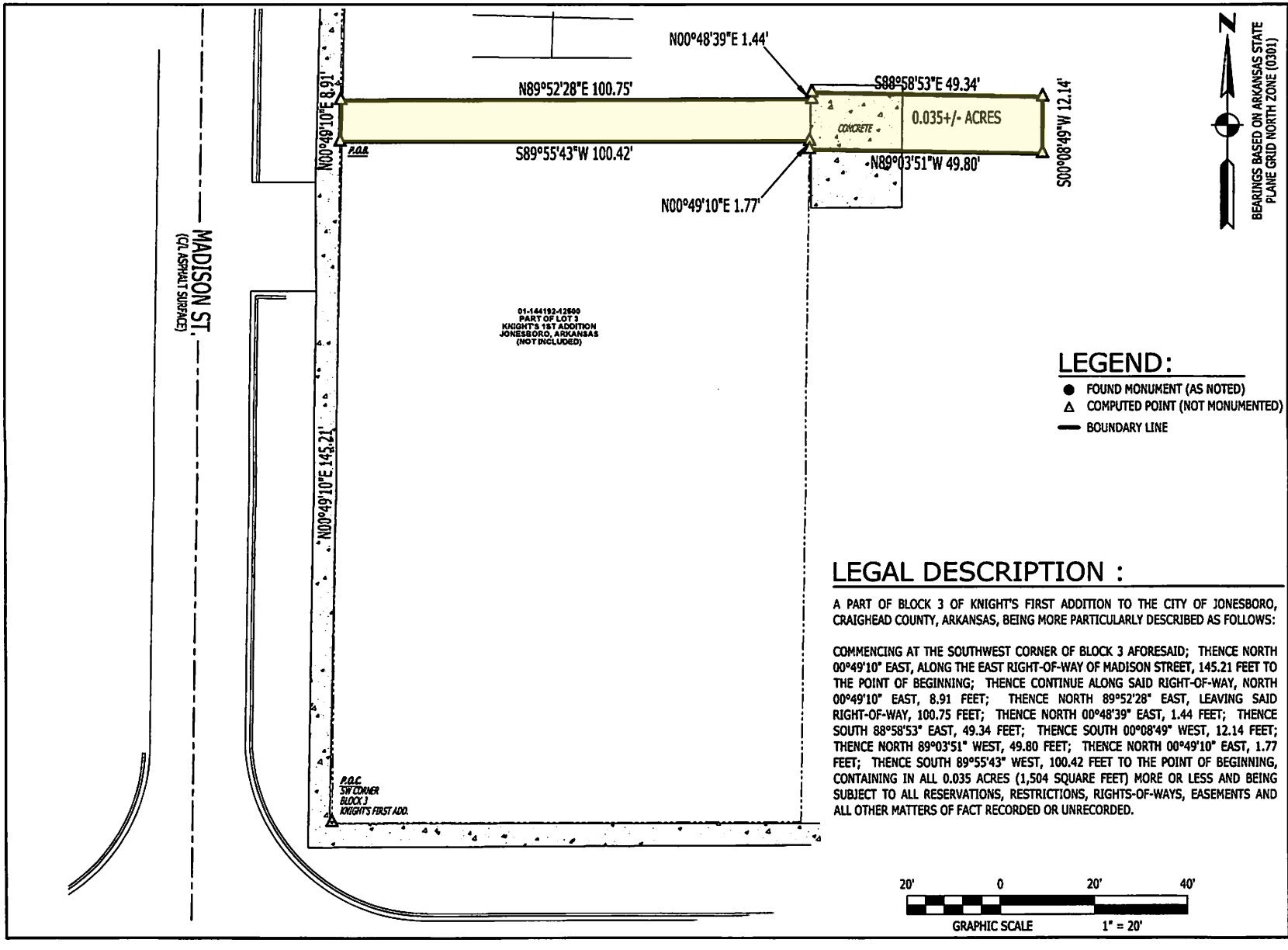
[ ] No objections to the abandonment (s) described above, provided the following easements are retained (Exhibit A).

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

Described reasons for objection or easements to be retained.

Grace Hohnbaum — Engineer

Signature of Utility Company Representative — Title



LEGAL DESCRIPTION :

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00°49'10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, NORTH 00°49'10" EAST, 8.91 FEET; THENCE NORTH 89°52'28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00°48'39" EAST, 1.44 FEET; THENCE SOUTH 88°58'53" EAST, 49.34 FEET; THENCE SOUTH 00°08'49" WEST, 12.14 FEET; THENCE NORTH 89°03'51" WEST, 49.80 FEET; THENCE NORTH 00°49'10" EAST, 1.77 FEET; THENCE SOUTH 89°55'43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

COMPASS SURVEYING & MAPPING, LLC
2713 E. NETTLETON
JONESBORO, AR 72401
870-565-6522

LEGAL DEPICTION

CLIENT: FUMC

PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

CERTIFICATE OF AUTHORIZATION
COMPASS SURVEYING & MAPPING, LLC
No. 3696
ARKANSAS

LICENSED
STATE OF ARKANSAS
NO. 1709
SIGNATURE
11/19/2024
MICHAEL P. McNEESE
PROFESSIONAL SURVEYOR

DRAWING INFO	
DRAWN BY: MPM	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: FUMC

REVISIONS

From:	Doug Williams
To:	Brook Boatman
Cc:	Robert Gibson
Subject:	Re: First United Methodist Church, Jonesboro, Arkansas - Alley Abandonment
Date:	Monday, April 28, 2025 10:16:38 AM
Attachments:	Outlook-Graphical .png Outlook-ygwido2e.png

Good morning,

Craighead Electric and 3E8 Broadband Solutions DBA em**power** Delivered by Craighead Electric do not have infrastructure in this area.

Thank you,

Doug Williams

Fiber Plant Coordinator
4314 Stadium Blvd.
Jonesboro, AR 72404
870.476.0803

Craighead Electric Cooperative Corporation
Member Driven · Service Focused · It's What We Do Everyday

empower DELIVERED BY CRAIGHEAD ELECTRIC

From: Brook Boatman <bboatman@gibsonfirm.legal>
Sent: Thursday, April 24, 2025 5:28 PM
To: Doug Williams <DWilliams@CraigheadElectric.coop>
Cc: Robert Gibson <rgibson@gibsonfirm.legal>
Subject: First United Methodist Church, Jonesboro, Arkansas - Alley Abandonment

You don't often get email from bboatman@gibsonfirm.legal. Learn why this is important

*** CAUTION *** THIS IS AN EXTERNAL E-MAIL. Do not click links or open attachments unless you recognize the sender and know the content is safe. ***

Mr. Williams:

Please find attached a letter from Mr. Gibson regarding the above matter.

Sincerely,

Brook Boatman
Office Manager/Legal Assistant to Robert J. Gibson
593 S. Madison St.

Jonesboro, Arkansas 72401
Telephone: 870-520-6461
Fax: 870-520-6463
bboatman@gibsonfirm.legal



City of Jonesboro
Engineering Department
Municipal Building
PO Box 1845
300 S. Church
Jonesboro, AR 72403
(870) 932-2438

May 2, 2025

Robert J. Gibson, PLLC
The Gibson Firm
593 S. Madison St
Jonesboro, Arkansas 72401

Dear Mr. Gibson,

The City of Jonesboro Engineering and Planning Department concur with the abandonment of the alley in Block 3 of Knight's First Addition to the City of Jonesboro as shown in the attached Legal Description drawing from Compass Surveying & Mapping, LLC.

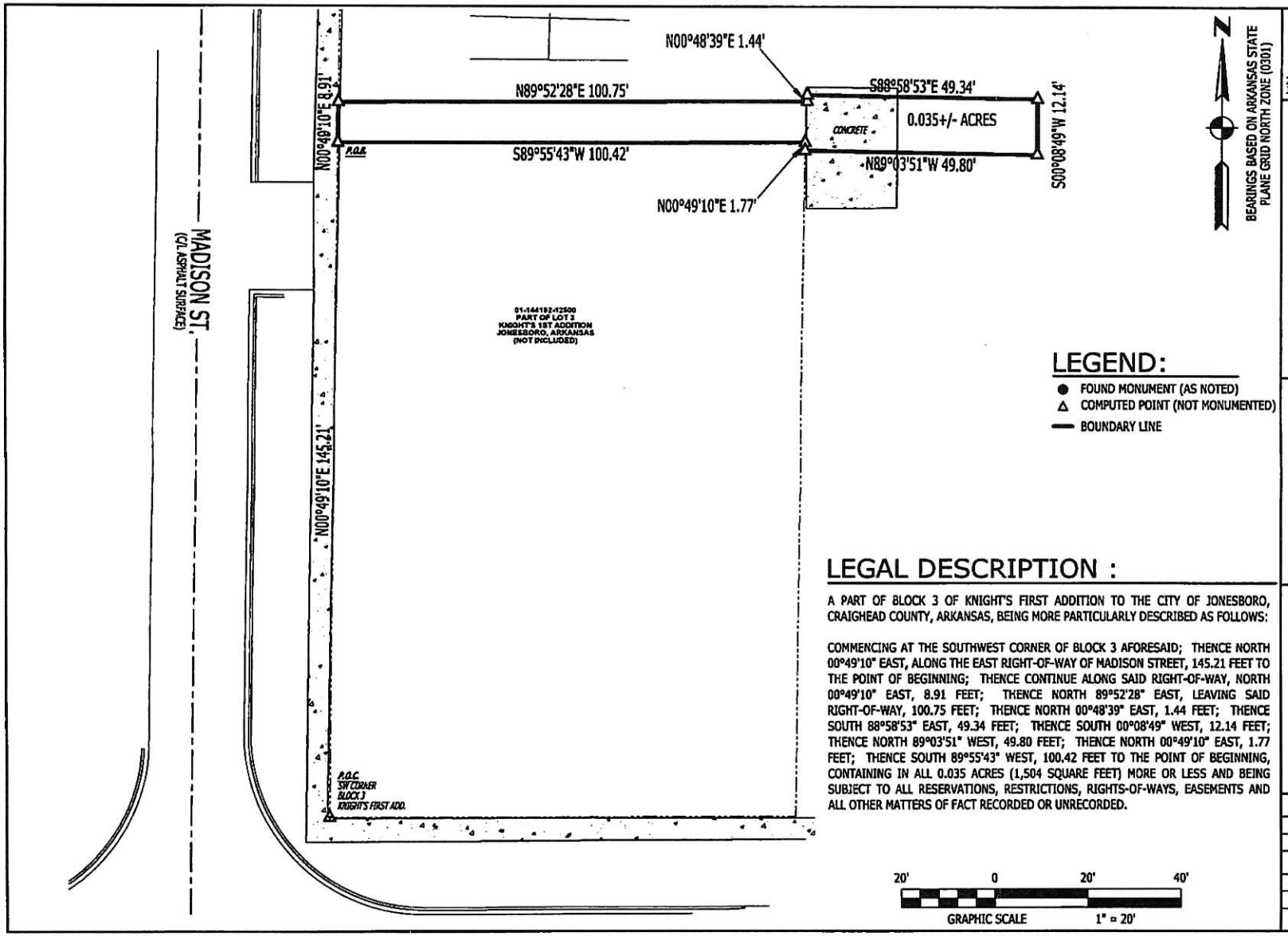
If you have any questions or comments, feel free to call the number listed above.

Sincerely,

Craig Light
City Engineer

Darrel Smith
Planning Director

Attachments



LEGAL DESCRIPTION :

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00°49'10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, NORTH 00°49'10" EAST, 8.91 FEET; THENCE NORTH 89°52'28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00°48'39" EAST, 1.44 FEET; THENCE SOUTH 88°58'53" EAST, 49.34 FEET; THENCE SOUTH 00°08'49" WEST, 12.14 FEET; THENCE NORTH 89°03'51" WEST, 49.80 FEET; THENCE NORTH 00°49'10" EAST, 1.77 FEET; THENCE SOUTH 89°55'43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

COMPASS SURVEYING & MAPPING, LLC
2713 E. NETTLETON
JONESBORO, AR 72401
870-565-6522

LEGAL DEPICTION

CLIENT: FUMC

PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

CERTIFICATE OF AUTHORIZATION
COMPASS SURVEYING & MAPPING, LLC
No. 3696
ARKANSAS

LICENSED
STATE OF ARKANSAS
NO. 1709
SIGNATURE
11/19/2024
MICHAEL P. McNEESE
PROFESSIONAL SURVEYOR

DRAWING INFO	
DRAWN BY: MPM	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: FUMC

REVISIONS

Ritter COMMUNICATIONS

Please join us in making a difference. Think before you print! rittercommunications.com

TO: Robert J. Gibson, Attorney

RE: First United Methodist Church Jonesboro
Alley Abandonment - A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS (Off Madison Street between Warner and Matthews)

DATE: May 15, 2025

Ritter Communications does not have any utilities in the area of the proposed abandonment and does not object to the alley being abandoned.

Jeremy Garland
Construction Supervisor NEA
2109 Fowler Avenue, Jonesboro AR 72401

THE GIBSON FIRM

Robert J. Gibson, PLLC
593 S. Madison St., Jonesboro, Arkansas 72401

April 24, 2025

City Water & Light
Attn: Brad Timms
400 E. Monroe
P.O. Box 1289
Jonesboro, AR 72403-1289
btimms@jonesborocwl.org

Via Email Only

Re: Alley Abandonment

Dear Mr. Timms:

On behalf of First United Methodist Church, Jonesboro, Arkansas, we are requesting approval for the abandonment of an alley located in block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, as shown on the attached drawing. The alley we are requesting to abandon is legally described as follows:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS,

EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

Please contact me if you have any questions or comments regarding this request. My telephone number is (870) 520-6461.

Sincerely,

THE GIBSON FIRM

Robert J. Gibson

RJG/bb
Enclosure

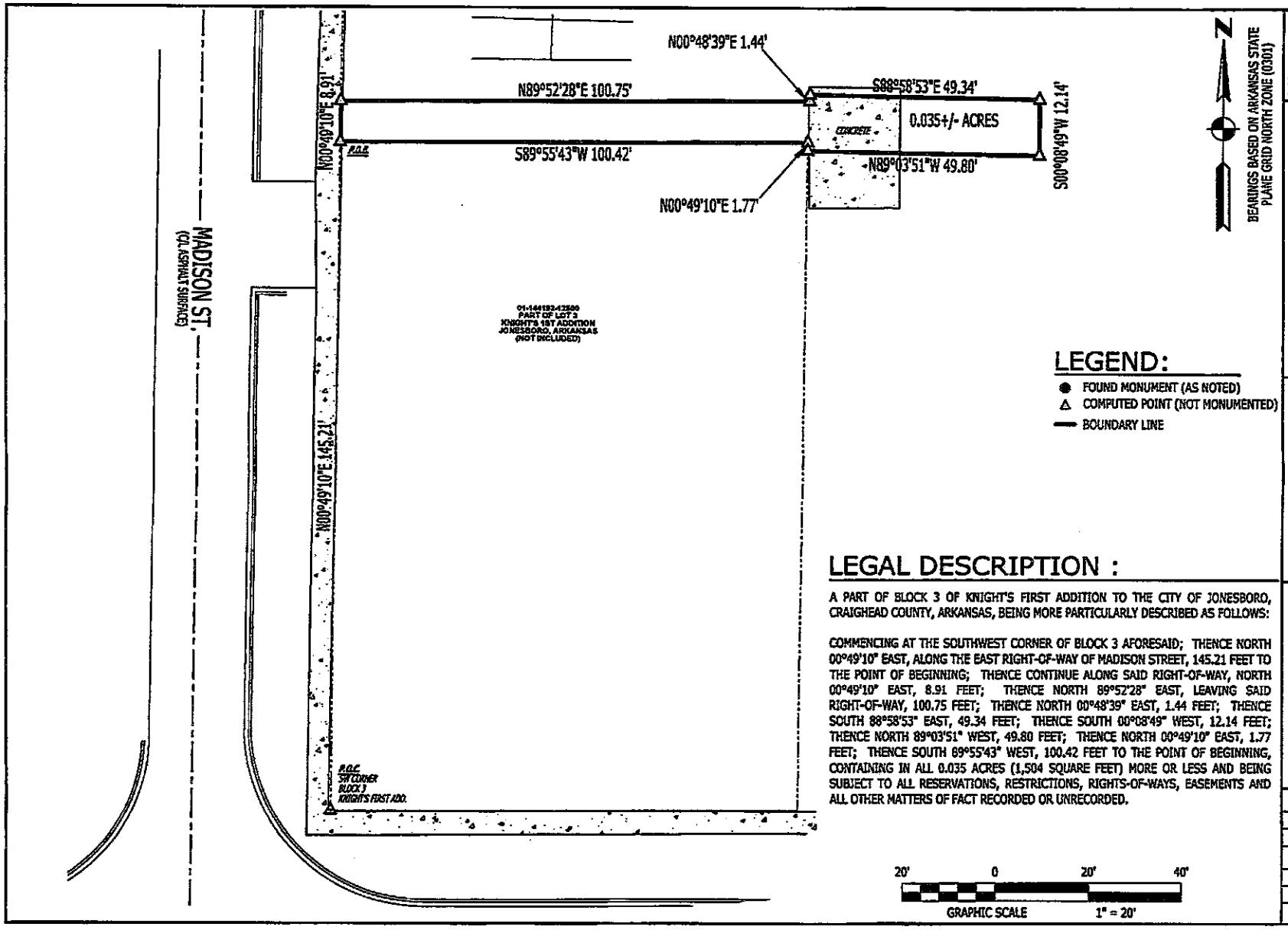
I, Chance Smith (print name), concur in the abandonment of the alley located in Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas.

