



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Council Agenda City Council

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Tuesday, March 16, 2010

6:30 PM

Huntington Building

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### PUBLIC SAFETY COMMITTEE MEETING AT 5:15 P.M.

*City Council Chambers, Huntington Building*

#### 1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

#### 3. ROLL CALL BY CITY CLERK DONNA JACKSON

#### 4. SPECIAL PRESENTATIONS

[COM-10:023](#) Proclamation for National Junior Auxiliary Week

#### 5. CONSENT AGENDA

*All items listed below will be voted on in one motion unless a council member requests a separate action on one or more items.*

[MIN-10:022](#) Minutes for the City Council meeting on March 4, 2010.

Attachments: [Minutes](#)

[RES-10:017](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND THE CITY CLERK TO ACCEPT THE PROPERTY DONATED BY THE DOWNTOWN JONESBORO IMPROVEMENT DISTRICT #1 (ALSO KNOWN AS JONESBORO CENTRAL BUSINESS IMPROVEMENT DISTRICT #1)

Sponsors: Engineering

Attachments: [Quitclaim Deed](#)

Legislative History

3/4/10	Public Works Council Committee	Recommended to Council
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[RES-10:021](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT, INC. FOR THE ASPHALT COLD MILLING AND OVERLAYS SELECTED CITY STREETS - JOB NO. 2010:04

Sponsors: Engineering



**8. MAYOR'S REPORTS**

**COM-10:018** Jonesboro Airport Commission Financial Statements For the Two Months Ended February 28, 2010 and 2009

**Sponsors:** Mayor's Office

**Attachments:** [Airport Commission](#)

**Legislative History**

3/9/10	Finance & Administration Council Committee	Read
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**9. CITY COUNCIL REPORTS****10. PUBLIC COMMENTS**

*Public Comments are limited to 5 minutes per person for a total of 15 minutes.*

**11. ADJOURNMENT**



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-10:023    **Version:** 2    **Name:**  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 3/9/2010    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Proclamation for National Junior Auxiliary Week  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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title

Proclamation for National Junior Auxiliary Week

body

Mayor to read proclamation for the National Junior Auxiliary Week, April 1, 2010.



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-10:022    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 3/8/2010    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Minutes for the City Council meeting on March 4, 2010.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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title  
Minutes for the City Council meeting on March 4, 2010.



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Minutes City Council

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Thursday, March 4, 2010

6:30 PM

Huntington Building

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### PUBLIC WORKS COMMITTEE MEETING AT 6:00 P.M.

### SPECIAL CALLED FINANCE COMMITTEE MEETING AT 6:15 P.M.

#### 1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

#### 3. ROLL CALL BY CITY CLERK DONNA JACKSON

**Present** 7 - Darrel Dover; Ann Williams; Jim Hargis; John Street; Mitch Johnson; Gene Vance and Chris Gibson

**Absent** 5 - Charles Frierson; Chris Moore; Tim McCall; Rennell Woods and Mikel Fears

#### 4. SPECIAL PRESENTATIONS

##### Presentation to the Rotary Clubs of Jonesboro

*Mayor Perrin expressed the City's appreciation for their work with the construction and design of Fort Rotary Park at Craighead Forest Park. He explained the playground equipment for Fort Rotary was custom-made by Landscape Structures and was based on a concept drawing made by Jeff Owens of the Parks Department. He stated Rotary members pledged \$240,000 towards the fort-themed playground project. He added none of this would have been possible without the visionary leadership of the Rotary Clubs of Jonesboro and their commitment to children, families and Craighead Forest Park. He noted because of their dedication the Rotary Clubs of Jonesboro were presented with the Group Organization of the Year Award for 2009 by the Arkansas Recreation & Parks Association.*

#### 5. CONSENT AGENDA

#### 6. NEW BUSINESS

*Due to RES-10:019 being amended, the following two items were taken off the Consent Agenda and voted on separately under New Business.*

**MIN-10:017** Minutes for the City Council meeting on February 16, 2010.



**A motion was made by Councilman Chris Gibson, seconded by Councilman John Street, that this Minutes be Passed. The motion CARRIED by a Voice Vote.**

**Aye:** 7 - Darrel Dover; Ann Williams; Jim Hargis; John Street; Mitch Johnson; Gene Vance and Chris Gibson

**Absent:** 5 - Charles Frierson; Chris Moore; Tim McCall; Rennell Woods and Mikel Fears

**RES-10:019**

A RESOLUTION CONFIRMING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS OF VARIOUS COMMITTEES, BOARDS AND COMMISSIONS AS RECOMMENDED BY THE MAYOR.