Chance Smith

Chance Smith (signature)

Assistant Manager, City Water & Light

(title)



LEGAL DESCRIPTION :

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMPASS SURVEYING & MAPPING, LLC
2713 E. NETTLETON
JONESBORO, AR 72401
870-865-6522

LEGAL DEPICTION

CLIENT: FUMC

PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

CERTIFICATE OF AUTHORIZATION
COMPASS SURVEYING & MAPPING, LLC
No. 3696
ARKANSAS

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1709
SIGNATURE 11/19/2024
MICHAEL P. McKEESE

DRAWING INFO	
DRAWN BY: MPM	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: FUMC

REVISIONS

OFFICIAL RECEIPT

Receipt Date 05/15/2025 10:27 AM
Receipt Print Date 05/15/2025

Receipt # 00261712
Batch # 00015.05.2025

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	590.20
Detail:	
01-000-0150-00	
Proof of Publication - Alley Abandonment/First United Methodist	590.20
Total	590.20

Payment Information:

Check	3334	590.20
Change		0.00

Robert Gibson
Customer #: 000000
The Gibson Firm
593 S Madison St
Jsbo, AR 72401-

Cashier: TJGeror
Station: TJGEROR

TO: Honorable Harold Copenhaver, Mayor, and members of the City Council of the City of Jonesboro, Arkansas.

PETITION TO ABANDON AN ALLEY LOCATED IN BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, ARKANSAS.

We the undersigned, being the owners of all property adjoining to the following described alley located at Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, described as follows:

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE NORTH 00° 49' 10" EAST, ALONG THE EAST RIGHT-OF-WAY OF MADISON STREET, 145.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00° 49' 10" EAST, 8.91 FEET; THENCE NORTH 89° 52' 28" EAST, LEAVING SAID RIGHT-OF-WAY, 100.75 FEET; THENCE NORTH 00° 48' 39" EAST, 1.44 FEET; THENCE SOUTH 88° 58' 53" EAST, 49.34 FEET; THENCE SOUTH 00° 08' 49" WEST, 12.14 FEET; THENCE NORTH 89° 03' 51" WEST, 49.80 FEET; THENCE NORTH 00° 49' 10" EAST, 1.77 FEET; THENCE SOUTH 89° 55' 43" WEST, 100.42 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.035 ACRES (1,504 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAYS, EASEMENTS AND ALL OTHER MATTERS OF FACT RECORDED OR UNRECORDED.

Herewith file and present this petition to the City Council of the City of Jonesboro, Arkansas, to have all of the alley right of way described above legally closed.

DATED this 13th day of May, 2025.

PROPERTY OWNER: **First United Methodist Church of Jonesboro, Arkansas**
801 S. Main
Jonesboro, AR 72401

By: JK Blackburn

Name: JK BLACKBURN

Title: Chair Board of Trustees

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to before me this 13th day of May, 2025

(seal) NATASHA WHEELER
NOTARY PUBLIC-STATE OF ARKANSAS
RANDOLPH COUNTY
My Commission Expires 11-17-2026
Commission # 12699195

Natasha Wheeler
NOTARY

PROPERTY OWNER: **Estate of Rebecca J. Urton**
210 Warner
Jonesboro, AR 72401

Carolyn Booker Hudgins
Carolyn Booker Hudgins, Executrix of the Estate of Rebecca J. Urton, Craighead County Cir. Court No. 16JPR-25-164

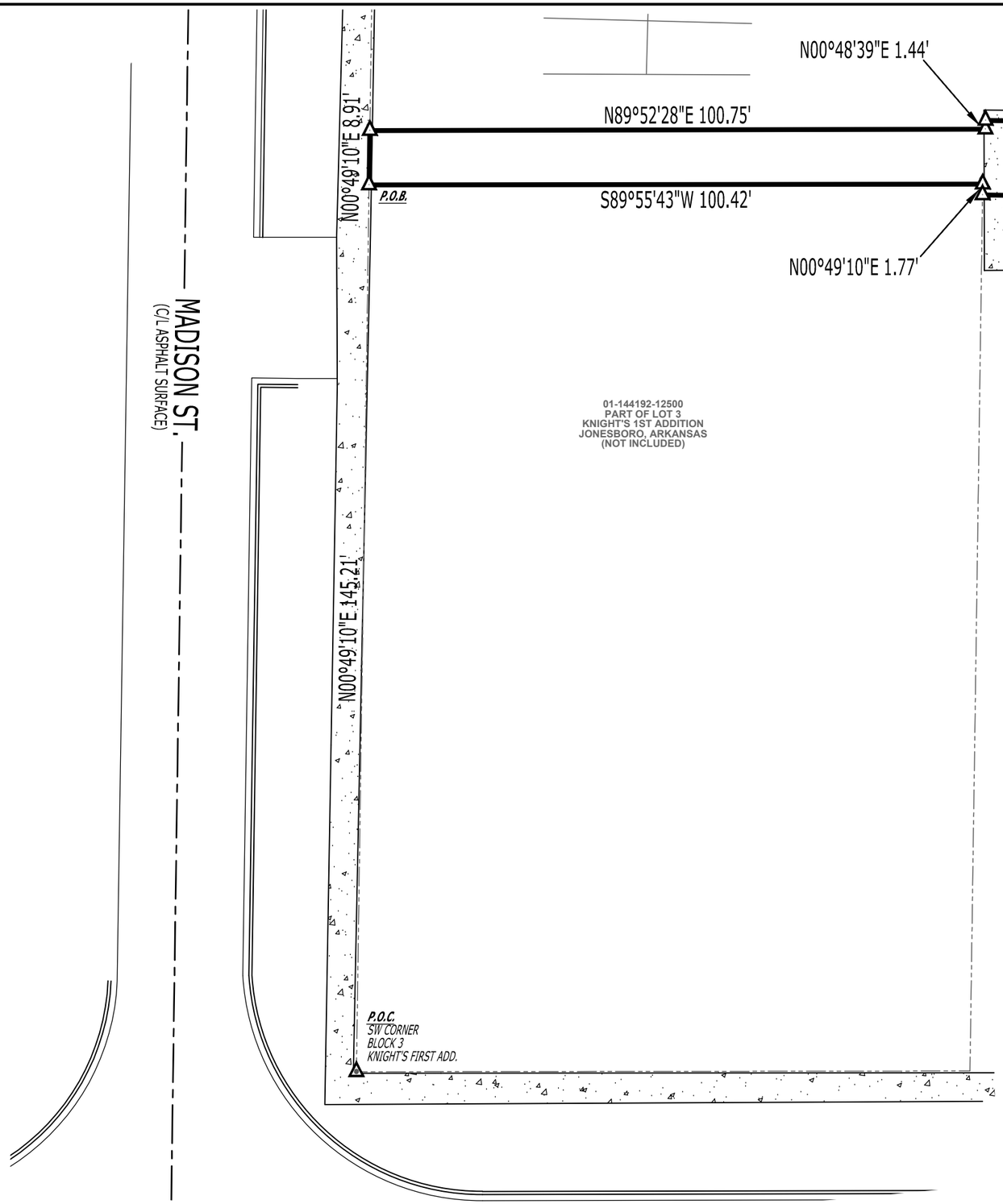
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and sworn to before me this 13th day of May, 2025

(seal)

Laura Murphree
NOTARY

STATE OF ARKANSAS NOTARY PUBLIC
LAURA MURPHREE
MY COMMISSION # 12721923
EXPIRES: January 24, 2033
Craighead County



BEARINGS BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

LEGEND:

- ● FOUND MONUMENT (AS NOTED)
- △ COMPUTED POINT (NOT MONUMENTED)
- BOUNDARY LINE

LEGAL DESCRIPTION :

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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20' 0 20' 40'

GRAPHIC SCALE 1" = 20'

COMPASS SURVEYING & MAPPING, LLC
2713 E. NETTLETON
JONESBORO, AR 72401
870-565-6522

LEGAL DEPICTION

CLIENT: FUMC

PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

CERTIFICATE OF AUTHORIZATION
COMPASS SURVEYING & MAPPING, LLC
No. 3696
ARKANSAS

LICENSED
STATE OF ARKANSAS
NO. 1709
SIGNATURE
11/19/2024
MICHAEL P. McNEESE
PROFESSIONAL SURVEYOR

DRAWING INFO

DRAWN BY: MPM	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: FUMC

REVISIONS

altice

May __, 2025

VIA REGULAR MAIL
Robert J. Gibson, PPLC
The Gibson Firm
593 S. Madison Street
Jonesboro, AR 72401

Re: ***Alley Abandonment (Alley located in block 3 of Kight's First Addition to the City of Jonesboro, Arkansas***

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Dear Mr. Gibson:

After reviewing your request of the easement abandonment in Craighead County, Arkansas, Cebridge Acquisition, L.P. has verified there is no active facilities in this easement. Given the verification stated above, Cebridge Acquisition, L.P. has no objection to the requested abandonment of the right-of-way and utility easement for the alley shown on the attached drawing.

Sincerely,

Tommy Dunlap
Name: Tommy Dunlap
Title: Construction supervisor

Altice
1111 Stewart Avenue
Bethpage, NY 11714
516 803 2300
info@altice.com

THE GIBSON FIRM

Robert J. Gibson, PLLC
593 S. Madison St., Jonesboro, Arkansas 72401

April 24, 2025

AlticeUSA/Optimum
Attn: Brad Rachal
Bradley.rachal@alticeusa.com

Via Email Only

Re: Alley Abandonment

Dear Mr. Rachal:

On behalf of First United Methodist Church, Jonesboro, Arkansas, we are requesting approval for the abandonment of an alley located in block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, as shown on the attached drawing. The alley we are requesting to abandon is legally described as follows:

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Please contact me if you have any questions or comments regarding this request. My telephone number is (870) 520-6461.

Sincerely,

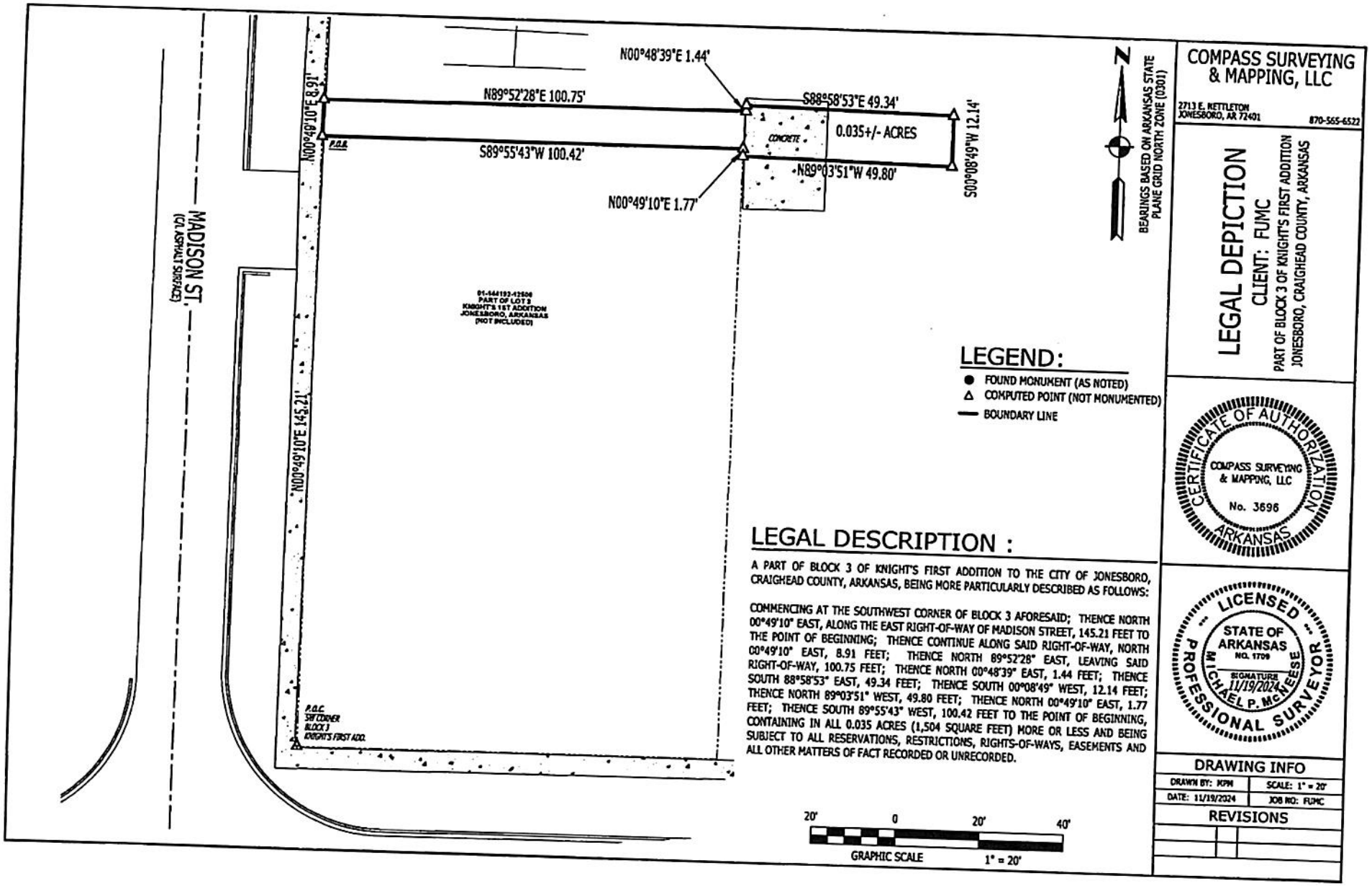
THE GIBSON FIRM

Robert J. Gibson

RJG/bb
Enclosure

I, Tommy Dunlap (print name), concur in the abandonment of the alley located in Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas.

Tommy Dunlap
~~Brad Rachal~~ (signature)
_____, AlticeUSA/Optimum



LEGAL DESCRIPTION :

A PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMPASS SURVEYING & MAPPING, LLC
2713 E. RETTLETON
JONESBORO, AR 72401
870-565-6522

LEGAL DEPICTION

CLIENT: FUMC

PART OF BLOCK 3 OF KNIGHT'S FIRST ADDITION
JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

CERTIFICATE OF AUTHORIZATION
COMPASS SURVEYING & MAPPING, LLC
No. 3696
ARKANSAS

LICENSED
STATE OF ARKANSAS
NO. 1709
SIGNATURE 11/19/2024
MICHAEL P. McKEESE
PROFESSIONAL SURVEYOR

DRAWING INFO	
DRAWN BY: KPH	SCALE: 1" = 20'
DATE: 11/19/2024	JOB NO: FUMC

REVISIONS

Gary Niemir

From: Joel Watson
Sent: Friday, April 25, 2025 12:38 PM
To: Brad Rachal; bboatman@gibsonfirm.legal; Tommy Dunlap; Gary Niemir
Cc: rgibson@gibsonfirm.legal; Kimberly Bryant
Subject: RE: External E-mail - First United Methodist Church, Jonesboro, Arkansas - Alley Abandonment
Attachments: 2025.04.24.let to AlticeUSA_Optimum.pdf

Optimum does not have any plant in easement.

@Gary Niemir, can we get an Easement Abandonment letter done for this?

Thank you,

Joel Watson
Construction Ops Lead
Optimum

optimum.

From: Brad Rachal <Bradley.Rachal@AlticeUSA.com>
Sent: Thursday, April 24, 2025 5:45 PM
To: bboatman@gibsonfirm.legal; Tommy Dunlap <Tommy.Dunlap@AlticeUSA.com>; Joel Watson <William.Watson@optimum.com>
Cc: rgibson@gibsonfirm.legal; Kimberly Bryant <kimberly.bryant@optimum.com>
Subject: FW: External E-mail - First United Methodist Church, Jonesboro, Arkansas - Alley Abandonment

Thank you for sending this over. I have added a few others that can help to verify this request.

Let me know if you have any questions or concerns.

Brad Rachal
Business Development, AE
Optimum

318-510-6179
bradley.rachal@alticeusa.com

725 Benton Rd
Bossier City, La 71111
optimum.com

optimum.

From: Brook Boatman <bboatman@gibsonfirm.legal>
Sent: Thursday, April 24, 2025 5:20 PM
To: Brad Rachal <Bradley.Rachal@AlticeUSA.com>
Cc: Robert Gibson <rgibson@gibsonfirm.legal>
Subject: External E-mail - First United Methodist Church, Jonesboro, Arkansas - Alley 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

Mr. Rachal:

Please find attached a letter from Mr. Gibson regarding the above matter.

Sincerely,

Brook Boatman
Office Manager/Legal Assistant to Robert J. Gibson
593 S. Madison St.
Jonesboro, Arkansas 72401
Telephone: 870-520-6461
Fax: 870-520-6463
bboatman@gibsonfirm.legal

THE GIBSON FIRM

Owned by the Citizens of Jonesboro

May 15, 2025

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

Re: Alley Abandonment
Block 3 Knight's First Addition
Jonesboro, Craighead County, Arkansas

Dear April:

City Water and Light Plant of the City of Jonesboro ("CWL") has been requested to consent to the vacation and abandonment of an alley described as follows ("Existing Alley"):

A part of block 3 of Knight's First Addition to the city of Jonesboro, Craighead County, Arkansas. Being more particularly described on the attached Legal Depiction.

CWL has no objection to the abandonment of the Alley subject however to the following conditions. As a condition of the abandonment of the Existing Alley, CWL requires a **twenty (20) foot sewer easement, ten (10) feet either side of the sanitary sewer main as constructed running East And West along the alley to be abandoned ("New Easement").** The New Easement may be as reflected in the approved final plat and plans or by separate express, written easement. Upon receipt of proper documentation reflecting the New Easement, CWL will proceed with executing any necessary documentation to reflect abandonment of the Existing Alley.

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

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

Please feel free to contact me with any questions.

Sincerely,

Chance Smith

Chance Smith
Assistant Manager, City Water & Light

Enclosure

Cc: Gibson Firm

May 15, 2025

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

Re: Alley Abandonment
Block 3 Knight's First Addition
Jonesboro, Craighead County, Arkansas

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

Please feel free to contact me with any questions.

Sincerely,

Chance Smith

Chance Smith
Assistant Manager, City Water & Light

Enclosure

Cc: Gibson Firm

Text File

File Number: COM-25:021

Agenda Date: 7/1/2025 **Version:** 1 **Status:** To Be Introduced

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

MAY 2025 FINANCIAL STATEMENTS

City of Jonesboro
Financial Statements Overview
May 2025

Overview of State Mandated Funds

Benchmark 58.33%

General Fund

Beginning Fund Balance:	*$ 21,164,143*	*$ 21,164,143*

General Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 26,919,006	$ 64,779,156	$ 37,860,150	58.4%
Expense	27,208,157	64,198,132	36,989,975	57.6%
Surplus (Deficit)	**$ (289,151)**	**$ 581,024**	**$ 870,175**	
Fund Balance Actual/Projected:	*$ 20,874,992*	*$ 21,745,167*		

Street Fund

Beginning Fund Balance:	*$ 1,528,507*	*$ 1,528,507*

Street Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 3,815,969	$ 9,295,892	$ 5,479,923	58.9%
Expense	2,488,840	9,860,136	7,371,296	74.8%
Surplus (Deficit)	**$ 1,327,129**	**$ (564,244)**	**$ (1,891,373)**	
Fund Balance Actual/Projected:	*$ 2,855,636*	*$ 964,263*		

Overview of Select Budget Variances

Select Data - Year to Date	Actual	Budget	$ Variance	% Variance
Revenue				
Sales Tax (Combined)	$ 19,783,652	$ 20,297,420	$ (513,768)	-2.5%
State Turnback (Combined)	3,200,652	3,214,429	(13,777)	-0.4%
Expense				
Overlays	285,627	1,324,486	(1,038,859)	-78%
Fuel Purchases	485,753	644,542	(158,789)	-25%

Overview of Select Prior Year Variances

Select Data - Year to Date	Current Year	Prior Year	$ Change	% Change
Revenue				
Franchise Fee	$ 979,210	$ 837,736	$ 141,475	17%
A&P Prepared Foods	2,780,817	2,708,184	72,633	3%
A&P Original 3%	373,590	390,233	(16,643)	-4%
A&P Additional 1%	124,531	129,826	(5,295)	-4%
Alcohol Beverage Tax	295,043	311,716	(16,673)	-5%

Table of Contents

Page Number	Page Description
1	Financial Statements Overview
2	**Table of Contents**
3	Schedule of Changes in FB and Required Reserve
4	Schedule of Changes in Restricted Fund Balances
5	Schedule of Revenue vs. Expense (All Funds)
6	Schedule of O&M Departmental Overview
7	Schedule of Interest Earnings & Deposit Collateralization
8-10	Sales Tax Reports
11-13	State Turnback Reports
14	Fuel Purchase Report
15	Franchise Tax Report
16-18	Advertising and Promotion Funds Report
19	Alcoholic Beverage Tax Report
20	Fixed Asset Report
21	Non-Uniform Retirement Report - 401(a) & 457(b)
22	Non-Uniform Pension Report - Defined Benefit
23	Schedule of ARPA Revenue Replacement Fund
24	Schedule of Capital Improvement Fund
25	New Business Report

City of Jonesboro, Arkansas
Schedule of Changes in FB and Required Reserve
May 2025

Changes in Fund Balance- Cash Basis

State Mandated Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
General	$ 21,164,143	$ 26,919,006	$ 27,208,157	$ (289,151)	$ 20,874,992
Street	1,528,507	3,815,969	2,488,840	1,327,129	2,855,636
Total	**$ 22,692,650**	**$ 30,734,975**	**$ 29,696,997**	**$ 1,037,978**	**$ 23,730,628**

Other Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
Restricted	$ 9,936,351	$ 1,155,789	$ 3,419,058	$ (2,263,270)	$ 7,673,081
E-911	448,195	387,276	903,514	(516,238)	(68,043)
Federal Grants	761,211	211,480	297,809	(86,328)	674,882
Non-Federal Grants	294,559	40,440	26,872	13,568	308,127
Community Development Block Grant (CDBG)	16,012	326,410	379,409	(52,999)	(36,987)
Metropolitan Planning Organization (MPO)	106,897	65,762	64,854	908	107,806
Jonesboro Economical Transit System (JETS)	(1,497,164)	549,839	839,085	(289,245)	(1,786,409)
Depreciation Fund	4,370,191	249,931	1,883,139	(1,633,208)	2,736,983
Capital Improvement Fund	5,984,291	100,000	1,921,421	(1,821,421)	4,162,870
Advertising & Promotion 3%	243,346	379,320	418,735	(39,415)	203,931
Advertising & Promotion 1%	45,289	126,951	-	126,951	172,241
Advertising & Promotion Prepared Foods	9,761,919	2,898,132	5,549,874	(2,651,742)	7,110,177
Total	**$ 30,471,097**	**$ 6,491,330**	**$ 15,703,768**	**$ (9,212,439)**	**$ 21,258,659**

All Funds Totals	**$ 53,163,747**	**$ 37,226,305**	**$ 45,400,766**	**$ (8,174,461)**	**$ 44,989,286**

Reserve Analysis

Description	Fund Balance	Less: Required Reserve	Available Reserves
General Fund	$ 20,874,992	$ (9,629,720)	$ 11,245,272
Street Fund	2,855,636		2,855,636
Depreciation Fund	2,736,983		2,736,983
Capital Improvement Fund	4,162,870		4,162,870
Combined Fund Reserves	$ 30,630,480	$ (9,629,720)	$ 21,000,760

*The Required Reserve is established as 15% of General Fund Current Budget Expenditures.

City of Jonesboro, Arkansas
Schedule of Changes in Restricted Fund Balances
May 2025

Changes in Fund Balance- Cash Basis

Restricted Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
ARPA Revenue Replacement-Building Demo	$ 3,250,000	$ -	$ 2,716,301	$ (2,716,301)	533,699
ARPA Revenue Replcmnt-Mosquito Abatement	139,604	-	-	-	139,604
ARPA Revenue Replacement-RAC Aquatic	3,200,000	-	-	-	3,200,000
ARPA Revenue Replacement-Humanitarian	500,000	-	85,326	(85,326)	414,674
ARPA Revenue Replcmnt-Approp Remaining	1,537,561	-	-	-	1,537,561
Insurance Proceeds	198,219	-	-	-	$ 198,219
Perpetual Cemetery	627,892	14,705	300	14,405	642,297
Fire Act 833	74,054	114,323	109,430	4,893	78,947
Employee Benefit	49,542	63,630	29,264	34,367	83,908
DARE	54,572	16,580	2,776	13,804	68,376
In Lieu of Sidewalk	78,073	124,247	-	124,247	202,321
Dog Park Donations	27,608	-	-	-	27,608
K-9 Acquisition	24,980	-	14,300	(14,300)	10,680
Police Suspense	14,635	-	-	-	14,635
Animal Control Donations	24,890	4,384	4,453	(69)	24,821
Exchange for Services A&P	-	10,000	-	10,000	10,000
Abatement	5,626	-	-	-	5,626
Museum - E Boone Watson	300	-	-	-	300
Winter Wonderland	4,464	-	-	-	4,464
Public Safety Surveillance Equip	3,000	5,000	-	5,000	8,000
Police Hiring/Training	2,874	-	-	-	2,874
Skate Board Park	992	-	-	-	992
Jonesboro Shooting Complex	47	-	-	-	47
Fairview Park- Brazos	2,000	-	-	-	2,000
Library Millage	-	785,069	406,116	378,953	378,953
MYAC	538	547	615	(68)	470
State Asset Forfeiture	59,247	5,060	6,955	(1,895)	57,351
Federal Asset Forfeiture	53,130	-	8,133	(8,133)	44,997
Homelessness Committee	-	-	-	-	-
Keep Jonesboro Beautiful	2,504	-	22,246	(22,246)	(19,742)
Downtown Jonesboro Imp. District	0	12,243	12,843	(601)	(600)
Total	**$ 9,936,351**	**$ 1,155,789**	**$ 3,419,058**	**$ (2,263,270)**	**$ 7,673,081**

City of Jonesboro
Schedule of Revenue vs. Expense
May 2025

State Mandated Funds

Operation and Maintenance (O&M)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 26,844,439	$ 64,600,194	$ 37,755,755
	Expense	27,208,157	63,298,132	36,089,975
Street	*Revenue*	3,802,490	9,295,892	5,493,402
	Expense	2,488,840	6,788,886	4,300,046
Total	***Revenue***	**$ 30,646,929**	**$ 73,896,086**	**$ 43,249,157**
	Expense	**29,696,997**	**70,087,018**	**40,390,021**
	Surplus/(Deficit)	**$ 949,931**	**$ 3,809,068**	**$ 2,859,137**

Capital Improvement (C.I.)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 74,568	$ 178,962	$ 104,394
	Expense	-	900,000	900,000
Street	*Revenue*	13,479	-	(13,479)
(Includes STIP)	*Expense*	-	3,071,250	3,071,250
Total	***Revenue***	**$ 88,046**	**$ 178,962**	**$ 90,916**
	Expense	**-**	**3,971,250**	**3,971,250**
	Surplus/(Deficit)	**$ 88,046**	**$ (3,792,288)**	**$ (3,880,334)**

Total O&M and C.I.				
	Revenue	**$ 30,734,975**	**$ 74,075,048**	**$ 43,340,073**
	Expense	**29,696,997**	**74,058,268**	**44,361,271**
	Surplus/(Deficit)	**$ 1,037,978**	**$ 16,780**	**$ (1,021,198)**

Other Funds

Other Funds		YTD Actual	Total Bud/Avail	$ Remaining
Restricted	*Revenue*	$ 1,155,789	$ 2,120,735	964,946
	Expense	3,419,058	2,131,735	(1,287,323)
E-911	*Revenue*	387,276	1,705,694	1,318,418
	Expense	903,514	2,237,001	1,333,487
Federal Grants	*Revenue*	211,480	-	(211,480)
	Expense	297,809	1,021,180	723,371
Non-Federal Grants	*Revenue*	40,440	59,056	18,616
	Expense	26,872	59,056	32,184
CDBG	*Revenue*	326,410	1,000,195	673,785
	Expense	379,409	1,000,195	620,786
MPO	*Revenue*	65,762	295,650	229,888
	Expense	64,854	295,650	230,796
JETS	*Revenue*	549,839	2,710,121	2,160,282
	Expense	839,085	2,710,121	1,871,036
Depreciation Fund	*Revenue*	249,931	-	(249,931)
	Expense	1,883,139	4,370,191	2,487,052
Capital Improvement Fund	*Revenue*	100,000	-	(100,000)
	Expense	1,921,421	11,356,721	9,435,300
A&P 3%	*Revenue*	379,320	971,700	592,380
	Expense	418,735	1,149,295	730,560
A&P 1%	*Revenue*	126,951	324,388	197,437
	Expense	-	298,750	298,750
A&P PF%	*Revenue*	2,898,132	6,375,500	3,477,368
	Expense	5,549,874	752,235	(4,797,639)
Total	***Revenue***	**$ 6,491,330**	**$ 15,563,039**	**$ 9,071,709**
	Expense	**15,703,768**	**27,382,130**	**11,678,362**
	Surplus/(Deficit)	**$ (9,212,439)**	**$ (11,819,091)**	**$ (2,606,652)**

All Funds (Combined)		YTD Actual	Total Bud/Avail	$ Remaining
Grand Total	***Revenue***	**$ 37,226,305**	**$ 89,638,087**	**$ 52,411,782**
	Expense	**45,400,766**	**101,440,398**	**56,039,632**
	Surplus/(Deficit)	**$ (8,174,461)**	**$ (11,802,311)**	**$ (3,627,850)**

City of Jonesboro
Schedule of O&M Departmental Overview
May 2025

O&M Departmental Overview

General Fund

Department		YTD Actual	Total Budget	$ Remaining
Overview of Public Safety				
Law & Enforcement	*Revenue*	$ 1,228,442	$ 2,869,201	$ 1,640,759
	Expense	9,849,618	22,372,680	12,523,062
Fire Protection	*Revenue*	459,686	1,498,686	1,039,000
	Expense	6,827,424	14,808,178	7,980,754
Total Public Safety	***Revenue***	**$ 1,688,129**	**$ 4,367,887**	**$ 2,679,759**
	Expense	**16,677,042**	**37,180,858**	**20,503,816**
	Surplus/(Deficit)	**$ (14,988,913)**	**$ (32,812,971)**	**$ (17,824,058)**

Overview of Non-Public Safety Departments				
Parks	*Revenue*	$ 455,889	$ 1,658,464	$ 1,202,575
	Expense	$ 2,137,116	$ 5,996,737	3,859,621
Sanitation	*Revenue*	55,623	132,437	76,814
	Expense	2,831,940	6,494,724	3,662,784
Elected Officials	*Revenue*	209	-	(209)
	Expense	694,453	1,682,642	988,189
General Admin.	*Revenue*	22,715,870	55,206,225	32,490,355
	Expense	595,646	1,208,258	612,612
Other-Admin.	*Revenue*	1,928,719	3,235,181	1,306,462
	Expense	4,271,960	10,734,913	6,462,953
Capital Improvement	*Revenue*	74,568	178,962	104,394
	Expense	-	900,000	900,000
Total Non-Public Safety	***Revenue***	**$ 25,230,878**	**$ 60,411,269**	**$ 35,180,391**
	Expense	**10,531,115**	**27,017,274**	**16,486,159**
	Surplus/(Deficit)	**$ 14,699,763**	**$ 33,393,995**	**$ 18,694,232**

Total General Fund	***Revenue***	**$ 26,919,006**	**$ 64,779,156**	**$ 37,860,150**
	Expense	**27,208,157**	**64,198,132**	**36,989,975**
	Surplus/(Deficit)	**$ (289,151)**	**$ 581,024**	**$ 870,175**

Street Fund

Department		YTD Actual	Total Budget	$ Remaining
Street	*Revenue*	$ 12,610	$ 21,854	$ 9,244
	Expense	1,763,139	5,103,113	3,339,974
Engineering	*Revenue*	35,572	172,203	136,631
	Expense	716,215	1,685,773	969,558
Street Admin.	*Revenue*	3,754,308	9,101,835	5,347,527
	Expense	9,486	-	(9,486)
Capital Improvement	*Revenue*	13,479	-	(13,479)
	Expense	-	3,071,250	3,071,250
Total Street Fund	***Revenue***	**$ 3,815,969**	**$ 9,295,892**	**$ 5,479,923**
	Expense	**2,488,840**	**9,860,136**	**7,371,296**
	Surplus/(Deficit)	**$ 1,327,129**	**$ (564,244)**	**$ (1,891,373)**

O&M Grand Total	***Revenue***	**$ 30,734,975**	**$ 74,075,048**	**$ 43,340,073**
	Expense	**29,696,997**	**74,058,268**	**44,361,271**
	Surplus/(Deficit)	**$ 1,037,978**	**$ 16,780**	**$ (1,021,198)**

City of Jonesboro, Arkansas
Schedule of Interest Earnings & Deposit Collateralization
May Interest

Interest Earnings

Bank Account	Balance	Interest Earned	Rate of Interest
General Fund	$19,369,755.64	$ 45,663.56	3.05%
Jonesboro Softball	$2,022.11	8.72	3.05%
Federal Grants Fund	778,069.74	1,732.94	3.05%
Restricted Funds	$7,696,175.70	23,094.68	3.05%
Non-Federal Grants	$308,931.29	804.08	3.05%
Depreciation Fund	$4,174,258.17	7,149.97	3.05%
Capital Improvement Fund	$2,744,132.57	11,388.31	3.05%
Payroll Clearing	443,823.89	1,401.86	3.05%
Credit Card	$41,943.12	225.07	3.05%
Operating	349,264.07	3,455.60	3.05%
Total	**$ 35,908,376.30**	**$ 94,924.79**	
Street Fund	$3,111,474.60	$ 7,414.27	3.05%
E-911	$10,360.96	129.64	3.05%
C.D.B.G.	12,959.26	-	0.00%
M.P.O.	107,845.84	204.49	3.05%
J.E.T.S.	$75,078.04	134.19	3.05%
Non Uniform Pension Payee	$2,093.39	5.41	3.05%
A&P 3% Hotel & Motel	$208,336.23	481.03	3.05%
A&P 1% Hotel & Motel	$172,240.53	398.38	3.05%
A&P Prepared Foods	$7,110,177.10	17,517.43	3.05%
Total Other	**$ 10,810,565.95**	**$ 26,284.84**	
Grand Total	**$ 46,718,942.25**	**$ 121,209.63**	