**Sponsors:** Mayor's Office

*Mayor Perrin stated Herschel Gaines indicated she would not be able to be a member of the JETS Advisory Committee, so they would like to replace her appointment with LV Montgomery. Councilman Street motioned, seconded by Councilman Johnson, to amend the resolution as stated by Mayor Perrin. All voted aye.*

*Councilman Hargis questioned whether the committees are given tasks to be completed in a certain amount of time. Mayor Perrin answered yes, each of the committees do have a definite purpose. He added there is no specific timeline for them, but he does have a general timeline for tasks to be completed. He discussed the property deeds book made by the Engineering Department and stated they are still working on the properties.*

**This matter was Passed**

**Aye:** 7 - Darrel Dover; Ann Williams; Jim Hargis; John Street; Mitch Johnson; Gene Vance and Chris Gibson

**Absent:** 5 - Charles Frierson; Chris Moore; Tim McCall; Rennell Woods and Mikel Fears

Enactment No: R-EN-025-2010

**7. UNFINISHED BUSINESS**

**8. MAYOR'S REPORTS**

*Mayor Perrin reported on the following items:*

*He thanked the City Council for allowing them the opportunity to fly to Washington, D.C. during the annual Chamber of Commerce fly-in. He explained they learned they will have to work with different agencies on funding because the government is looking to see how many areas funding can touch. For example, when applying for public housing funding the government will also be looking at public transit available in the area. He discussed their visits with the different agencies.*

*He stated he, along with City Engineer Craig Light and City Surveyor Josh Bettis, met with local surveyors to discuss taking on a long-term GPS project.*

*911 Director Jeff Presley secured \$7,872 from the state 911 board for maintenance. He noted the check is already in the bank.*

*They are still working on the Employee Handbook and the 2011/2012 budgets.*

*FTN will be teaching city employees to drain the water in the pumps at the landfill. Samples will be taken to City Water and Light. Sanitation Director Royce Leonard is project manager for that.*

*The real estate book has been updated by the Engineering Department. The Building and Facilities Committee is continuing to look at those properties to identify ones that the City does not need in order to put them up for sale or exchange them for other properties.*

*Migration to Springbrook version 7 will start around April 15, with a target online date of August 4. They do have the new chart of accounts.*

*The 2009 Legislative Audit has started. Data is already being pulled from 2009.*

*About 89% of privilege licenses have been renewed so far. There's about \$100,000 still delinquent. They are calling the entities that have not removed to make sure they are still in business. There will be an April cutoff date after which an ad will be published in the Jonesboro Sun listing the delinquent privilege licenses.*

*The air permit for the incinerator has been received. The consent order for the ash was received today and is being reviewed by the City Attorney. He will be giving out a copy of the consent order to the Council members along with other items of importance with the incinerator.*

*Sales tax revenues are down \$2,912 from a year ago. However, the budget shows a 2.5% loss over last year's sales tax, so the City is still up from what was budgeted. Sales tax trends are still downward and he does not think that will improve any time soon.*

## **9. CITY COUNCIL REPORTS**

*Councilman Johnson explained the Public Safety Committee had intended on holding their next regular meeting early in order to have a hearing concerning a local club's private liquor license. He further explained due to recent events the hearing will no longer be needed. Police Chief Michael Yates explained they had two concerns with setting a hearing date. He contacted the license holder and verbally notified him of the hearing, but afterwards City Attorney Phillip Crego discovered the ordinance that requires written notification of the hearing. Chief Yates added they have also been in contact with the state Alcoholic Beverage Control (ABC) Board. He stated the ABC Board is conducting a state-level investigation on the club and some of the same issues the City had with the club. He recommended waiting until ABC concludes their investigation before the City move ahead with a hearing.*

*Councilman Gibson commended Mr. Presley for obtaining the funds for 911.*

*Councilwoman Williams moved, seconded by Councilman Street, to suspend the rules and add ORD-10:012 to the agenda. All voted aye.*

### **ORD-10:012**

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF COMPELLENT SAN SYSTEM FOR THE INFORMATION SYSTEMS DEPARTMENT**

**Sponsors:** Information Systems

*Councilwoman Williams offered the ordinance for first reading by title only.*

*Councilman Street motioned, seconded by Councilwoman Williams, to suspend the*

*rules and waive second and third readings. All voted aye.*

*Councilwoman Williams motioned, seconded by Councilman Johnson, to adopt the emergency clause. All voted aye. In order to pass the measure, Mayor Perrin also voted aye.*

**A motion was made by Councilwoman Ann Williams, seconded by Councilman Chris Gibson, that this Ordinance be Passed. The motion CARRIED by a Voice Vote.**

**Aye:** 7 - Darrel Dover; Ann Williams; Jim Hargis; John Street; Mitch Johnson; Gene Vance and Chris Gibson

**Absent:** 5 - Charles Frierson; Chris Moore; Tim McCall; Rennell Woods and Mikel Fears

Enactment No: O-EN-008-2010

*Councilman Hargis recommended moving forward with the transition of the retirement money to the new institution. City Treasurer Jim Eagan explained there were some legal issues that had to be addressed, but they are working with Principal to work them out. He added Principal has delayed the process, which they cannot control.*

**COM-10:019** Public Works facility building update

*Councilman Vance presented the Council with an update on the construction of the Public Works facility building. He stated concrete should be poured in the next few weeks, weather permitting. He provided the Council with plans and further discussed the plans. He stated they are working with the different departments and hope to put the facility out to bid in April, but there is still a lot of design work to be done. He also noted the pictures he provided the Council were taken this afternoon. Councilman Hargis questioned what the cost of the building will be. Councilman Vance stated they won't know what the cost is until they bid it out, but they have a budget of \$5 million.*

**This item was Read.**

## **10. PUBLIC COMMENTS**

## **11. ADJOURNMENT**

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Gene Vance, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.**