Total year to date interest Actual	
$	607,353.96

Budget	
$	492,179.17

Deposit Collateralization

Pledge Report - Centennial Bank

Irrevocable Letters of Credit	$	32,000,000.00	Expires 12/31/2025
Other Pledged Securites (Mkt Val)		34,609,151.16	
FDIC Insurance		250,000.00	
Total Collateralized Balances	**$**	**66,859,151.16**	

City of Jonesboro, Arkansas
Combined Sales and Use Tax Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 3,861,933.26	$ 4,208,902.39	$ 3,856,515.15	$ 3,697,194.79
February	4,598,606.00	4,518,839.80	4,718,018.56	4,360,357.41
March	3,560,828.42	3,504,892.28	3,656,482.75	3,183,111.17
April	3,575,077.60	3,698,017.89	3,735,516.86	3,315,274.45
May	4,187,207.17	4,121,511.60	3,923,692.55	3,973,786.69
June	-	3,805,323.22	4,042,928.05	3,741,152.53
July	-	3,815,705.17	3,895,788.19	3,688,689.15
August	-	3,868,202.11	3,855,671.39	3,991,764.99
September	-	3,906,921.12	3,857,410.13	3,803,716.42
October	-	4,073,345.55	4,025,134.40	3,891,040.16
November	-	3,824,201.10	3,967,655.21	3,853,821.65
December	-	3,928,379.77	3,857,914.63	3,536,833.15
Totals	**$ 19,783,652.45**	**$ 47,274,242.00**	**$ 47,392,727.87**	**$ 45,036,742.56**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 3,861,933.26	$ 4,208,902.39	$ (346,969.13)	-8.2%
February	4,598,606.00	4,518,839.80	79,766.20	1.8%
March	3,560,828.42	3,504,892.28	55,936.14	1.6%
April	3,575,077.60	3,698,017.89	(122,940.29)	-3.3%
May	4,187,207.17	4,121,511.60	65,695.57	1.6%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 19,783,652.45**	**$ 20,052,163.96**	**$ (268,511.51)**	**-1.3%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 3,861,933.26	$ 4,049,928.18	$ (187,994.92)	-4.6%
February	4,598,606.00	4,704,812.88	(106,206.88)	-2.3%
March	3,560,828.42	3,645,284.92	(84,456.50)	-2.3%
April	3,575,077.60	3,669,240.35	(94,162.75)	-2.6%
May	4,187,207.17	4,228,154.04	(40,946.87)	-1.0%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 19,783,652.45**	**$ 20,297,420.38**	**$ (513,767.93)**	**-2.5%**

*The 2025 Combined budget for Sales Tax is $49,167,000

City of Jonesboro, Arkansas
City Sales and Use Tax Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 2,138,513.99	$ 2,317,133.96	$ 2,133,729.01	$ 2,040,928.57
February	2,579,890.66	2,517,307.78	2,635,793.76	2,423,246.98
March	1,975,212.10	1,939,232.49	2,026,463.78	1,769,568.23
April	1,970,146.09	2,041,119.32	2,076,004.55	1,888,135.01
May	2,309,651.24	2,288,399.58	2,170,092.57	2,201,074.32
June		2,111,214.22	2,254,614.98	2,131,956.39
July		2,118,369.81	2,160,108.13	2,047,774.63
August		2,135,107.75	2,131,256.75	2,207,564.87
September		2,160,292.56	2,130,151.48	2,101,899.21
October		2,247,031.59	2,228,139.32	2,166,360.53
November		2,121,273.99	2,184,989.01	2,122,886.06
December		2,166,282.11	2,130,203.21	1,960,854.97
Totals	**$ 10,973,414.08**	**$ 26,162,765.16**	**$ 26,261,546.55**	**$ 25,062,249.77**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 2,138,513.99	$ 2,317,133.96	$ (178,619.97)	-7.7%
February	2,579,890.66	2,517,307.78	62,582.88	2.5%
March	1,975,212.10	1,939,232.49	35,979.61	1.9%
April	1,970,146.09	2,041,119.32	(70,973.23)	-3.5%
May	2,309,651.24	2,288,399.58	21,251.66	0.9%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 10,973,414.08**	**$ 11,103,193.13**	**$ (129,779.05)**	**-1.2%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 2,138,513.99	$ 2,243,987.58	$ (105,473.59)	-4.7%
February	2,579,890.66	2,627,017.83	(47,127.17)	-1.8%
March	1,975,212.10	2,024,596.59	(49,384.49)	-2.4%
April	1,970,146.09	2,046,106.90	(75,960.81)	-3.7%
May	2,309,651.24	2,346,377.39	(36,726.15)	-1.6%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 10,973,414.08**	**$ 11,288,086.28**	**$ (314,672.20)**	**-2.8%**

*The 2025 Budget for City Sales Tax is $27,278,218

City of Jonesboro, Arkansas
County Sales and Use Tax Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 1,723,419.27	$ 1,891,768.43	$ 1,722,786.14	$ 1,656,266.22
February	2,018,715.34	2,001,532.02	2,082,224.80	1,937,110.43
March	1,585,616.32	1,565,659.79	1,630,018.97	1,413,542.94
April	1,604,931.51	1,656,898.57	1,659,512.31	1,427,139.44
May	1,877,555.93	1,833,112.02	1,753,599.98	1,772,712.37
June		1,694,109.00	1,788,313.07	1,609,196.14
July		1,697,335.36	1,735,680.06	1,640,914.52
August		1,733,094.36	1,724,414.64	1,784,200.12
September		1,746,628.56	1,727,258.65	1,701,817.21
October		1,826,313.96	1,796,995.08	1,724,679.63
November		1,702,927.11	1,782,666.20	1,730,935.59
December		1,762,097.66	1,727,711.42	1,575,978.18
Totals	**$ 8,810,238.37**	**$ 21,111,476.84**	**$ 21,131,181.32**	**$ 19,974,492.79**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 1,723,419.27	$ 1,891,768.43	$ (168,349.16)	-8.9%
February	2,018,715.34	2,001,532.02	17,183.32	0.9%
March	1,585,616.32	1,565,659.79	19,956.53	1.3%
April	1,604,931.51	1,656,898.57	(51,967.06)	-3.1%
May	1,877,555.93	1,833,112.02	44,443.91	2.4%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 8,810,238.37**	**$ 8,948,970.83**	**$ (138,732.46)**	**-1.6%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 1,723,419.27	$ 1,805,940.60	$ (82,521.33)	-4.6%
February	2,018,715.34	2,077,795.05	(59,079.71)	-2.8%
March	1,585,616.32	1,620,688.33	(35,072.01)	-2.2%
April	1,604,931.51	1,623,133.46	(18,201.95)	-1.1%
May	1,877,555.93	1,881,776.66	(4,220.73)	-0.2%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 8,810,238.37**	**$ 9,009,334.10**	**$ (199,095.73)**	**-2.2%**

*The 2025 Budget for County Sales Tax is $21,888,782

City of Jonesboro, Arkansas
Combined State Turnback Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 733,915.54	$ 703,774.94	$ 722,130.46	$ 725,110.11
February	$ 641,522.03	664,698.70	659,466.69	639,323.60
March	$ 553,014.23	575,268.79	546,400.33	546,128.55
April	$ 630,471.98	614,740.56	644,691.01	628,690.16
May	$ 641,728.18	656,433.52	607,380.40	633,804.95
June	$ -	644,692.04	646,793.33	618,379.61
July	$ -	775,499.47	851,313.69	880,833.40
August	$ -	616,409.61	609,925.44	663,025.33
September	$ -	644,063.82	660,774.12	647,169.88
October	$ -	539,555.24	645,402.15	658,112.49
November	$ -	604,855.02	605,648.19	651,637.64
December	$ -	589,908.19	623,165.05	663,991.34
Totals	**$ 3,200,651.96**	**$ 7,629,899.90**	**$ 7,823,090.86**	**$ 7,956,207.06**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 733,915.54	$ 703,774.94	$ 30,140.60	4.3%
February	641,522.03	664,698.70	$ (23,176.67)	-3.5%
March	553,014.23	575,268.79	$ (22,254.56)	-3.9%
April	630,471.98	614,740.56	$ 15,731.42	2.6%
May	641,728.18	656,433.52	$ (14,705.34)	-2.2%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 3,200,651.96**	**$ 3,214,916.51**	**$ (14,264.55)**	**-0.4%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 733,915.54	$ 727,730.91	$ 6,184.63	0.8%
February	641,522.03	653,016.97	$ (11,494.94)	-1.8%
March	553,014.23	565,171.52	$ (12,157.29)	-2.2%
April	630,471.98	623,608.64	$ 6,863.34	1.1%
May	641,728.18	644,901.00	$ (3,172.82)	-0.5%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 3,200,651.96**	**$ 3,214,429.05**	**$ (13,777.09)**	**-0.4%**

*The 2025 Combined Turnback Budget is $7,925,652

City of Jonesboro, Arkansas
General Turnback Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 158,841.75	$ 158,866.78	$ 154,090.08	$ 154,195.42
February	$ 80,488.75	80,517.41	75,733.77	75,785.70
March	$ 80,488.75	80,517.41	75,733.77	75,785.70
April	$ 80,473.83	80,517.41	75,733.77	75,785.70
May	$ 80,436.11	80,517.41	75,733.77	75,785.70
June		80,515.22	71,867.19	75,785.70
July		220,046.27	272,670.16	272,507.08
August		64,992.77	71,016.33	63,515.60
September		80,511.59	80,527.52	75,785.70
October		80,511.59	80,527.44	75,785.70
November		80,511.59	80,527.44	75,750.67
December		80,511.59	80,527.44	75,750.67
Totals	**$ 480,729.19**	**$ 1,168,537.04**	**$ 1,194,688.68**	**$ 1,172,219.34**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 158,841.75	$ 158,866.78	$ (25.03)	0.0%
February	80,488.75	80,517.41	$ (28.66)	0.0%
March	80,488.75	80,517.41	$ (28.66)	0.0%
April	80,473.83	80,517.41	$ (43.58)	-0.1%
May	80,436.11	80,517.41	$ (81.30)	-0.1%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 480,729.19**	**$ 480,936.42**	**$ (207.23)**	**0.0%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 158,841.75	$ 156,833.52	$ 2,008.23	1.3%
February	80,488.75	77,146.55	$ 3,342.20	4.3%
March	80,488.75	77,147.46	$ 3,341.29	4.3%
April	80,473.83	74,812.40	$ 5,661.43	7.6%
May	80,436.11	74,816.28	$ 5,619.83	7.5%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 480,729.19**	**$ 460,756.21**	**$ 19,972.98**	**4.3%**

*The 2025 General Turnback Budget is $1,195,652

*January includes Property Tax Relief Distributions. July includes lending from the Budget Stabilization Trust Fund

City of Jonesboro, Arkansas
Street Turnback Report (Cash Basis)
2025

Historical Data

Month	2025	2024	2023	2022
January	$ 575,073.79	$ 544,908.16	$ 568,040.38	$ 570,914.69
February	$ 561,033.28	584,181.29	583,732.92	563,537.90
March	$ 472,525.48	494,751.38	470,666.56	470,342.85
April	$ 549,998.15	534,223.15	568,957.24	552,904.46
May	$ 561,292.07	575,916.11	531,646.63	558,019.25
June		564,176.82	574,926.14	542,593.91
July		555,453.20	578,643.53	608,326.32
August		551,416.84	538,909.11	599,509.73
September		563,552.23	580,246.60	571,384.18
October		459,043.65	564,874.71	582,326.79
November		524,343.43	525,120.75	575,886.97
December		509,396.60	542,637.61	588,240.67
Totals	**$ 2,719,922.77**	**$ 6,461,362.86**	**$ 6,628,402.18**	**$ 6,783,987.72**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 575,073.79	$ 544,908.16	$ 30,165.63	5.5%
February	561,033.28	584,181.29	$ (23,148.01)	-4.0%
March	472,525.48	494,751.38	$ (22,225.90)	-4.5%
April	549,998.15	534,223.15	$ 15,775.00	3.0%
May	561,292.07	575,916.11	$ (14,624.04)	-2.5%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 2,719,922.77**	**$ 2,733,980.09**	**$ (14,057.32)**	**-0.5%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 575,073.79	$ 570,897.39	$ 4,176.40	0.7%
February	561,033.28	575,870.42	(14,837.14)	-2.6%
March	472,525.48	488,024.06	(15,498.58)	-3.2%
April	549,998.15	548,796.25	1,201.90	0.2%
May	561,292.07	570,084.72	(8,792.65)	-1.5%
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 2,719,922.77**	**$ 2,753,672.84**	**$ (33,750.07)**	**-1.2%**

*The 2025 Budget for Street Turnback is $6,730,000

City of Jonesboro, Arkansas
Fuel Purchases Report (Cash Basis)
2025

Comparison of Fuel Purchases vs. Prior Year

MONTH	Current Year Fuel	Previous Year Fuel	$ Variance	% Variance
January	$ 75,785.89	$ 73,436.85	$ 2,349.04	3.2%
February	84,985.42	105,302.55	(20,317.13)	-19.3%
March	138,188.00	127,484.17	10,703.83	8.4%
April	105,094.37	115,466.28	(10,371.91)	-9.0%
May	81,699.44	107,670.50	(25,971.06)	-24.1%
June	N/A	129,220.53	N/A	N/A
July	N/A	101,881.76	N/A	N/A
August	N/A	115,582.11	N/A	N/A
September	N/A	138,001.35	N/A	N/A
October	N/A	99,186.44	N/A	N/A
November	N/A	130,238.26	N/A	N/A
December	N/A	89,186.82	N/A	N/A
YTD Total	**$ 485,753.12**	**$ 1,332,657.62**	**$ (43,607.23)**	**-8.2%**

Comparison of Fuel Purchases in Gallons

MONTH	Current Year Gallons	Prior Year Gallons	Variance	% Variance
January	31,817	28,737	3,080	10.7%
February	33,732	40,903	(7,170)	-17.5%
March	53,438	46,651	6,787	14.5%
April	41,993	38,301	3,693	9.6%
May	34,022	35,957	(1,936)	-5.4%
June	N/A	46,822	N/A	N/A
July	N/A	38,218	N/A	N/A
August	N/A	41,676	N/A	N/A
September	N/A	51,427	N/A	N/A
October	N/A	41,006	N/A	N/A
November	N/A	52,010	N/A	N/A
December	N/A	38,282	N/A	N/A
YTD Total	**195,003**	**499,987**	**4,455**	**2.3%**

Comparison of Average Price per Gallon of Fuel Purchased

	Gasoline		Diesel	
MONTH	Current Year	Prior Year	Current Year	Prior Year
January	$ 2.36	$ 2.46	$ 2.43	$ 2.82
February	2.52	2.45	2.52	2.75
March	2.64	2.70	2.50	2.81
April	2.50	3.04	2.51	2.94
May	2.38	3.04	2.49	2.81
June	N/A	2.89	N/A	2.61
July	N/A	2.65	N/A	2.73
August	N/A	2.85	N/A	2.63
September	N/A	2.75	N/A	2.53
October	N/A	2.47	N/A	2.33
November	N/A	2.52	N/A	2.46
December	N/A	2.36	N/A	2.28
YTD Average	**$ 2.48**	**$ 2.68**	**$ 2.49**	**$ 2.64**

Comparison of Fuel Purchases vs. Budget

MONTH	Actual	Budget	$ Variance	% Variance
January	$ 75,785.89	$ 128,908.33	$ (53,122.44)	-41.2%
February	84,985.42	128,908.33	(43,922.91)	-34.1%
March	138,188.00	128,908.33	9,279.67	7.2%
April	105,094.37	128,908.33	(23,813.96)	-18.5%
May	81,699.44	128,908.33	(47,208.89)	-36.6%
June	N/A	128,908.33	N/A	N/A
July	N/A	128,908.33	N/A	N/A
August	N/A	128,908.33	N/A	N/A
September	N/A	128,908.33	N/A	N/A
October	N/A	128,908.33	N/A	N/A
November	N/A	128,908.33	N/A	N/A
December	N/A	128,908.33	N/A	N/A
YTD Total	**$ 485,753.12**	**$ 1,546,900.00**	**$ (158,788.55)**	**-24.6%**