**Aye:** 7 - Darrel Dover; Ann Williams; Jim Hargis; John Street; Mitch Johnson; Gene Vance and Chris Gibson

**Absent:** 5 - Charles Frierson; Chris Moore; Tim McCall; Rennell Woods and Mikel Fears

\_\_\_\_\_  
Harold Perrin, Mayor                      Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Donna Jackson, City Clerk                      Date: \_\_\_\_\_



## Legislation Details (With Text)

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**File #:** RES-10:017    **Version:** 1    **Name:**

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

**File created:** 2/4/2010    **In control:** Public Works Council Committee

**On agenda:**    **Final action:**

**Title:** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND THE CITY CLERK TO ACCEPT THE PROPERTY DONATED BY THE DOWNTOWN JONESBORO IMPROVEMENT DISTRICT #1 (ALSO KNOWN AS JONESBORO CENTRAL BUSINESS IMPROVEMENT DISTRICT #1)

**Sponsors:** Engineering

**Indexes:**

**Code sections:**

**Attachments:** [Quitclaim Deed](#)

Date	Ver.	Action By	Action	Result
3/4/2010	1	Public Works Council Committee		

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND THE CITY CLERK TO ACCEPT THE PROPERTY DONATED BY THE DOWNTOWN JONESBORO IMPROVEMENT DISTRICT #1 (ALSO KNOWN AS JONESBORO CENTRAL BUSINESS IMPROVEMENT DISTRICT #1)

Body

WHEREAS, the Downtown Jonesboro Improvement District #1 (also known as Jonesboro Central Business Improvement District #1) desires to donate and the City of Jonesboro wishes to accept the following described property to the City of Jonesboro:

THE SOUTH 20 FEET OF LOT 23 AND ALL OF LOTS 24 AND 25 IN BLOCK 16 OF FLINTS ADDITION TO THE CITY OF JONESBORO, ARKANSAS, BEING A TRACT OF LAND 70 FEET NORTH AND SOUTH BY 90 FEET EAST AND WEST. (WARRANTY DEED BOOK 265 PAGE 553)

THE NORTH 31.3 FEET OF LOT 10 AND ALL OF LOTS 11 AND 14 OF CARSONS SUBDIVISION OF LOT 1 OF FLINTS ADDITION TO THE CITY OF JONESBORO, ARKANSAS. (WARRANTY DEED BOOK 261 PAGE 329)

LOT 13 OF CARSONS SUBDIVISION OF LOT 1 OF BLOCK 15 OF FLINTS ADDITION TO THE CITY OF JONESBORO, ARKANSAS, BEING A PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST. (WARRANTY DEED BOOK 253 PAGE 62)

LOTS 14, 15 AND 16 AND THE NORTH 12 FEET OF LOT 17 OF CATES SUBDIVISION OF BLOCK 17 OF FLINTS ADDITION TO THE CITY OF JONESBORO, ARKANSAS, THE SAME BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST. (WARRANTY DEED BOOK 261 PAGE 331)

LOT 11 OF COBBS SURVEY OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST. (WARRANTY DEED BOOK 267 PAGE 364)

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

Section 1. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to accept the Quitclaim Deed dated February 2, 2010.

THIS INSTRUMENT PREPARED BY:  
**CHARLES FRIERSON, III, ATTORNEY**  
100 E. HUNTINGTON  
JONESBORO, AR 72401

QUITCLAIM DEED  
IMPROVEMENT DISTRICT

KNOW ALL MEN BY THESE PRESENTS:

That Downtown Jonesboro Improvement District #1 (also known as Jonesboro Central Business Improvement District #1), a Municipal Improvement District organized under the provisions of state law, by its remaining Commissioners, and for the purpose and consideration of transferring title to the City of Jonesboro prior to dissolution of the District, hereby grants, sells and quitclaims unto The City of Jonesboro, Arkansas, GRANTEE, and unto its successors and assigns forever, all the Grantors right, title, interest and claim in and to the following property lying in the City of Jonesboro, Craighead County, Arkansas:

(The description is set out on the separate attachment hereto, as fully as if incorporated herein)

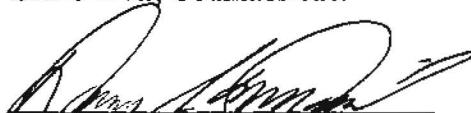
To have and to hold the same unto the City of Jonesboro, Arkansas, Grantee, and unto its successors and assigns forever, with all appurtenances thereunto belonging.

IN TESTIMONY WHEREOF, The name of the Grantor is hereunto affixed by its Commissioners, this 2nd day of FEBRUARY, 2010.

Downtown Jonesboro Improvement  
District #1

By:

  
Ben Owens, Commissioner

  
Danny McDaniel, Commissioner

*NO STAMPS REQUIRED*

CERTIFY UNDER PENALTY OF FALSE SWEARING THAT AT LEAST  
THE LEGALLY CORRECT AMOUNT OF DOCUMENTARY STAMPS HAVE  
BEEN PLACED ON THIS INSTRUMENT

\_\_\_\_\_  
GRANTEE OR AGENT

\_\_\_\_\_  
GRANTEE'S ADDRESS

ACKNOWLEDGEMENT

STATE OF ARKANSAS

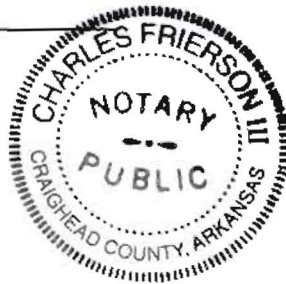
COUNTY OF CRAIGHEAD

On this 2nd day of February, 2010, before me duly commissioned and acting, within and for the said county and state, appeared in person the within named Ben Owens and Danny McDaniel, to me personally well known, who stated that they were the remaining commissioners of Downtown Jonesboro Improvement District #1, and were duly authorized in their capacities to execute the foregoing instrument for and in behalf of said improvement district, and further stated that they had signed and delivered the foregoing instrument for the considerations and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of February, 2010.