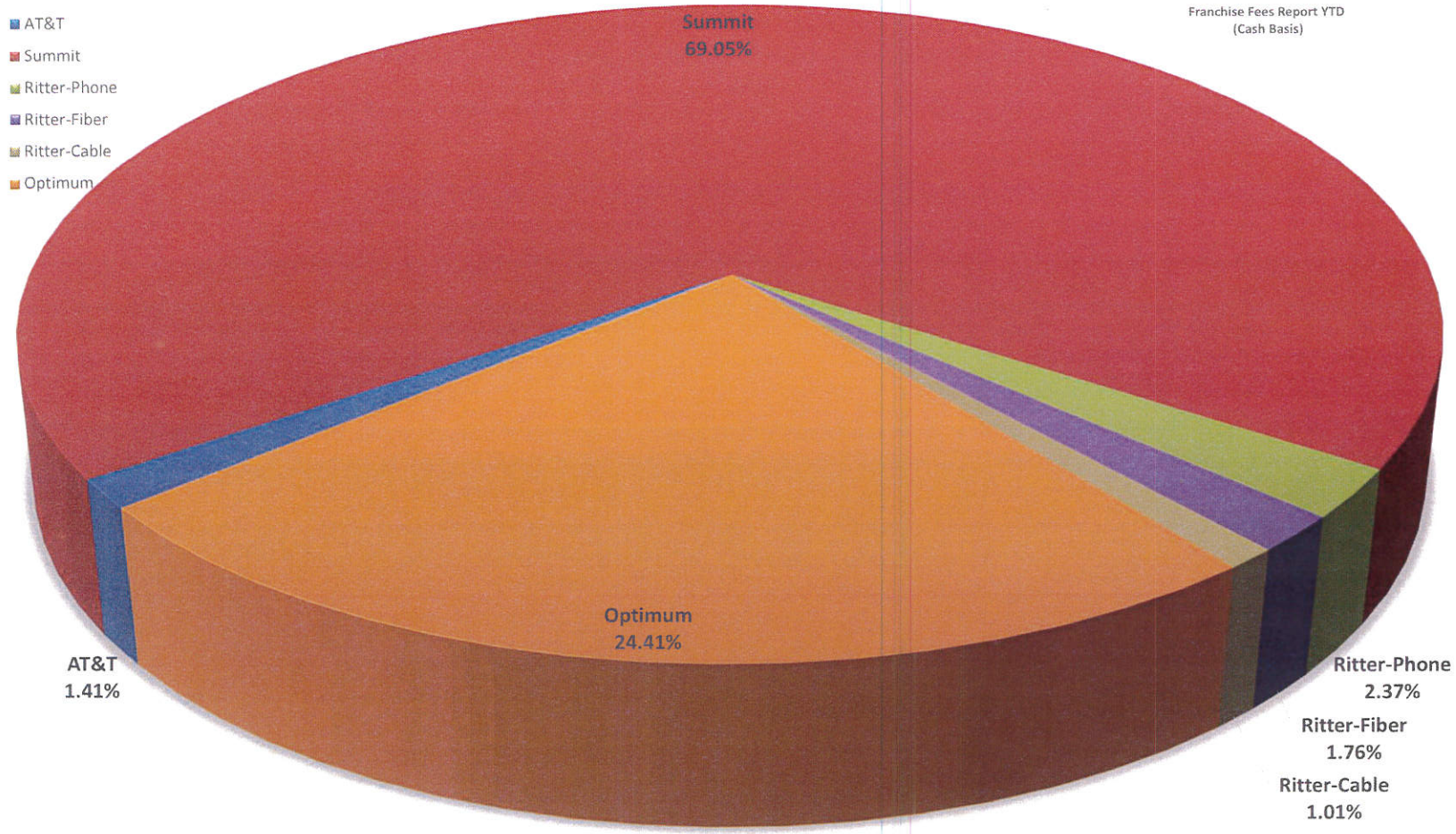
*Timing of bulk fuel purchases may cause large comparison variances

City of Jonesboro, Arkansas

Franchise Fee Tax Report

YTD 2025

Months	AT&T	Summit	Ritter-Phone	Ritter-Fiber	Ritter-Cable	Optimum	All Others	Current Year Total	Prior Year Total
January	$ 2,611.08	$ 112,711.49	$ 4,684.82	$ 3,630.97	$ 2,017.72	$ 123,867.71	$ 659.76	$ 250,183.55	$ 243,296.41
February	2,588.81	145,402.72	4,559.58	3,424.84	2,019.16	-	460.53	158,455.64	163,303.14
March	2,917.49	118,356.67	4,569.82	3,377.69	1,933.16	-	463.66	131,618.49	147,160.47
April	2,775.43	226,277.10	4,578.58	3,382.69	1,938.16	114,466.60	618.59	354,037.15	223,454.48
May	2,871.44	71,601.84	4,709.87	3,385.32	1,916.10	-	430.96	84,915.53	60,521.26
June	-	-	-	-	-	-	-	-	43,802.76
July	-	-	-	-	-	-	-	-	164,040.04
August	-	-	-	-	-	-	-	-	37,674.01
September	-	-	-	-	-	-	-	-	36,631.42
October	-	-	-	-	-	-	-	-	159,668.63
November	-	-	-	-	-	-	-	-	43,834.01
December	-	-	-	-	-	-	-	-	53,497.13
Totals	**$ 13,764.25**	**$ 674,349.82**	**$ 23,102.67**	**$ 17,201.51**	**$ 9,824.30**	**$ 238,334.31**	**$ 2,633.50**	**$ 979,210.36**	**$ 1,376,883.76**



Advertising and Promotion Funds
City of Jonesboro, Arkansas
May 2025

	Prepared Foods Fund		3% Hotel/Motel Fund		1% Hotel/Motel Fund	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Beginning Fund Balance	$ 7,045,012	$ 9,761,919	$ 205,710	$ 243,346	$ 143,845	$ 45,289
NET Prepared Foods	47,647	(2,769,057)				
NET 3%			45,370	4,985		
NET 1%					27,997	124,531
Event Net Activity -2025 Jonesboro Gravel			(50,130)	(50,130)		
Website Ad Sales			2,500	3,300		
Interest Earnings	17,517	117,315	481	2,430	398	2,420
Current Fund Balance	$ 7,110,177	$ 7,110,177	$ 203,931	$ 203,931	$ 172,240	$ 172,240

Prepared Foods Fund

	Monthly	YTD
Revenues	$ 553,689	$ 2,780,817
Expenses	506,042	5,549,874
NET	**$ 47,647**	**$ (2,769,057)**

Monthly Tax Collections

January	$ 588,535	July	N/A
February	529,880	August	N/A
March	503,652	September	N/A
April	605,061	October	N/A
May	553,689	November	N/A
June	N/A	December	N/A
Total	**$ 2,780,817**		**$ 2,780,817**

3% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 83,992	$ 373,590
Expenses	38,622	368,605
NET	**$ 45,370**	**$ 4,985**

Monthly Tax Collections

January	$ 78,240	July	N/A
February	60,792	August	N/A
March	66,377	September	N/A
April	84,188	October	N/A
May	83,992	November	N/A
June	N/A	December	N/A
Total	**$ 373,590**		**$ 373,590**

1% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 27,997	$ 124,531
Exp - JMC Soccer Turf Project	-	-
NET	**$ 27,997**	**$ 124,531**

Monthly Tax Collections

January	$ 26,080	July	N/A
February	20,264	August	N/A
March	22,126	September	N/A
April	28,063	October	N/A
May	27,997	November	N/A
June	N/A	December	N/A
Total	**$ 124,531**		**$ 124,531**

Monthly & YTD Comparisons

	Monthly				YTD			
	Current Yr	Prior Yr	$ Change	% Change	Current Yr	Prior Yr	$ Change	% Change
Prepared Foods	$ 553,689	$ 544,376	$ 9,313	2%	$ 2,780,817	$ 2,708,184	$ 72,633	3%
3% Hotel/Motel	83,992	94,531	(10,539)	-11%	373,590	$ 390,233	(16,644)	-4%
1% Hotel/Motel	27,997	31,509	(3,512)	-11%	124,531	$ 129,826	(5,295)	-4%

Embassy Suites 3%

	January	February	March	April	May	June	Mid-Yr Totals
TOTALS	$ 16,168.87	$ 15,365.13	$ 17,777.31	$ 21,000.92	$ 20,400.98	N/A	$ 90,713.21

	July	August	September	October	November	December	YTD Totals
TOTALS	N/A	N/A	N/A	N/A	N/A	N/A	$ 90,713.21

Advertising and Promotion Funds
City of Jonesboro, Arkansas
May 2025

Fund 80 - Hotel/Motel 3% Fund Expenditure

Grant Award

Payee	Description	Date	Check No.	Amount
2024 Grant Awards				
Martin Luther King Commission	MLK Day Parade	1/8/2025	159299	$ 2,500
Red Wolf Foundation	Athletic Events held in Jonesboro (2024)	2/10/2025	159660	50,000
Crowley's Ridge Cruisers	Annual Car Show	2/10/2025	159580	4,000
NEA Baptist Charitable Foundation	Annual Duck Classic	2/10/2025	159644	10,000
2025 Grant Awards				
Miss Greater Jbr Scholarship Org	Scholarship Pageant	1/8/2025	159300	$ 2,500
ASU Club Softball	Softball Tournaments and Camps	2/10/2025	159543	10,000
Jets Aquatic Club	Spring Swim Clinic	2/10/2025	159620	25,000
Jonesboro Firefighters Local 3718	Firefighters L3718 Pickle Ball Tournament	2/10/2025	159624	1,000
Delta Symphony Orchestra	Annual Program Support-Quarterly	2 @ $3,750	Various	7,500
The Foundation of Arts	Annual Program Support-Quarterly	2 @ $15,000	Various	30,000
Downtown Jonesboro Alliance	Annual Program Support-Quarterly	2 @ $6,250	Various	12,500
Hispanic Community Services	Annual Program Support-Quarterly	2 @ $3,000	Various	6,000
Phi Beta Sigma (Alumni Chapter)	PBS/Zeta Phi Beta State Meeting	3/10/2025	160029	2,500
Disc Side of Heaven	The Jonesboro Open - Disc Golf Pro Tour	3/10/2025	159980	10,000
Jonesboro Business Association	Jonesboro Crawfish Festival	3/24/2025	160211	2,500
Jonesboro University Heights Lions Club	Pickle Ball Tournament	3/24/2025	160301	1,000
Northside Jonesboro Reunion	2025 Reunion	3/24/2025	160243	2,500
Missouri Arkansas Kiwanis International	2025 Conference	3/24/2025	160231	500
Arkansas Intersholastic Cycling League	NICA Arkansas Regional Race	3/24/2025	160110	15,000
			Total Grant Award Expense	**$ 195,000**

Administrative Expense

Payee	Description	Date	Check No.	Amount
Christy Appleton	Administrative	YTD	Check	$ 5,000
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	24,712
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	2,030
Young Investments	Office Space	YTD	Check	3,900
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check	2,179
Insurance & Licenses	Detail Available Upon Request	YTD	Check	300
Professional Services	Detail Available Upon Request	YTD	Check	15,055
Advertising & Promotion	Detail Available Upon Request	YTD	Check	1,613
Supplies	Detail Available Upon Request	YTD	Check	20
Office Supplies	Detail Available Upon Request	YTD	Check	47
Website Hosting/Maint & Design	Detail Available Upon Request	YTD	Check	6,303
A&P Misc Event Sponsorship	Detail Available Upon Request	YTD	Check	2,027
			Total Administrative Expense	**$ 63,186**

Other

Payee	Description	Date	Check No.	Amount
JHP/Embassy Suites	2024 Reimbursements (Q4)	1/22/2025	159417	$ 61,108
JHP/Embassy Suites	2025 Reimbursements (Q1)	YTD	Check	49,311
			Total Other Expense	**$ 110,419**
			Total 3% H/M Expense	**$ 368,605**

Fund 82 - Prepared Foods Fund Expenditure

Ridge Athletics Center
Professional Services

Payee	Description	Date	Check No.	Amount
Victus Advisors	Feasibility Study	1/8/2025	159292	$ 16,633
Associated Engineering LLC	Survey	YTD	Check	5,623
Waddell Cole & Jones PA	Legal Services	YTD	Check	6,094
Crafton Tull & Associates	Design Services	YTD	Check	80,941
Sports Facilities Advisory LLC	Facility Advisory Services	YTD	Check	187,000
Artents	Sports Complex Groundbreaking Event	3/24/2025	160112	1,553
City of Jonesboro	Quarterly Services Fee	YTD	Transfer	10,000
			Total Professional Services	**$ 307,844**

Lease Activities

Payee	Description	Date	Check No.	Amount
JPF Bond Trustee (Centennial Bank)	Prepaid Debt Service Reserve	4/11/2025	Transfer	$ 4,733,643
Jonesboro Public Facilities	Monthly Lease	YTD	ACH	475,000
			Total Lease Activities	**$ 5,208,643**
			Total Ridge Athletics Center Expense	**$ 5,516,487**

Administrative Expense

Payee	Description	Date	Check No.	Amount
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	$ 24,712
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	1,891
Travel & Exp Reimb	Detail Available Upon Request	YTD	Check	2,277
Advertising & Promotion	Detail Available Upon Request	YTD	Check	601
Supplies/Meeting	Detail Available Upon Request	YTD	Check	694
Dues & Subscriptions	Detail Available Upon Request	YTD	Check	3,214
			Total Administrative Expense	**$ 33,387**
			Total Prepared Foods Expense	**$ 5,549,874**

Advertising and Promotion Funds
City of Jonesboro, Arkansas
May 2025

Fund 80 - Hotel/Motel 3% Fund Event Current Year Activities

2025 Jonesboro Gravel

Expense

Payee	Description	Date	Check No.	Amount
Art Advertising, Inc	Printed Material- 500 Flyers	5/8/2025	Mesh Card	130
All Sports Productions Inc	Year 1 Support	5/8/2025	160836	50,000
			Total Event Expense	**$ 50,130**

City of Jonesboro, Arkansas

Alcoholic Beverage Tax Comparison To Prior Year

May 2025

	January	February	March	April	May	June	6-Month Totals
TOTALS	$ 63,917.48	$ 52,519.46	$ 57,409.05	$ 63,261.68	$ 57,934.86	N/A	$ 295,042.53

	July	August	September	October	November	December	YTD Totals
TOTALS	N/A	N/A	N/A	N/A	N/A	N/A	$ 295,042.53

	Current Year Month	Prior Year Month	$ Variance	% Variance
TOTALS	$ 57,934.86	$ 62,010.39	$ (4,075.53)	-6.6%

	YTD Current Year	YTD Previous Year	$ Variance	% Variance
TOTALS	$ 295,042.53	$ 311,715.60	$ (16,673.07)	-5.3%

Fixed Assets
Monthly Asset Report - May 2025

Asset	Purchased	Dept	Description	Orig Cost
01-101-11960	05-08-2025	02Police	Laptop Panasonic FZ55 with service bundle	4,166.40
01-101-11961	05-08-2025	02Police	Laptop Panasonic FZ55 with service bundle	4,166.40
01-101-11962	05-08-2025	02Police	Laptop Panasonic FZ55 with service bundle	4,166.40
01-101-11963	05-08-2025	02Police	Laptop Panasonic FZ55 with service bundle	4,166.40
01-101-11964	05-22-2025	02Police	Treadmill Spirit CT850	3,652.84
			Police	20,318.44
03-100-2020	05-08-2025	60Sanit	Radio Motorola APX 900 7/800MHz Model 2	3,389.96
03-100-2021	05-08-2025	60Sanit	Radio Motorola APX 900 7/800MHz Model 2	3,389.96
03-100-2022	05-08-2025	60Sanit	Radio Motorola APX 900 7/800MHz Model 2	3,389.96
03-100-2023	05-08-2025	60Sanit	Radio Motorola APX 900 7/800MHz Model 2	3,389.96
03-100-2024	05-08-2025	60Sanit	Radio Motorola APX 900 7/800MHz Model 2	3,389.96
03-100-2025	05-08-2025	60Sanit	Radio Motorola APX 900 7/800MHz Model 2	3,389.96
			Sanitation - Administration	20,339.76
06-100-2044	05-22-2025	70E911	Radio APX 900 Portable w/ accessories	3,187.91
06-100-2045	05-22-2025	70E911	Radio APX 900 Portable w/ accessories	3,187.91
			E-911	6,375.82
05-100-2916	05-08-2025	80Park	Trailer Utility w wood sides & electric lift	2,042.00
05-100-2917	05-08-2025	80Park	Tractor Kubota LX3520HSDC	38,668.23
05-100-2918	05-08-2025	80Park	Mower Wright Autonomous - Softball	42,713.58
			Parks - Administration	83,423.81
07-100-2051	05-22-2025	FA07100	Land: 1215 N Main Street for Master Drainage Plan	175,443.01
			Capital Improvements	175,443.01
13-100-0199	05-08-2025	JETS	Destination sign Front #2200-1037	2,500.00
13-100-0200	05-08-2025	JETS	Destination sign Front #2200-1037	2,500.00
13-100-0201	05-08-2025	JETS	Destination sign Front #2200-1037	2,500.00
13-100-0202	05-08-2025	JETS	Destination sign Front #2200-1037	2,500.00
13-100-0203	05-08-2025	JETS	Destination sign Front #2200-1037	2,500.00
			JET	12,500.00
Totals				318,400.84

Non-Uniform 401(a) Defined Contribution & 457(b) Retirement Savings Plans - Fund 21
Changes in Position
2025 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$7,528,207.34**	**$7,620,154.95**	**$7,621,118.25**	**$7,475,320.91**	**$7,518,657.53**	**$7,828,559.96**	**$7,528,207.34**
Additions:							
Employer Contributions	32,841.94	47,332.71	31,255.48	31,074.39	30,764.11		173,268.63
Employee Contributions	39,160.94	56,999.01	37,844.14	37,947.01	37,638.59		209,589.69
Other Additions	(6,283.76)	8,291.91	9,004.45	9,692.33	8,742.70		29,447.63
Total Additions	***65,719.12***	***112,623.63***	***78,104.07***	***78,713.73***	***77,145.40***	-	***412,305.95***
Deductions:							
Plan Distributions	178,509.29	86,544.87	8,057.06	57,832.59	56,821.85		387,765.66
Administrative Expenses	10,767.59	2,858.60	3,224.30	10,420.26	2,349.57		29,620.32
Other Deductions	-	-	-	-	-	-	-
Total Deductions	***189,276.88***	***89,403.47***	***11,281.36***	***68,252.85***	***59,171.42***	-	***417,385.98***
Adjustments:							
Unrealized Investment Gain(Loss)	215,505.37	(22,256.86)	(212,620.05)	32,875.74	291,928.45		305,432.65
Other Adjustments	-	-	-	-	-	-	-
Total Adjustments	***215,505.37***	***(22,256.86)***	***(212,620.05)***	***32,875.74***	***291,928.45***	-	***305,432.65***
Ending Balance	***7,620,154.95***	***$7,621,118.25***	***$7,475,320.91***	***$7,518,657.53***	***$7,828,559.96***	***$7,828,559.96***	***7,828,559.96***

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$7,828,559.96**	**$7,828,559.96**	**$7,828,559.96**	**$7,828,559.96**	**$7,828,559.96**	**$7,828,559.96**	**$7,528,207.34**
Additions:							
Employer Contributions							173,268.63
Employee Contributions							209,589.69
Other Additions							29,447.63
Total Additions	-	-	-	-	-	-	***412,305.95***
Deductions:							
Plan Distributions							387,765.66
Administrative Expenses							29,620.32
Other Deductions	-	-	-	-	-	-	-
Total Deductions	-	-	-	-	-	-	***417,385.98***
Total Deductions	-	-	-	-	-	-	***447,006.30***
Adjustments:							
Unrealized Investment Gain(Loss)							305,432.65
Other Adjustments	-	-	-	-	-	-	-
Total Adjustments	-	-	-	-	-	-	***305,432.65***
Ending Balance	***7,828,559.96***	***$7,828,559.96***	***$7,828,559.96***	***$7,828,559.96***	***$7,828,559.96***	***$7,828,559.96***	***$7,828,559.96***

*Effective September 2024, the 457(b) plan is now accounted for in Fund 21 reflecting the total defined contribution & retirement savings plans for Non-Uniform emp.
*The assigned Trustee is First Security Bank. The recordkeeper is Milliman, Inc.

Non-Uniform Pension Account
Changes in Position
2025 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$10,627,421.56**	**$10,825,480.72**	**$10,843,492.15**	**$10,565,201.74**	**$10,539,479.26**	**$10,769,606.30**	**$10,627,421.56**
Additions:							
Employer Contributions	-	-	-	-	-	-	-
Other Additions	2,838.33	2,458.15	2,134.37	1,676.01	1,466.60		10,573.46
Total Additions	***2,838.33***	***2,458.15***	***2,134.37***	***1,676.01***	***1,466.60***	-	***10,573.46***
Deductions:							
Pension Benefits	42,928.50	46,885.44	44,963.94	44,963.94	45,573.29		225,315.11
Administrative Expenses	4,189.96	993.54	994.47	2,082.37	3,079.08		11,339.42
Other Deductions	-	-	-	-	-	-	-
Total Deductions	***47,118.46***	***47,878.98***	***45,958.41***	***47,046.31***	***48,652.37***	-	***236,654.53***
Adjustments:							
Unrealized Investment Gain(Loss)	242,339.29	63,432.26	(234,466.37)	19,647.82	277,312.81		368,265.81
Other Adjustments	-	-	-	-	-	-	-
Total Adjustments	***242,339.29***	***63,432.26***	***(234,466.37)***	***19,647.82***	***277,312.81***	-	***368,265.81***
Ending Balance	**$10,825,480.72**	**$10,843,492.15**	**$10,565,201.74**	**$10,539,479.26**	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**	**$10,627,421.56**
Additions:							
Employer Contributions	-	-	-				-
Other Additions							10,573.46
Total Additions	-	-	-	-	-	-	***10,573.46***
Deductions:							-
Pension Benefits							225,315.11
Administrative Expenses							11,339.42
Other Deductions	-						-
Total Deductions	-	-	-	-	-	-	***236,654.53***
Adjustments:							
Unrealized Investment Gain(Loss)							368,265.81
Other Adjustments	-						-
Total Adjustments	-	-	-	-	-	-	***368,265.81***
Ending Balance	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**	**$10,769,606.30**

*The Non-Uniform pension account is the old pension plan. Funds are managed by PRINCIPAL & STEPHENS.

City of Jonesboro
ARPA Restricted Revenue Replacement Fund Schedule
May 2025

Schedule of Activity		Annual Activity
Funding	**Amount**	
2024 Carryover Funding	**8,627,165**	

Project	Appropriation	2025	Total Activity	Remaining Amount
Demolition of 100 W. Washington	3,250,000	2,716,301	2,716,301	533,699
Mosquito Abatement	139,604		-	139,604
Aquatic Feature - Ridge Athletics Center	3,200,000		-	3,200,000
Humanitarian	500,000	85,326	85,326	414,674
Total	**7,089,604**	**2,801,627**	**2,801,627**	**4,287,977**
Unappropriated Funding	**1,537,561**			

Schedule of ARPA Replacement Restricted Fund Availability

ARPA Revenue Replacement Funding	8,627,165
ARPA Revenue Replacement Appropriations	7,089,604
Unappropriated ARPA Revenue Replacement Funds	**1,537,561**
ARPA Revenue Replacement Appropriations	7,089,604
ARPA Revenue Replacement Expenditures	2,801,627
Unexpended ARPA Revenue Replacement Appropriations	**4,287,977**
Unappropriated ARPA Revenue Replacement Funds	1,537,561
Unexpended ARPA Revenue Replacement Appropriations	4,287,977
Remaining Balance	**5,825,539**

City of Jonesboro
Schedule of Capital Improvement Funds
May 2025

Capital Improvement Detail by Project

Department	Description	2024 Carryover	Remaining Grant/ Other	2025 Budget	Bud Amend, Contr Appr, Sch Adj	Revenue/ Donation	Total Funding	2025 Activity	Open PO Remaining	$ Remaining
General Fund Supported Projects										
Grants	University Heights Trail	**1,709,908**	316,000				**2,025,908**		13,840	**2,012,068**
	Downtown to A-State	**976,438**					**976,438**	270,031	712,280	**(5,873)**
Parks Admin	Parks Master Plan	**1,357,453**		300,000			**1,657,453**			**1,657,453**
	Parks Security Camera Upgrade	**31,745**					**31,745**	3,388		**28,357**
Softball	Field 10 Flip	**2,172**					**2,172**		10,082	**(7,910)**
Urban Parks	Various Park Improvements	**14,590**		300,000			**314,590**	116,324	3,113	**195,153**
	New Park (Pocket/Neighborhood)	**32,691**		300,000			**332,691**	11,660	11,660	**309,371**
	Dog Park & Other	**-**					**-**			**-**
	Disciple Park	**-**	798,976		1,129,675	100,000	**2,028,651**	217,713	243,800	**1,567,138**
CFP	Walking Trail Lights	**144,000**			23,748		**167,748**	224,116	25,362	**(81,731)**
	50 Spot Parking Lot	**381,574**					**381,574**			**381,574**
	Overlay Back Half of Loop Road	**167,385**					**167,385**			**167,385**
	Trail Spur from Entrance	**23,748**			(23,748)		**-**			**-**
JMC	Soccer Field Imp/Artificial Turf	**116,105**					**116,105**	107,701	8,404	**(0)**
	Concession Siding	**29,100**					**29,100**		29,100	**-**
Admin	Welcome Signs	**12,309**					**12,309**			**12,309**
Comm Ctr	Winter Wonderland	**22,253**					**22,253**	20,250		**2,003**
	Allen Park Playground	**514,823**	190,000				**704,823**	7,000	514,824	**182,999**
	Parker Park Pool	**24,970**					**24,970**	21,998		**2,972**
SSC	Shooting Range (All)	**167,661**					**167,661**		189,860	**(22,199)**
	Total General Fund Projects	**$5,728,925**	**$1,304,976**	**$900,000**	**$1,129,675**	**$100,000**	**$9,163,576**	**$1,000,182**	**$1,762,324**	**$6,401,070**
Street Fund Supported Projects										
Engineering	Misc. Drainage Projects	**-**		500,000			**500,000**	181,267		**318,733**
	NEA Development (NEAIDC)	**-**		171,250			**171,250**			**171,250**
	Misc Street Projects	**36,775**		500,000			**536,775**	102,300	433,850	**624**
	Sidewalks/Misc Concrete	**-**		500,000			**500,000**	271,721		**228,279**
	Cway/Prkr/Fox Mead-ROW/Util	**28,324**					**28,324**	30,774	3,940	**(6,390)**
	Railroad Maintenance	**-**		400,000			**400,000**	39,546	55,440	**305,014**
	AHTD100657 MLK Extension	**38,000**					**38,000**		38,000	**(0)**
	AHTD100881 Hwy 1-B Widening	**51,545**					**51,545**	10,005	41,540	**(0)**
	AHTD100879 49/I555-49/Parker	**47,741**					**47,741**		34,627	**13,114**
	Street Overlays	**324,486**		1,000,000			**1,324,486**	285,627	973,053	**65,805**
	Total Street Fund Projects	**$526,871**	**$0**	**$3,071,250**	**$0**	**$0**	**$3,598,121**	**$921,239**	**$1,580,451**	**$1,096,431**
Total Capital Improvement		**$6,255,796**	**$1,304,976**	**$3,971,250**	**$1,129,675**	**$100,000**	**$12,761,697**	**$1,921,421**	**$3,342,776**	**$7,497,501**

New Business Report
City of Jonesboro, AR
April 2025

Name	Application Date	Status	Customer #	License Type	Location	Contact Address	City. State	Zip Code	Phone	Email
A & M Lawncare Services LLC	5/13/2025	Active	24825	Yard Work	203 S Allis St	203 S. Allis St	Jonesboro AR	72401	(870) 882-7378	anmlawncare05@gmail.com
ADA LLC	5/9/2025	Active	24822	Vending Mach.-Amusement	516 Southwest Dr	1118 SFC 102	Palestine AR	72373	(870) 919-4581	carteraa2797@gmail com
AGB Blue Cleaning Service	5/8/2025	Active	24818	Janitorial Service	Outside Jonesboro	PO Box 121	Brookland AR	72417	(870) 530-2083	arlitajoiner@gmail.com
AJ Western Boots	5/29/2025	Active	24852	Miscellaneous Occupation	6305 Julia Dr	2303 Stallings Lane #A2	Jonesboro AR	72401	(870) 819-7885	elih@lifesavertax.com
Allen Janitorial Service	5/9/2025	Active	24821	Janitorial Service	1825 Kendal St	1825 Kendal St	Jonesboro AR	72401	(870) 316-3276	allenfredrick287@gmail.com
Ander's Boots	5/29/2025	Partial	24851	Inventory Based Businesses	2209 E Highland Dr #B	2720 Freedom Dr	Jonesboro AR	72401	(870) 530-7149	ago859868@gmail.com
Baudi Painting & Remodeling LLC	5/14/2025	Partial	24832	Sub-Contractor	1702 Duncan Rd	1702 Duncan Rd	Jonesboro AR	72401	(870) 316-1940	dbaudi222@gmail.com
Beyond The Beams Home Inspection	5/1/2025	Active	24806	Service Business Not Classified	Outside City Limits	2078 CR 960	Brookland AR	72417	(870) 761-7148	beyond.home.inspections870@gmail.c
Caliber Collision Centers	5/1/2025	Active	24805	Auto Repair Shops & Garages	3921 Stadium Blvd	2941 Lake Vista Drive	Lewisville TX	75067	(870) 604-1577	licenseandpermits@calibercollision.con
Christlike Landscaping LLC	5/8/2025	Active	24819	Yard Work	6047 Beaver Creek Lane	6047 Beaver Creek Lane	Jonesboro AR	72404	(870) 243-6318	cllandscaping25@icloud.com
CubeSmart 5203	5/20/2025	Active	24841	Miscellaneous Occupation	1512 Southern Branch Dr	Southern Hill Storage LLC 5 Old Lancaster Ro	Malvern PA	19355	(610) 535-5000	blicense@cubesmart.com
Doll's Body Sculpting	5/12/2025	Active	24824	Massage Therapist	2009 Maurice Street	2009 Maurice St	Jonesboro AR	72401	(870) 253-9603	reynaldorange149@gmail.com
Elite Home Solutions	5/7/2025	Active	24814	Sub-Contractor	144 County Road 437	144 CR 437	Jonesboro AR	72704	(479) 351-9179	eric@elitehomesolutions.pro
Fox Family Electric LLC	5/6/2025	Active	24812	Sub-Contractor	Outside Jonesboro	212 Haynes Street	West Monroe LA	71291	(318) 330-9966	foxfamilyelectric@gmail.com
Greater Beginnings	5/14/2025	Active	24828	Kindergarten/Nursery	2120 Thorn St	5411 E. Nettleton	Jonesboro AR	72401	(870) 316-2880	greaterbeginnings1@gmail.com
Greenless Taekwondo and Hideout I	5/7/2025	Active	24817	Karate School	2305 E Parker Rd #B & C	3340 Players Club Parkway #150	Memphis TN	38125	(870) 278-8412	atlascpagroup@gmail.com
Guided Practice Solutions: Dental LL	5/2/2025	Active	24808	Service Business Not Classified	515 W Washington Ave	PO Box 17151	Jonesboro AR	72403	(870) 333-5088	adminassistant@gps.dental
Hood Rolls	5/29/2025	Partial	24853	Restaurant-041 to 075 seats	5301 E Nettleton Ave	325 S Church Street #8	Jonesboro AR	72401	(870) 206-7066	rileymicah2015@gmail.com
Infinite Interior & Distribution	5/21/2025	Active	24842	Inventory Based Businesses	725 E Johnson Ave	1200 N Floyd Street	Jonesboro AR	72401	(901) 646-0089	candicemabry@gmail.com
J & M's Handmade Bliss	5/20/2025	Active	24839	Miscellaneous Occupation	1600 Merrywood	1600 Merrywood	Jonesboro AR	72401	(870) 926-7885	jmshandmadebliss@hotmail.com
Jacob Langston DDS	5/14/2025	Active	24830	Dentist	2000 Fielders Rd	Southern Dental of Hilltop LLC PO Box 17151	Jonesboro AR	72403	(870) 972-6985	adminassistant@gps.dental
Jamba & Auntie Anne's	5/14/2025	Active	24827	Restaurant-001 to 020 seats	2411 Race St #G	1385 Sullivan Cir	Jonesboro AR	72404	(870) 450-9493	chriscoleman870@gmail.com
Joseph & G Silver Construction LLC	5/14/2025	Active	24831	Sub-Contractor	1211 Teekwood Cove	1211 Teekwood Cove	Jonesboro AR	72401	(870) 713-0104	cristianplata45@gmail.com
Kids Hangout	5/28/2025	Active	24850	Kindergarten/Nursery	3529 E Nettleton Ave #I	303 Drake	Jonesboro AR	72401	(870) 275-0824	jessica.nunez95@gmail.com
KosmoKaylee	5/19/2025	Active	24837	Beauty & Barbe Shops-Salons	1849 Highland # 4	Sola Salon 109 N. 27nd Ave	Paragould AR	72450	(870) 565-6857	kthac06@gmail.com
Leal's Concrete LLC	5/13/2025	Active	24826	Sub-Contractor	Outside City Limits	115 CR 915	Jonesboro AR	72401	(870) 273-3492	lealconcretellc@gmail.com
Lektron LED Technologies	5/1/2025	Active	24803	Sub-Contractor	Outside Jonesboro	DBA Lektron Branding Solutions 4111 S 74th I	Tulsa OK	74145	(918) 622-4978	hgarcia@lektroninc.com
Lexurious Signature Beauty by A. Joh	5/28/2025	Active	24848	Vending Mach.-Amusement	1000 S Caraway Rd	4901 Yukon Dr	Jonesboro AR	72405	(870) 819-7225	johnsonalexis2713@yahoo.com
Mark Graftenreed	5/5/2025	Active	24811	Sub-Contractor	Outside Jonesboro	2506 Greene 716 Rd	Paragould AR	72450	(870) 239-1217	dareeds@gmail.com
Mark Kingston DDS	5/14/2025	Active	24829	Dentist	2500 Browns Lane	William R. Little DDS PLLC PO Box 17151	Jonesboro AR	72403	(870) 972-1200	adminassistant@gps.dental
Monica Meads	5/1/2025	Active	24804	Real Estate-Salesman	314 S Main #A	Compass Rose Realty 365 CR 338	Jonesboro AR	72401	(870) 604-0065	monica.meads.re@gmail.com
Ozark Valley Contracting LLC	5/19/2025	Active	24838	General Contractor	1512 Washington Avenue	1512 E. Washington #B	Jonesboro AR	72401	(870) 586-6425	priscillajones.ovc@outlook.com
Rachall Financial Services Inc.	5/28/2025	Active	24849	Accountants	3202 Village Cove	3202 Village Cove	Jonesboro AR	72404	(870) 530-1686	lauren@rachallfinancial.com
Rock N' Roll Sushi	5/23/2025	Active	24846	Restaurant-041 to 075 seats	2411 Race St #A	C & A Holdings Jonesboro LLC 2411 Race St.	Jonesboro AR	72401	(870) 333-5800	mr.jonesboro@gmail.com
Rusken Packaging Inc.	5/27/2025	Active	24847	Distributors	2606 Dr MLK Jr Dr	PO Box 2100	Cullman AL	35056	(870) 578-9572	ap@rusken.com
Shadrach's Coffee #7	5/15/2025	Active	24833	Delicatessen-Take out	3402 Southwest Dr	3326 E. Nettleton Ave	Jonesboro AR	72401	(870) 930-7906	larry@shadrachscoffee.com
Something Art Cafe	5/20/2025	Partial	24840	Miscellaneous Occupation	211 S Main St	600 N Caraway Rd	Jonesboro AR	72401	(870) 520-9307	info@somethingskateboards.com
Sunrise Automotive	5/15/2025	Active	24834	Auto Repair Shops & Garages	104 Royale Dr	104 Royale Dr	Jonesboro AR	72401	(870) 275-1874	foleymotors@yahoo.com
Tacos El Compadre	5/2/2025	Active	24807	Delicatessen-Take out	237 N Gee	1120 W Oak Avenue	Jonesboro AR	72401	(870) 919-7093	dayamonrreal@gmail.com
Taqueria Galindo LLC	5/7/2025	Active	24813	Delicatessen-Take out	810 S Gee St	1501 Arrowhead Farm Rd #A	Jonesboro AR	72401	(870) 316-0849	karlagalindo2424@gmail.com
The Cowboy Cooler	5/7/2025	Active	24816	Delicatessen-Take out	4808 Ingels Rd	4808 Ingels Road	Jonesboro AR	72404	(870) 275-0568	cowboycoolerss@gmail.com
The Hair Wash	5/12/2025	Active	24823	Beauty & Barbe Shops-Salons	1120 W Huntington Ave	1120 W. Huntington	Jonesboro AR	72401	(870) 897-3812	kgkbeauty96@gmail.com
The Wash Tub On Gee	5/7/2025	Active	24815	Coin Op Self-Service Laundry	1010 Wall St	296 CR 4242	Jonesboro AR	72404	(870) 552-0423	aingle@farmersagent.com
Tinsley Tax LLC	5/2/2025	Active	24809	Accountants	108 E Huntington Avenue	PO Box 16906	Jonesboro AR	72403	(870) 919-2682	adam@tinsleytax.com
Walker Lawn & Leaf	5/8/2025	Active	24820	Yard Work	2606 Travis Lane	2606 Travis Lane	Jonesboro AR	72404	(870) 897-2300	walkerleaflawn@gmail.com
William Brown Sr.	5/2/2025	Active	24810	Real Estate-Salesman	2907 S Caraway Rd #A	3015 W. Rose Street	Blytheville AR	72315	(870) 935-0701	buywithbrown@outlook.com
Wood Air Conditioning. LLC	5/21/2025	Active	24844	Sub-Contractor	Outside Jonesboro	1164 US Hwy 67 E	Mt Pleasant TX	75455	(903) 572-0585	vanessa@woodsc.com
47	Total									