  
Notary Public

My commission expires: 5/24/10





## **QUITCLAIM DEED DESCRIPTIONS**

**THE SOUTH 20 FEET OF LOT 23 AND ALL OF LOTS 24 AND 25 IN BLOCK 16 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS, BEING A TRACT OF LAND 70 FEET NORTH AND SOUTH BY 90 FEET EAST AND WEST. (WARRANTY DEED BOOK 265 PAGE 553)**

**THE NORTH 31.3 FEET OF LOT 10 AND ALL OF LOTS 11 AND 14 OF CARSON'S SUBDIVISION OF LOT 1 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS. (WARRANTY DEED BOOK 261 PAGE 329)**

**LOT 13 OF CARSON'S SUBDIVISION OF LOT 1 OF BLOCK 15 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS, BEING A PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST. (WARRANTY DEED BOOK 253 PAGE 62)**

**LOTS 14, 15 AND 16 AND THE NORTH 12 FEET OF LOT 17 OF CATE'S SUBDIVISION OF BLOCK 17 OF FLINT'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS, THE SAME BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST. (WARRANTY DEED BOOK 261 PAGE 331)**

**LOT 11 OF COBB'S SURVEY OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST. (WARRANTY DEED BOOK 267 PAGE 364)**



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

---

**File #:** RES-10:021    **Version:** 1    **Name:**

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

**File created:** 2/11/2010    **In control:** Public Works Council Committee

**On agenda:**    **Final action:**

**Title:** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT, INC. FOR THE ASPHALT COLD MILLING AND OVERLAYS SELECTED CITY STREETS - JOB NO. 2010:04

**Sponsors:** Engineering

**Indexes:**

**Code sections:**

**Attachments:** [Contract](#)  
[Award Certification](#)  
[Bid Tab](#)

Date	Ver.	Action By	Action	Result
3/4/2010	1	Public Works Council Committee		

Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT, INC. FOR THE ASPHALT COLD MILLING AND OVERLAYS SELECTED CITY STREETS - JOB NO. 2010:04

Body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Asphalt Cold Milling and Overlays Selected City Streets - Job No. 2010:04;

WHEREAS, the low bidder and the firm selected for the Asphalt Cold Milling and Overlays Selected City Streets - Job No. 2010:04 is Atlas Asphalt, Inc.;

WHEREAS, Atlas Asphalt, Inc. has bid \$466,699.75 for the Asphalt Cold Milling and Overlays Selected City Streets - Job. No. 2010:04;

WHEREAS, the funding for the execution of the contract shall come from budget amount in the 2010 budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Atlas Asphalt, Inc. in the amount of bid \$466,699.75 for the Asphalt Cold Milling and Overlay Selected City Streets - Job. No. 2010:04;

Section 2. The funding for the execution of the contract shall come from budget amount in the 2010 budget and compensation shall be paid in accordance with the contract documents

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



**Specifications**

**For**

**Asphalt**

**Cold Milling and Overlays**

**Selected City Streets**

**(Bid #2010:04)**

**Jonesboro, Arkansas**

**City of Jonesboro ■ Engineering Department**

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**P.O. Box 1845 ■ 307 Vine Street ■ Jonesboro, AR 72403 ■ 870.932.2438**

## **TABLE OF CONTENTS**

I. ADVERTISEMENT FOR BIDS

II. INSTRUCTIONS TO BIDDERS

III. PROPOSAL

IV. UNIT PRICE SCHEDULE

V. STATEMENT OF BIDDER'S QUALIFICATIONS

VI. CONTRACT

VII. PERFORMANCE AND PAYMENT BOND

VIII. GENERAL CONDITIONS

IX. SPECIAL CONDITIONS

X. TECHNICAL SPECIFICATIONS

## **I. ADVERTISEMENT FOR BIDS**

Sealed bids will be received at the Purchasing Department of the City of Jonesboro City Hall, 515 West Washington Ave., Jonesboro, Arkansas until 2:00 P.M. (Local Time) on February 10, 2010 and then publicly opened and read for furnishing Asphalt Milling and Overlays in the City of Jonesboro. All Submissions shall be annotated on the outside of the envelope with the bid number 2010:04.

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

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

The attention of bidders is called to the fact that Act 150 of 1965 (as amended), Arkansas Statutes, states that under certain conditions a Contractor must be licensed by the State Licensing Board for Contractors before he may undertake work in Arkansas. The Bidder shall comply with requirements of this Arkansas Law.

Specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 307 Vine Street, Jonesboro, Arkansas 72401. Any addendum to this bid will be posted no later than 5 days before bid opening by clicking on "Purchasing" at [www.jonesboro.org](http://www.jonesboro.org)

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

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

## **II. INSTRUCTION TO BIDDERS**

### **1. PREPARATION OF BID**

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

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for Asphalt Cold Milling and Overlays Bid Number 2010:04 and with the hour and date of bid opening shown thereon. The name, address, and Arkansas Contractor's License Number 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 five (5) 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. 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.

#### **5. VARIATIONS IN QUANTITIES**

The Owner shall have the right to increase or decrease the extent of the work, to change the location or gradient, or the dimensions of any part of the work. 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 or increases or decreases so incurred. Change in length or in money value, shall not be cause for adjustment of any other (non-involved) lump sum or unit price.

#### **6. 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.

#### **7. 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.

#### **8. 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.



## **10. 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.

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

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

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

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

## **11. 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.

**12. LEGAL QUALIFICATIONS**

All Bidders, in order to submit a bonafide Proposal, must comply with the terms of Act 150 of the 1965 Acts of the Arkansas General Assembly, as amended.

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

**15. MODIFICATION OF BID**

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

**III. PROPOSAL**

Place Jonesboro, AR  
Date February 10, 2010

Proposal of Atlas Asphalt, Inc.

a corporation organized and existing under the laws of the State of Arkansas

or

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

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

or

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

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

**TO: City of Jonesboro**

This bid results from your advertisement for bids for Asphalt Cold Milling and Overlays.

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

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within one hundred eighty (180) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

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

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

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

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

Charlette Daffron  
(Witness)

P.O. Box 2500

Jonesboro, AR 72402  
(Address)

Atlas Asphalt, Inc.  
(Name of Bidder)

By Jim Fulkerson

Jim Fulkerson, President  
(Print Name and Title)

SEAL (If Bidder is a corporation)

P.O. Box 2500

Jonesboro, AR 72402  
(Office Address of Bidder)

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

**IV. UNIT PRICE SCHEDULE**

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Cold Milling 2" - 4" Depth (Price with City hauling and retaining the material)	412	S.Y.	52,402	\$ 0.65	\$ 34,061.30
2	Cold Milling 2" - 4" Depth (Price with Bidder hauling and retaining the material)	412	S.Y.	1,000	\$ 0.65	\$ 650.00
3	A.C.H.M. Surface Course 115 Gyration	407	Ton	2,365	\$55.45	\$131,139.25
4	A.C.H.M. Surface Course 160 Gyration	407	Ton	4,936	\$60.95	\$300,849.20
<b>TOTAL BASE BID</b>					<u>\$466,699.75</u>	

**WRITTEN IN WORDS:**

Four hundred sixty-six thousand six hundred ninty-nine dollars and seventy-five cents

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



## VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder. **Atlas Asphalt, Inc.**
2. Are you currently a licensed contractor by the State of Arkansas? **Yes**  
If so, what is your contractor's license number and expiration date? **0004290410  
4-30-10**
3. Permanent main office address. **1333 Airport Road P.O. Box 2500  
Jonesboro, AR 72402**
4. When organized. **1976**
5. If a corporation, where incorporated. **September 1976**
6. How many years have been engaged in the contracting business under your present firm or trade name? **33 years**
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). **See attached**
8. General character of work performed by your company. **Manufacturing & installation of asphalt**
9. Have you ever failed to complete any work awarded to you? **No**
10. Have you ever defaulted on a Contract? **No**  
If so, where and why?
11. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? **No**  
If so, where and why?
12. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. **See attached**
13. List your major equipment available for this Contract. **See attached**
14. Experience in construction work similar in importance to this project. **See attached**
15. Background and experience of the principal members of your organization, including the officers. **See attached**

16. Credit available: \$ \_\_\_\_\_.
17. Give Bank reference: Heritage Bank  
Jonesboro, AR
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?  
**Yes**
19. 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, Arkansas this 10th  
day of February, 20 10.

Atlas Asphalt, Inc  
P. O. Box 2500  
Jonesboro, AR 72402

(Name of Bidder)

By *Jim Fulkerson*  
Jim Fulkerson  
Title President

STATE OF Arkansas )  
 ) SS.  
COUNTY OF Craighead )

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

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

SUBSCRIBED AND SWORN TO BEFORE ME this 10th day of February, 2010.

*Charlette Daffron*  
(Notary Public)

My Commission Expires:  
7-1-11







**ATLAS**  
**ASPHALT, INC.**

**P.O. Box 2500**

**Jonesboro, Arkansas 72402**

**Phone: (870) 932-1246**

**Fax: (870) 935-6687**

**COMPANY PROFILE**

## **OVERVIEW**

Atlas Asphalt, Inc. is a corporation that specializes in the manufacturing and paving of asphalt in Northeast Arkansas.

## **HISTORY**

Atlas Asphalt was formed in September 1976. We acquired White River Materials, a concrete and gravel operation located in Batesville, in 1977. In 1998 Atlas Asphalt purchased White River Bituminous, also in Batesville.

## **EXECUTIVES**

Jim Fulkerson, President of Atlas Asphalt, Inc., President of Operations of Atlas Asphalt in Jonesboro.

Mark Lamberth, Vice-President of Atlas Asphalt, Inc., President of Operations of Atlas Asphalt in Batesville.

Mike Shetron, Vice-President of Atlas Asphalt, Inc., President of Operations of White River Materials in Batesville.