City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: COM-25:022

Agenda Date: 7/1/2025 **Version:** 1 **Status:** To Be Introduced

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

City Stars Audit

Jonesboro City Stars Booster Club, Inc.
Audited Financial Statements
For the Year Ended December 31, 2024

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THOMAS, SPEIGHT & NOBLE
1120 Windover Road, Jonesboro, AR 72401 (870) 932-5858
A Professional Association of Certified Public Accountants
Member of the Private Companies Section of the American Institute of Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Jonesboro City Stars Booster Club, Inc.
Jonesboro, Arkansas

Opinion

We have audited the accompanying financial statements of Jonesboro City Stars Booster Club, Inc. (a nonprofit organization), which comprise the statement of assets, liabilities, and net assets—cash basis as of December 31, 2024, and the related statement of support, revenue, and expenses—cash basis for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of Jonesboro City Stars Booster Club, Inc. as of December 31, 2024, and its support, revenue, and expenses for the year then ended in accordance with the cash basis of accounting as described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Jonesboro City Stars Booster Club, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Jonesboro City Stars Booster Club, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Jonesboro City Stars Booster Club Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Thomas, Speight & Noble, CPAs

Thomas, Speight & Noble, CPAs
Jonesboro, Arkansas
June 16, 2025

Jonesboro City Stars Booster Club, Inc.

Statement of Assets, Liabilities, and Net Assets - Cash Basis

For the year ended December 31, 2024

	2024
ASSETS	
Current assets:	
Cash & cash equivalents	$ 82,346
Total current assets	82,346
TOTAL ASSETS	$ 82,346
LIABILITIES AND NET ASSETS	
Current Liabilities:	
Accounts payable	$ -
Total current liabilities	-
Long-term debt, net of current portion	-
TOTAL LIABILITIES	-
Net assets:	
Without donor restrictions	82,346
Total net assets	82,346
TOTAL LIABILITIES AND NET ASSETS	$ 82,346

The accompanying notes are an integral part of these financial statements.

Jonesboro City Stars Booster Club, Inc.

Statement of Support, Revenue, and Expenses - Cash Basis

For the year ended December 31, 2024

	2024
Support and Revenue	
Registration fees and concessions	$ 492,679
Contributions - Sponsorships	64,870
Contributions - Christmas Parade	15,900
Total support and revenue	573,449
Expenses	
Program services:	
Scorekeepers, referees, and concessions	379,489
League equipment purchases	73,228
Entry fees	3,446
Concession expense	56,254
Trophies	21,459
Travel	4,146
Training	4,640
Professional services	1,910
Office expense	3,318
Bank charge	350
Meals	366
Parade expense	8,489
Total expenses	557,095
Change in Net Assets	16,354
Net assets, beginning of year	65,992
Net assets, end of year	$ 82,346

The accompanying notes are an integral part of these financial statements

Jonesboro City Stars Booster Club, Inc.

Notes to Financial Statements
December 31, 2024

Note 1: Summary of Significant Accounting Policies

Nature of Activities:
Jonesboro City Stars Booster Club, Inc. (the "Club") is a nonprofit corporation incorporated under the laws of the State of Arkansas. The Club's mission is to establish, maintain, and conduct clubs for children by providing activities and sporting events in Jonesboro, Arkansas. The Club funds City Stars Spring and Fall Soccer, Striker 3v3 Summer Soccer League, Junior High Spring Soccer, Arkansas Revolution FC Travel Soccer, City Stars Winer and Summer Basketball, Elementary Basketball, Wolf Club Tackle Spring and Fall Football, Wolf Club Cheerleading, Wolf Club Fall Flag Football, Target Golf, Rugby, NEA Spring and Fall Volleyball and Adult Volleyball through registration and tournament fees, sponsorships, and concessions.

Basis of Accounting:
The accompanying financial statements have been prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Under this basis, the only asset recognized is cash, and no liabilities are recognized. All transactions are recognized as either cash receipts or disbursements, and noncash transactions are not recognized in the financial statement.

Financial Statement Presentation:
Financial statement presentation follows the Financial Accounting Standards Board in its Accounting Standards Codification (ASC) 958, *Not-for-Profit entities* which requires financial statements for not-for-profit entities to be presented in a particular form. Resources are classified for accounting and reporting purposes into two classes of net assets, according to externally imposed restrictions. A description of these categories follows:

Without donor restrictions: The portion of the net assets of the Club that can be used subject only to the broad limits resulting from the nature of the institution, the environment in which it operates, and the purposes specified in its articles of incorporation or bylaws. In some cases, the use of the resources is also subject to limits resulting from contractual agreements with suppliers, creditors, and others entered into by the Club in the course of its business. The Club has the greatest ability to choose when using these resources.

Net assets without donor restrictions generally result from contributions that are not subject to donor-imposed time restrictions, and income from investing excess operating cash, reduced by expenses incurred in providing services, raising contributions, and performing administrative functions.

With donor restrictions: The portion of the net assets of the Club that is subject to either donor-imposed time restrictions or donor-imposed purpose restrictions. These restrictions limit the Club's choices when using these resources because the Club has a fiduciary responsibility to its donors to follow the donor's instructions.

Net asset with donor restrictions generally result from donor-restricted grants and contributions.

Note 1: Summary of Significant Accounting Policies (continued)

Cash and cash equivalents:
For the purpose of these financial statements, the Club considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Income Taxes:
Jonesboro City Stars Booster Club, Inc. is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code, except to the extent of unrelated business taxable income. There were no unrelated business activities for the year ended December 31, 2024; therefore, no provision has been made for incomes taxes in the accompanying financial statements. The Club has filed or will file all applicable Federal Form 990 income tax returns.

Advertising:
The Club expenses advertising costs in the period in which they are incurred. During the year ended December 31, 2024, advertising costs totaled $0.

Field Rental:
Arkansas Revolution FC Travel Soccer has an outstanding agreement with City Stars to pay $45 per player per season for the use of soccer fields. As both programs share a bank account, no actual cash is exchanged for this transaction. Instead, the field rental cost is recorded as an internal expense for Arkansas Revolution FC Travel Soccer. This accounting entry is used solely for budgeting and balance tracking within the Arkansas Revolution FC Travel Soccer financial reports and does not reflect a cash outflow.

Management's Review:
The Club has evaluated subsequent events through June 16, 2025 the date the financial statements were available to be issued.

THOMAS, SPEIGHT & NOBLE
1120 Windover Road, Jonesboro, AR 72401 (870) 932-5858
A Professional Association of Certified Public Accountants
Member of the Private Companies Section of the American Institute of Certified Public Accountants

June 16, 2025

To the Board of Directors of
Jonesboro City Stars Booster Club, Inc.

We have audited the financial statements of Jonesboro City Stars Booster Club, Inc. for the year ended December 31, 2024, and we will issue our report thereon dated June 16, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 15, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Jonesboro City Stars Booster Club, Inc. are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2024. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no estimates in these financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements attached to this letter.

1120 Windover Rd
PO Box 17167
Jonesboro, AR 72403
870-932-5858
Fax 870-932-2030

420 West Walnut
PO Box 205
Blytheville, AR 72315
870-762-5831
Fax 870-762-5833

1400 West Kaiser
PO Box 644
Osceola, AR 72370
870-563-2638
Fax 870-563-3794

915 Townsend Drive
PO Box 700
Pocahontas, AR 72455
870-892-2575
Fax 870-892-2576

501 Ward Avenue
PO Box 1154
Caruthersville, MO 63830
573-333-4225
Fax 573-333-4443

Disagreements with Management

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 16, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors of Jonesboro City Stars Booster Club, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully,

Thomas, Speight & Noble, CPAs

Thomas, Speight & Noble, CPAs
Jonesboro, Arkansas

Jonesboro City Stars Booster Club
Adjusting Journal Entries
January 1, 2024 - December 31, 2024

Date	Reference	Account	Description	WP Reference	Debit	Credit	Net Income Effect
Adjusting Journal Entries							
12/31/24	AJE01		**To reclass.**				
		4099	Ask my accountant				0.00
		6010	League Equipment Purchases			8,497.50	
					8,497.50		
			Totals for Adjusting Journal Entries		8,497.50	8,497.50	0.00
			Report Totals		8,497.50	8,497.50	0.00

Journal Entry count = 1

Jonesboro City Stars Booster Club 10569J
TSNJBR-Account Groupings

		12/31/23 Adjusted Bal	12/31/24 Unadjusted Bal	Adjusting JE Adjustments	12/31/24 Adjusted Bal	WP Reference
Account Classification						
CA	**Current Assets**					
CA, No Subcode						
1000 - CENTENNIAL		65,992.46	74,935.70		74,935.70	
1005 - First National Bank		0.00	7,409.84		7,409.84	
Totals for No Subcode		65,992.46	82,345.54	0.00	82,345.54	
CA	**Totals for Current Assets**	65,992.46	82,345.54	0.00	82,345.54	
EQ	**Equity**					
EQ, No Subcode						
3000 - Opening Bal Equity		(25,962.57)	(25,962.57)		(25,962.57)	
3900 - Retained Earnings		(27,318.88)	(40,029.89)		(40,029.89)	
Totals for No Subcode		(53,281.45)	(65,992.46)	0.00	(65,992.46)	
EQ	**Totals for Equity**	(53,281.45)	(65,992.46)	0.00	(65,992.46)	
INC	**Income**					
INC, No Subcode						
4020 - Registration Fees & Concession		(493,991.03)	(557,548.83)		(557,548.83)	
4030 - Parade Registration Donations		0.00	(15,899.56)		(15,899.56)	
Totals for No Subcode		(493,991.03)	(573,448.39)	0.00	(573,448.39)	
INC	**Totals for Income**	(493,991.03)	(573,448.39)	0.00	(573,448.39)	
EXP	**Operating Expenses**					
EXP, No Subcode						
4099 - Ask my accountant		0.00	8,497.50		0.00	
AJE01 To reclass.				(8,497.50)		
6000 - Scorekeepers Refs Concession		330,536.33	379,489.37		379,489.37	
6010 - League Equipment Purchases		62,099.60	64,730.95		73,228.45	
AJE01 To reclass.				8,497.50		
6015 - Entry Fees		17,233.38	3,446.00		3,446.00	
6020 - Concession Expense		47,422.93	56,254.52		56,254.52	
6030 - T-Shirts		4,928.91	0.00		0.00	
6045 - TRAVEL		2,223.60	4,145.93		4,145.93	
6050 - Trophies		13,587.11	21,459.43		21,459.43	
6055 - Training		0.00	4,640.00		4,640.00	
6060 - Professional Services		2,400.00	1,910.00		1,910.00	
6070 - Office Expense		413.91	3,318.44		3,318.44	
6075 - Bank Charge		0.00	350.00		350.00	
6845 - MEALS		434.25	363.45		363.45	
6999 - Parade Expense		0.00	8,489.72		8,489.72	
Totals for No Subcode		481,280.02	557,095.31	0.00	557,095.31	
EXP	**Totals for Operating Expenses**	481,280.02	557,095.31	0.00	557,095.31	
	Totals for Account Classification	0.00	0.00	0.00	0.00	
	Net Profit/(Loss)	12,711.01	16,353.08		16,353.08	

Jonesboro City Stars Booster Club 10569J
TSNJBR-Final Analytics FS Grouping
Adjusted Basis

		1 Year Ended December 31, 2023	$ Change	% Change	1 Year Ended December 31, 2024
Account Classification					
CA	**Current Assets**				
CA, No Subcode					
1000	CENTENNIAL	$ 65,992.46	$ 8,943.24	13.55 %	$ 74,935.70
1005	First National Bank	0.00	7,409.84	100.00	7,409.84
	Totals for No Subcode	$ 65,992.46	$ 16,353.08	24.78 %	$ 82,345.54
EQ	**Equity**				
EQ, No Subcode					
3000	Opening Bal Equity	$ (25,962.57)	$ 0.00	0.00 %	$ (25,962.57)
3900	Retained Earnings	(27,318.88)	(12,711.01)	(46.53)	(40,029.89)
	Totals for No Subcode	$ (53,281.45)	$ (12,711.01)	(23.86)%	$ (65,992.46)
INC	**Income**				
INC, No Subcode					
4020	Registration Fees & Concession	$ (493,991.03)	$ (63,557.80)	(12.87)%	$ (557,548.83)
4030	Parade Registration Donations	0.00	(15,899.56)	(100.00)	(15,899.56)
	Totals for No Subcode	$ (493,991.03)	$ (79,457.36)	(16.08)%	$ (573,448.39)
EXP	**Operating Expenses**				
EXP, No Subcode					
601	bank charge	$ 0.00	$ 0.00	0.00 %	$ 0.00
999	Undistributed	0.00	0.00	0.00	0.00
4099	Ask my accountant	0.00	0.00	0.00	0.00
6000	Scorekeepers Refs Concession	330,536.33	48,953.04	14.81	379,489.37
6010	League Equipment Purchases	62,099.60	11,128.85	17.92	73,228.45
6015	Entry Fees	17,233.38	(13,787.38)	(80.00)	3,446.00
6020	Concession Expense	47,422.93	8,831.59	18.62	56,254.52
6030	T-Shirts	4,928.91	(4,928.91)	(100.00)	0.00
6040	Insurance Expense	0.00	0.00	0.00	0.00
6045	TRAVEL	2,223.60	1,922.33	86.45	4,145.93
6050	Trophies	13,587.11	7,872.32	57.94	21,459.43
6055	Training	0.00	4,640.00	100.00	4,640.00
6060	Professional Services	2,400.00	(490.00)	(20.42)	1,910.00
6070	Office Expense	413.91	2,904.53	701.73	3,318.44
6075	Bank Charge	0.00	350.00	100.00	350.00
6079	· REPAIRS	0.00	0.00	0.00	0.00
6099	fund raiser	0.00	0.00	0.00	0.00
6560	Payroll Expenses	0.00	0.00	0.00	0.00
6845	MEALS	434.25	(70.80)	(16.30)	363.45
6846	· medical supplies	0.00	0.00	0.00	0.00
6999	Parade Expense	0.00	8,489.72	100.00	8,489.72
	Totals for No Subcode	$ 481,280.02	$ 75,815.29	15.75 %	$ 557,095.31
	Net Profit/(Loss)	$ 12,711.01	$ 3,642.07	28.65 %	$ 16,353.08