## **EMPLOYEES**

Our locations in Jonesboro, Batesville and Cord provide work for approximately 135 employees.

## **JONESBORO OFFICE KEY PERSONNEL**

- Jim Fulkerson                      President of Operations
- Mike George                        Engineer
- Brian Fulkerson                    Project Manager
- Charlette Daffron                 Office Manager

## **PRODUCTS & SERVICES**

The asphalt we produce meets all Arkansas State Highway and Transportation Department specifications. Private companies as well as the Arkansas State Highway and Transportation Department use our asphalt. We have asphalt plants located in Jonesboro, Batesville, Mountain View, Black Rock, Violet Hill, and Cord.

Also located in Cord is the company's rock crushing facility. Various types and sizes of rock are sold to the private sector and to larger entities such as county road departments and construction companies. The Arkansas State Highway and Transportation Department has also used our rock for many state projects.

In addition to the manufacturing of asphalt and rock, we provide preparatory services such as earthwork and base set-up through our wholly owned subsidiary, White River Materials, which also produces concrete.

## **ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT WORK HISTORY**

- Widening Highway 63 from Jonesboro to Hoxie and constructing the Bono Bypass all between 1999 and 2003 resulted in \$28.6 million of revenue for our company.
- In 2001, Atlas Asphalt widened Highway 1, south of Jonesboro with just over \$4 million in revenues.
- The widening of Highway 18 from Jonesboro to Lake City during the past several years has resulted in \$21.4 million of revenues.
- Johnson Avenue and Dan Avenue in Jonesboro were increased to four lanes beginning in 2002. These projects cost the AHTD \$5 million in asphalt revenue.
- More recently, the new construction of Highway 67 in Jackson and Craighead Counties resulted in asphalt costing approximately \$4 million.

## **PRIVATE PROJECTS IN NORTHEAST ARKANSAS WORK HISTORY**

- In 2004, Atlas Asphalt was awarded the contract for construction of the parking lot at The Mall at Turtle Creek. This contract was for \$3.7 million.
- Over \$1.8 million was for asphalt on new taxiways at the Walnut Ridge Airport.
- Numerous industries in Jonesboro have had parking lots prepared and laid by our employees. These include Alberto-Culver, Nestle, and Frito-Lay. These projects alone have resulted in over \$1 million of revenue.
- Over the last 10 or more years, Atlas Asphalt has been awarded multiple contracts with the Jonesboro Airport, the City of Jonesboro and Craighead County.
- We have been contracted by numerous construction companies in Northeast Arkansas to furnish the asphalt on various schools and churches in the region for many years.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
 BIDDER'S CERTIFICATION STATUS OF UNCOMPLETED CONTRACTS**

This Bidder's Certification shall be executed and filed before bidding documents will be released to prequalified contractors. LIST ALL CONTRACTS AND SUBCONTRACTS IN FORCE OR PENDING, not just those with the Arkansas State Highway and Transportation Department.

**RETURN THIS FORM TO:** Arkansas State Highway and Transportation Department  
 Attention: Programs and Contracts Division  
 Post Office Box 2261  
 Little Rock, Arkansas 72203-2261  
 Telefax Number: (501) 569-2623

	<u>DESCRIPTION OF CONTRACT</u>	<u>CONTRACT AMOUNT</u>	<u>UNCOMPLETED DOLLAR VALUE</u>
1.	100401 (Dumey Contracting)	\$ 204,780.90	\$ 204,780.90
2.	100403 (Dumey Contracting)	699,526.60	699,526.60
3.	100608 (Meadows)	1,754,067.20	1,401,289.70
4.	001992 (Robertson)	1,154,387.20	1,154,387.20
5.	050159	1,950,643.31	569,365.14
6.	050095 (WRM)	4,287,078.42	1,423,841.76
7.			
8.			
9.			
10.			

Add additional sheet(s) if needed.

TOTAL UNCOMPLETED VALUE \$ 5,453,191.30

STATE OF ARKANSAS CONTRACTOR LICENSING BOARD NUMBER 0004290410

EXPIRATION DATE 4-30-10

**CERTIFICATION**

I hereby certify that the above is a true and correct statement of the status of uncompleted contracts currently awarded or pending award to this company and of the licensing information presented.

<b>NOT TO BE FILLED IN BY CONTRACTOR</b>	
Financial Qualification	\$ _____
Less Uncompleted Value	\$ _____
Maximum Value Allowable	\$ _____
CLB #	_____

Atlas Asphalt, Inc.  
 (Company Name)  
P.O. Box 2500  
Jonesboro, AR 72402  
 (Address)  
 BY: \_\_\_\_\_  
 (Signature)  
 TITLE: Jim Fulkerson, President

**VII. CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and

between Atlas Asphalt, Inc.\_\_\_\_\_

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

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

**WITNESSETH:**

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Asphalt Cold Milling and Overlays, in strict accordance with the Contract Documents, including all Addenda thereto

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

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

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

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within one hundred eighty (180) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.



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

- a. This Agreement (Contract)
- b. Addenda
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. General Conditions
- g. Supplemental Conditions
- h. Technical Specifications including Special Provisions
- i. Performance 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 \_\_\_\_\_

\_\_\_\_\_

SEAL (If Bidder is a corporation)

**VIII. ARKANSAS PERFORMANCE-PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

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

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for Asphalt Cold Milling and Overlays.

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

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

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

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months

from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_  
(Attorney-in-Fact)

NOTES:

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

## **IX. GENERAL CONDITIONS**

### **TABLE OF CONTENTS**

GC.1	DEFINITIONS
GC.2	SUPERINTENDENCE BY CONTRACTORS
GC.3	CONTRACTOR'S EMPLOYEES
GC.4	SAFETY OF CONTRACTOR'S EMPLOYEES
GC.5	SUBCONTRACTS
GC.6	OTHER CONTRACTS
GC.7	CONTRACTORS INSURANCE
GC.8	FITTING AND COORDINATION OF THE WORK
GC.9	MUTUAL RESPONSIBILITY OF CONTRACTORS
GC.10	PAYMENT TO CONTRACTOR
GC.11	USE OF COMPLETED PORTIONS
GC.12	CHANGES IN THE WORK
GC.13	CLAIMS FOR EXTRA COST
GC.14	OWNER'S RIGHT TO TERMINATE CONTRACT
GC.15	SUSPENSION OF WORK
GC.16	DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES
GC.17	DISPUTES
GC.18	ASSIGNMENT OR NOVATION
GC.19	REQUESTS FOR SUPPLEMENTARY INFORMATION
GC.20	PERMITS AND CODES
GC.21	CARE OF THE WORK
GC.22	QUALITY OF WORK AND PROPERTY
GC.23	ACCIDENT PREVENTION
GC.24	USE OF PREMISES
GC.25	REMOVAL OF DEBRIS, CLEANING, ETC.
GC.26	RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY
GC.27	OBSERVATION OF THE WORK
GC.28	REVIEW BY LOCAL PUBLIC AGENCY OR OWNER
GC.29	PROHIBITED INTERESTS
GC.30	FINAL INSPECTION
GC.31	PATENTS

## **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)<br>and Property Damage | - \$1,000,000/occurrence<br>- \$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.

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

#### **GC.8 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.9 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.10 PAYMENT TO CONTRACTOR**

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. A cut-off time shall be established near the last day of the month such as to allow sufficient time for the application to be prepared, approved by the Contractor, and submitted by the Engineer to the Owner by the first day of the successive month.

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.

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.

**GC.11 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.12 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.

**GC.13 OWNER'S RIGHT TO TERMINATE CONTRACT**

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.

#### **GC.14      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.15      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.15.1 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.16 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.17 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.18 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.19 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.

#### **GC.20 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.21 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.22      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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 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.

## **XI. SPECIAL CONDITIONS**

### TABLE OF CONTENTS

SC.1	GENERAL
SC.2	LOCATION OF PROJECT
SC.3	SCOPE OF WORK
SC.4	TIME ALLOTTED FOR COMPLETION
SC.5	FORMS, PLANS, AND SPECIFICATIONS
SC.6	LIQUIDATED DAMAGES FOR DELAY
SC.7	KNOWLEDGE OF CONDITIONS
SC.8	PERMITS AND RIGHTS-OF-WAY
SC.9	REFERENCE SPECIFICATIONS
SC.10	WATER FOR CONSTRUCTION
SC.11	BOND
SC.12	LEGAL HOLIDAYS
SC.13	RELEASE AND CONTRACTOR'S AFFIDAVIT

**SC.1 GENERAL**

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

**SC.2 LOCATION OF PROJECT**

See Attached "Schedule of Streets"

**SC.3 SCOPE OF WORK**

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

**SC.4 TIME ALLOTTED FOR COMPLETION**

The time allotted for completion of the work shall be One Hundred Eighty (180) consecutive calendar days, which time shall begin with ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

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

Forms of Proposal, Contract and Bonds, and Specifications may be examined at the City of Jonesboro Engineering Department, 307 Vine Street, Jonesboro, Arkansas 72403.

**SC.6 LIQUIDATED DAMAGES FOR DELAY**

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

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

Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

- b. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, so unusual as not to be reasonably anticipated, extensions of time may be granted.
  - c. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
    - (1) Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
    - (2) Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.
3. The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

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

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

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

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

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

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

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

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

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

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

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

#### **SC.9 REFERENCE SPECIFICATIONS**

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

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

Department Standard Specifications for Highway Construction.

**SC.10 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.11 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).

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.12 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.13 RELEASE AND CONTRACTOR'S AFFIDAVIT**

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



**RELEASE**

FROM: Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

TO: City of Jonesboro

DATE OF CONTRACT: \_\_\_\_\_

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

**Asphalt Cold Milling and Overlays**

project.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

FROM: Contractor's Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

TO: City of Jonesboro

DATE OF CONTRACT: \_\_\_\_\_

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

**Asphalt Cold Milling and Overlays**

have been fully satisfied.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Resident Agent, State of Arkansas

**XII. TECHNICAL SPECIFICATIONS**

TABLE OF CONTENTS

<b><u>TITLE</u></b>	
SP-1	Specifications, Ark. State Highway Commission
SP-2	Striping

## **SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION**

Any and all reference made to the Standard Specifications in this document is referring to the Standard Specifications for Highway Construction, Arkansas State Highway and Transportation Department, Edition of 2003.