Jonesboro City Stars Booster Club
Final Analytics 5 Yr
Adjusted Basis

Account Classification		1 Year Ended December 31, 2020	% Change	1 Year Ended December 31, 2021	% Change	1 Year Ended December 31, 2022	% Change	1 Year Ended December 31, 2023	% Change	1 Year Ended December 31, 2024
CA	Current Assets									
CA, No Subcode										
1000	CENTENNIAL	$ 26,820.84	165.15%	$ 71,116.53	(25.08)%	$ 53,281.45	23.86%	$ 65,992.46	13.55%	$ 74,935.70
1005	First National Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	7,409.84
	Totals for No Subcode	$ 26,820.84	165.15%	$ 71,116.53	(25.08)%	$ 53,281.45	23.86%	$ 65,992.46	24.78%	$ 82,345.54
CA	Totals for Current Assets	$ 26,820.84	165.15%	$ 71,116.53	(25.08)%	$ 53,281.45	23.86%	$ 65,992.46	24.78%	$ 82,345.54
EQ	Equity									
EQ, No Subcode										
3000	Opening Bal Equity	$ (25,962.57)	0.00%	$ (25,962.57)	0.00%	$ (25,962.57)	0.00%	$ (25,962.57)	0.00%	$ (25,962.57)
3900	Retained Earnings	16,118.04	(105.32)	(858.27)	(5,161.04)	(45,153.96)	39.50	(27,318.88)	(46.53)	(40,029.89)
	Totals for No Subcode	$ (9,844.53)	(172.44)%	$ (26,820.84)	(165.15)%	$ (71,116.53)	25.08%	$ (53,281.45)	(23.86)%	$ (65,992.46)
EQ	Totals for Equity	$ (9,844.53)	(172.44)%	$ (26,820.84)	(165.15)%	$ (71,116.53)	25.08%	$ (53,281.45)	(23.86)%	$ (65,992.46)
INC	Income									
INC, No Subcode										
4020	Registration Fees & Concession	$ (169,481.18)	(75.20)%	$ (296,937.87)	(29.44)%	$ (384,353.28)	(28.53)%	$ (493,991.03)	(12.87)%	$ (557,548.83)
4030	Parade Registration Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(100.00)	(15,899.56)
	Totals for No Subcode	$ (169,481.18)	(75.20)%	$ (296,937.87)	(29.44)%	$ (384,353.28)	(28.53)%	$ (493,991.03)	(16.08)%	$ (573,448.39)
INC	Totals for Income	$ (169,481.18)	(75.20)%	$ (296,937.87)	(29.44)%	$ (384,353.28)	(28.53)%	$ (493,991.03)	(16.08)%	$ (573,448.39)
EXP	Operating Expenses									
EXP, No Subcode										
601	bank charge	$ 15.00	(100.00)%	$ 0.00	100.00%	$ 175.00	(100.00)%	$ 0.00	0.00%	$ 0.00
999	Undistributed	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4099	Ask my accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6000	Scorekeepers Refs Concession	33,873.72	286.03	130,764.14	85.09	242,025.11	36.57	330,536.33	14.81	379,489.37
6010	League Equipment Purchases	34,465.27	48.60	51,214.95	17.53	60,191.35	3.17	62,099.60	17.92	73,228.45
6015	Entry Fees	12,673.88	29.12	16,364.46	(5.14)	15,522.67	11.02	17,233.38	(80.00)	3,446.00
6020	Concession Expense	33,769.65	1.80	34,376.09	77.41	60,985.75	(22.24)	47,422.93	18.62	56,254.52
6030	T-Shirts	12,755.08	(40.84)	7,545.67	(90.10)	747.13	559.71	4,928.91	(100.00)	0.00
6040	Insurance Expense	1,492.00	(100.00)	0.00	100.00	1,564.00	(100.00)	0.00	0.00	0.00
6045	TRAVEL	911.34	161.92	2,386.94	8.46	2,588.81	(14.11)	2,223.60	86.45	4,145.93
6050	Trophies	12,199.58	(42.77)	6,982.38	112.83	14,860.70	(8.57)	13,587.11	57.94	21,459.43
6055	Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	4,640.00
6060	Professional Services	8,025.00	(71.34)	2,300.00	4.35	2,400.00	0.00	2,400.00	(20.42)	1,910.00
6070	Office Expense	580.12	(46.91)	308.01	0.40	309.25	33.84	413.91	701.73	3,318.44

Jonesboro City Stars Booster Club
Final Analytics 5 Yr
Adjusted Basis

		1 Year Ended December 31, 2020	% Change	1 Year Ended December 31, 2021	% Change	1 Year Ended December 31, 2022	% Change	1 Year Ended December 31, 2023	% Change	1 Year Ended December 31, 2024
6075	Bank Charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	350.00
6079	· REPAIRS	119.66	(100.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6099	fund raiser	1,400.00	(100.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6560	Payroll Expenses	0.00	0.00	0.00	100.00	60.50	(100.00)	0.00	0.00	0.00
6845	MEALS	224.57	77.91	399.54	4.64	418.09	3.87	434.25	(16.30)	363.45
6846	· medical supplies	0.00	0.00	0.00	100.00	340.00	(100.00)	0.00	0.00	0.00
6999	Parade Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	8,489.72
	Totals for No Subcode	$ 152,504.87	65.66 %	$ 252,642.18	59.19 %	$ 402,188.36	19.67 %	$ 481,280.02	15.75%	$ 557,095.31
EXP	**Totals for Operating Expenses**	$ 152,504.87	65.66 %	$ 252,642.18	59.19 %	$ 402,188.36	19.67 %	$ 481,280.02	15.75%	$ 557,095.31
	Net Profit/(Loss)	$ 16,976.31	160.93 %	$ 44,295.69	(140.26)%	$ (17,835.08)	(171.27)%	$ 12,711.01	28.65%	$ 16,353.08

Arkansas Revolution
2022/2023 Financial Report
As of 7/12/2023

Acct Number	Account Description	Fall Season	Spring Season	Total	Budget	Ytd Over(Under)
Revenue						
1000	Registration Fees	$57,057.50	$41,685.00	98,742.50	120000.00	(21257.50)
1010	Tournament Fees	$640.00	$0.00	640.00	17500.00	(16860.00)
1020	Donations	$0.00	$0.00	0.00	500.00	(500.00)
1030	Fund Raisers	$0.00	$0.00	0.00	5000.00	(5000.00)
1040	Sponsorships	$5,750.00	$17,789.00	23,539.00	5000.00	18539.00
1050	Special Events	$6,952.96	$0.00	6,952.96	2500.00	4452.96
1060	Apparel	$0.00	$0.00	0.00	0.00	0.00
1070	PIAS Spring Classic	$0.00	$21,710.00	21,710.00	20000.00	1710.00
1080	Scholarship Fund From CS	$0.00	$0.00	0.00	0.00	0.00
1090	Gate Fees	$0.00	$0.00	0.00	0.00	0.00
	Total Revenue	70,400.46	81,184.00	151,584.46	170500.00	(18915.54)
Expenses						
2000	State Fees	$10,459.00	$1,294.00	11,753.00	21000.00	(9247.00)
2010	Coaches Fees	$31,825.00	$22,350.00	54,175.00	60000.00	(5825.00)
2020	Coaches Stipend	$1,356.00	$2,800.00	4,156.00	10800.00	(6644.00)
2030	Tournament Fees	$0.00	$0.00	0.00	0.00	0.00
2040	Referee Fees	$0.00	$0.00	0.00	0.00	0.00
2050	Uniforms	$0.00	$0.00	0.00	6000.00	(6000.00)
2060	Director of Coaching	$9,510.00	$6,300.00	15,810.00	18000.00	(2190.00)
2070	Field Usage	$14,625.00	$8,910.00	23,535.00	18000.00	5535.00
2080	Registration Refund	$0.00	$0.00	0.00	980.00	(980.00)
2090	Website	$150.00	$150.00	300.00	300.00	0.00
2100	Fund Raisers	$0.00	$0.00	0.00	2500.00	(2500.00)
2110	Player reimbursement	$0.00	$0.00	0.00	0.00	0.00
2120	Apparel	$0.00	$0.00	0.00	0.00	0.00
2130	Scholarships	$0.00	$0.00	0.00	0.00	0.00
2140	PIAS Spring Classic	$0.00	$11,407.71	11,407.71	9000.00	2407.71
2150	ARFC Practice Jerseys	$3,472.00	$0.00	3,472.00	5000.00	(1528.00)
2160	Soccer Equipment	$0.00	$0.00	0.00	0.00	0.00
2170	Academy Training	$8,700.00	$1,400.00	10,100.00	6000.00	4100.00
2180	Administration Pay	$1,400.00	$2,100.00	3,500.00	0.00	3500.00
2190	Director of Operation	$0.00	$9,519.21	9,519.21	14807.66	(5288.45)
2200	Refund-Tournaments	0.00	0.00	0.00	0.00	0.00
2210	Team Reg./Com. Program	0.00	1,919.00	1,919.00	0.00	1919.00
2220	Registar	0.00	650.00	650.00		
	Total Expenses	81,497.00	68,799.92	150,296.92	172387.66	(22740.74)
Revenue Over and Under Expenses		-11,096.54	12,384.08	1,287.54	(1887.66)	

2021-2022 Reserve:	16285.56	Total (Profit/Loss)	17,573.10

Arkansas Revolution
2023/2024 Financial Report
As of 7/1/2024

Acct Number	Account Description	Fall Season	Spring Season	Total	Budget	Ytd Over(Under)
Revenue						
1000	Registration Fees	108,238.21	$46,333.42	154,571.63	150000.00	(4571.63)
1010	Tournament Fees	$0.00	$0.00	0.00	17500.00	17500.00
1020	Donations	$0.00	$0.00	0.00	500.00	500.00
1030	Fund Raisers	$858.00	$0.00	858.00	5000.00	4142.00
1040	Sponsorships	$10,500.00	$4,500.00	15,000.00	25000.00	10000.00
1050	Special Events	$0.00	$0.00	0.00	2500.00	2500.00
1060	Apparel	$0.00	$0.00	0.00	0.00	0.00
1070	PIAS Spring Classic	$0.00	$28,219.50	28,219.50	25000.00	(3219.50)
1080	Scholarship Fund From CS	$0.00	$0.00	0.00	0.00	0.00
1090	Gate Fees	$0.00	$0.00	0.00	0.00	0.00
	Total Revenue	119,596.21	79,052.92	198,649.13	225500.00	26850.87
Expenses						
2000	State Fees	$9,924.00	$414.00	10,338.00	30000.00	19662.00
2010	Coaches Fees	$35,450.00	$15,225.00	50,675.00	60000.00	9325.00
2020	Coaches Stipend	$0.00	$0.00	0.00	10800.00	10800.00
2030	Tournament Fees	$196.68	$0.00	196.68	0.00	(196.68)
2040	Referee Fees	$0.00	$0.00	0.00	0.00	0.00
2050	Uniforms	$6,069.95	$3,095.51	9,165.46	6000.00	(3165.46)
2060	Director of Coaching	$38,628.57	$25,000.04	63,628.61	50000.00	(13628.61)
2070	Field Usage(Outdoor)	$15,840.00	$12,150.00	27,990.00	18000.00	(9990.00)
2075	Field Usage(Indoor)	$3,000.00	$3,000.00	6,000.00	0.00	(6000.00)
2080	Registration Refund	$0.00	$0.00	0.00	980.00	980.00
2090	Website	$150.00	$150.00	300.00	300.00	0.00
2100	Fund Raisers	$858.00	$0.00	858.00	2500.00	1642.00
2110	Player reimbursement	$0.00	$0.00	0.00	0.00	0.00
2120	Apparel	$0.00	$0.00	0.00	0.00	0.00
2130	Scholarships	$0.00	$0.00	0.00	0.00	0.00
2140	PIAS Spring Classic	$0.00	$19,687.66	19,687.66	12000.00	(7687.66)
2150	ARFC Practice Jerseys	$0.00	$0.00	0.00	5000.00	5000.00
2160	Soccer Equipment	$3,270.71	$0.00	3,270.71	0.00	(3270.71)
2170	Academy Training	$1,800.00	$0.00	1,800.00	6000.00	4200.00
2180	Special Training	$1,000.00	$500.00	1,500.00	0.00	(1500.00)
2190	Licensing/Certification	$0.00	$3,300.00	3,300.00	0.00	(3300.00)
2200	Refund-Tournaments	$0.00	$0.00	0.00	0.00	0.00
2210	Team Reg./Com. Program	$0.00	$1,919.00	1,919.00	2500.00	581.00
2220	Registar	$6,650.00	$6,000.00	12,650.00	7800.00	(4850.00)
2230	Technical Director	$7,500.00	$4,000.00	11,500.00	18000.00	6500.00
	Total Expenses	130,337.91	94,441.21	224,779.12	229880.00	5100.88
Revenue Over and Under Expenses		-10,741.70	-15,388.29	-26,129.99	(4380.00)	

2022-2023 Reserve:	17,573.10	Total (Profit/Loss)	(8556.89)

Arkansas Revolution
2024/2025 Financial Report
As of 5/12/2025

Acct Number	Account Description	Fall Season	Spring Season	Total	Budgeted	Ytd Over(Under)
Revenue						
1000	Registration Fees	113,916.01	$28,316.22	142,232.23	150,000.00	7,767.77
1010	Tournament Fees	$0.00	$0.00	0.00	0.00	0.00
1020	Donations	$0.00	$0.00	0.00	2,000.00	2,000.00
1030	Fund Raisers	$0.00	$0.00	0.00	2,500.00	2,500.00
1040	Sponsorships	$3,424.62	$10,000.00	13,424.62	15,000.00	1,575.38
1050	Special Events	$0.00	$0.00	0.00	0.00	0.00
1060	Apparel	$0.00	$0.00	0.00	0.00	0.00
1070	PIAS Spring Classic	$0.00	$0.00	0.00	30,000.00	30,000.00
1080	Scholarship Fund From CS	$0.00	$0.00	0.00	0.00	0.00
1090	Gate Fees	$0.00	$0.00	0.00	0.00	0.00
	Total Revenue	117,340.63	38,316.22	155,656.85	199,500.00	
Expenses						
2000	State Fees	$10,381.00	$540.00	10,921.00	10,000.00	-921.00
2010	Coaches Fees	$31,450.00	$22,950.00	54,400.00	50,000.00	-4,400.00
2020	Coaches Stipend	$4,099.00	$0.00	4,099.00	0.00	-4,099.00
2030	Tournament Fees	$1,780.00	$0.00	1,780.00	0.00	-1,780.00
2040	Referee Fees	$1,235.00	$0.00	1,235.00	0.00	-1,235.00
2050	Uniforms	$3,288.81	$4,511.41	7,800.22	10,000.00	2,199.78
2060	Director of Coaching	$25,000.04	$17,307.72	42,307.76	50,000.00	7,692.24
2070	Field Usage(Outdoor)	$12,240.00	$0.00	12,240.00	22,500.00	10,260.00
2075	Field Usage(Indoor)	$0.00	$0.00	0.00	5,000.00	5,000.00
2080	Registration Refund	$0.00	$0.00	0.00	0.00	0.00
2090	Website/Marketing	$484.82	$484.82	969.64	300.00	-669.64
2100	Fund Raisers	$0.00	$0.00	0.00	2,500.00	2,500.00
2110	Supplies	$0.00	$1,928.82	1,928.82	0.00	-1,928.82
2120	Apparel	$0.00	$0.00	0.00	0.00	0.00
2130	Scholarships	$264.04	$0.00	264.04	0.00	-264.04
2140	PIAS Spring Classic	$0.00	$0.00	0.00	18,000.00	18,000.00
2150	ARFC Practice Jerseys	$0.00	$0.00	0.00	5,000.00	5,000.00
2160	Soccer Equipment	$1,636.21	$0.00	1,636.21	3,500.00	1,863.79
2170	Academy Training	$5,160.00	$1,900.00	7,060.00	2,500.00	-4,560.00
2180	Special Training	$0.00	$0.00	0.00	0.00	0.00
2190	Licensing/Certification	$2,098.00	$0.00	2,098.00	0.00	-2,098.00
2200	Refund-Tournaments	$0.00	$0.00	0.00	0.00	0.00
2210	Team Reg./Com. Program	$0.00	$0.00	0.00	2,000.00	2,000.00
2220	Registar	$6,000.00	$3,000.00	9,000.00	12,000.00	3,000.00
2230	Technical Director	$0.00	$4,846.17	4,846.17	0.00	-4,846.17
2240	Miscellaneous	$0.00	$443.79	443.79	0.00	-443.79
	Total Expenses	105,116.92	57,912.73	163,029.65	193,300.00	30,270.35
Revenue Over and Under Expenses		12,223.71	-19,596.51	-7,372.80	6,200.00	

2023-2024 Reserve:	(8,556.89)	Total (Profit/Loss)	-15,929.69