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

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

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

Under Section 410.09 of the Standard Specifications, The City of Jonesboro reserves the right to employ a certified lab to perform verification and acceptance testing normally performed by the Arkansas State Highway and Transportation Department. The Contractor shall cooperate fully with the testing firm so employed by the City of Jonesboro.

Subsection 410.10 of the Standard Specifications is hereby deleted.

## **SP-2 – STRIPING**

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

**City of Jonesboro - Engineering Department**

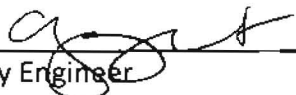
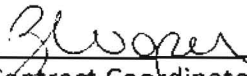
**Award Contract**

**Project Name** Asphalt Cold Milling and Overlays Selected City Streets  
**Contractor** Atlas Asphalt, Inc.  
**Bid Amount** \$ 466,699.75 **Project #** 2010:04

	Yes	No	n/a	Date
<b>Addendum(s)</b>			v	
<b>Proposal</b>				
Signed	v			
Witnessed	v			
Seal, if Corporation	v			
Addendum(s) noted			v	
<b>Unit Price Schedule (Ink/Typed)</b>				
All blanks filled with numbers	v			
Bid Written In Words	v			
All corrections initialed by Bidder	v			
Bids Verified	v			
<b>Bid Bond (Cashier's Check/Certified Check)</b>			v	
5%				
Completed				
Signed by Vendor				
Witnessed				
Seal - Vendor				
Signed by Surety				
Witnessed				
Seal - Surety				
Power of Attorney				
<b>Statement of Bidders Qualifications</b>				
Completed	v			
Signed	v			
Notorized	v			
<b>Contract Complete w/Vendor Information</b>	v			

**NOTES:**

I have reviewed the above documents and found them to be in accordance with the Specifications for this project.

	<u>2/11/10</u>
City Engineer	Date
	<u>2-11-10</u>
Contract Coordinator	Date



Budgeted Amount \$485,000.00

Opened by S A Kent  
 Tabulated by T Cooper

Bid #: 2010:04  
 Date: 02/10/10

DIVISIONS/DEPARTEMENT:  
 Engineering

Asphalt Producers

Atlas Asphalt

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

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	52402	Cold Milling - City Hauling	\$	0.88	\$46,113.76	\$	0.65	\$34,061.30		\$0.00		\$0.00		
2	1000	Cold Milling - Bidder Hauling	\$	0.88	\$880.00	\$	0.65	\$650.00		\$0.00		\$0.00		
3	2365	ACHM Surface Course 115	\$	59.83	\$141,497.95	\$	55.45	\$131,139.25		\$0.00		\$0.00		
4	4936	HCHM Surface Course 160	\$	63.82	\$315,015.52	\$	60.95	\$300,849.20		\$0.00		\$0.00		
TOTAL					\$503,507.23			\$466,699.75		\$0.00		\$0.00		



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** ORD-10:016    **Version:** 2    **Name:**  
**Type:** Ordinance    **Status:** First Reading  
**File created:** 3/4/2010    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** AN ORDINANCE TO APPROPRIATE FUNDS AS AWARDED BY THE A & P COMMISSION TO THE PARKS AND RECREATION DEPARTMENT  
**Sponsors:** Finance, Parks & Recreation  
**Indexes:**  
**Code sections:**  
**Attachments:** [Fund Transfer from AP to Parks](#)

Date	Ver.	Action By	Action	Result
3/9/2010	2	Finance & Administration Council Committee		

title

AN ORDINANCE TO APPROPRIATE FUNDS AS AWARDED BY THE A & P COMMISSION TO THE PARKS AND RECREATION DEPARTMENT

body

WHEREAS, the City of Jonesboro is hosting more baseball and softball tournaments in 2010 than in previous years; and,

WHEREAS, baseball and softball tournaments have significant economic impact on the City of Jonesboro and are conducive to an improved quality of life in Jonesboro; and,

WHEREAS, on November 9, 2009, the Jonesboro Advertising & Promotion (A&P) Commission awarded the Parks and Recreation Department \$200,000.00 to assist with the administration of baseball and softball tournaments; and,

WHEREAS, the revenues and expenses associated with the administration of the tournaments are not included in the 2010 Budget.

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

SECTION 1: The awarding of funds by the A&P Commission be recognized, and the sum of \$200,000.00 be appropriated to the General Fund, pursuant to funding procedures of the A&P Commission, to the appropriate general ledger revenue accounts associated with the Parks & Recreation Department; and,

SECTION 2: The revenues are to be used for expenses associated with the administration and operation of baseball and softball tournaments; and,

SECTION 3: The 2010 Budget of the City of Jonesboro, Arkansas be amended to reflect the increased revenues and expenses noted above.

SECTION 4: It being necessary that the finances of the City of Jonesboro, Arkansas be efficiently administered and accounted for, and whereas this ordinance is necessary for the proper execution of contractual obligations, an emergency is declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.





# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** ORD-10:018    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** First Reading  
**File created:** 3/10/2010    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO I-1 FOR PROPERTY LOCATED AT 2701 NESTLE WAY ROAD AS REQUESTED BY VICKIE MINK  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Plat](#)  
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

title  
AN ORDINANCE TO AMEND TITLE 14, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES.

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

SECTION 1: Title 14, 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 classifications as follows:

From Residential, R-1, To Industrial, I-1, THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

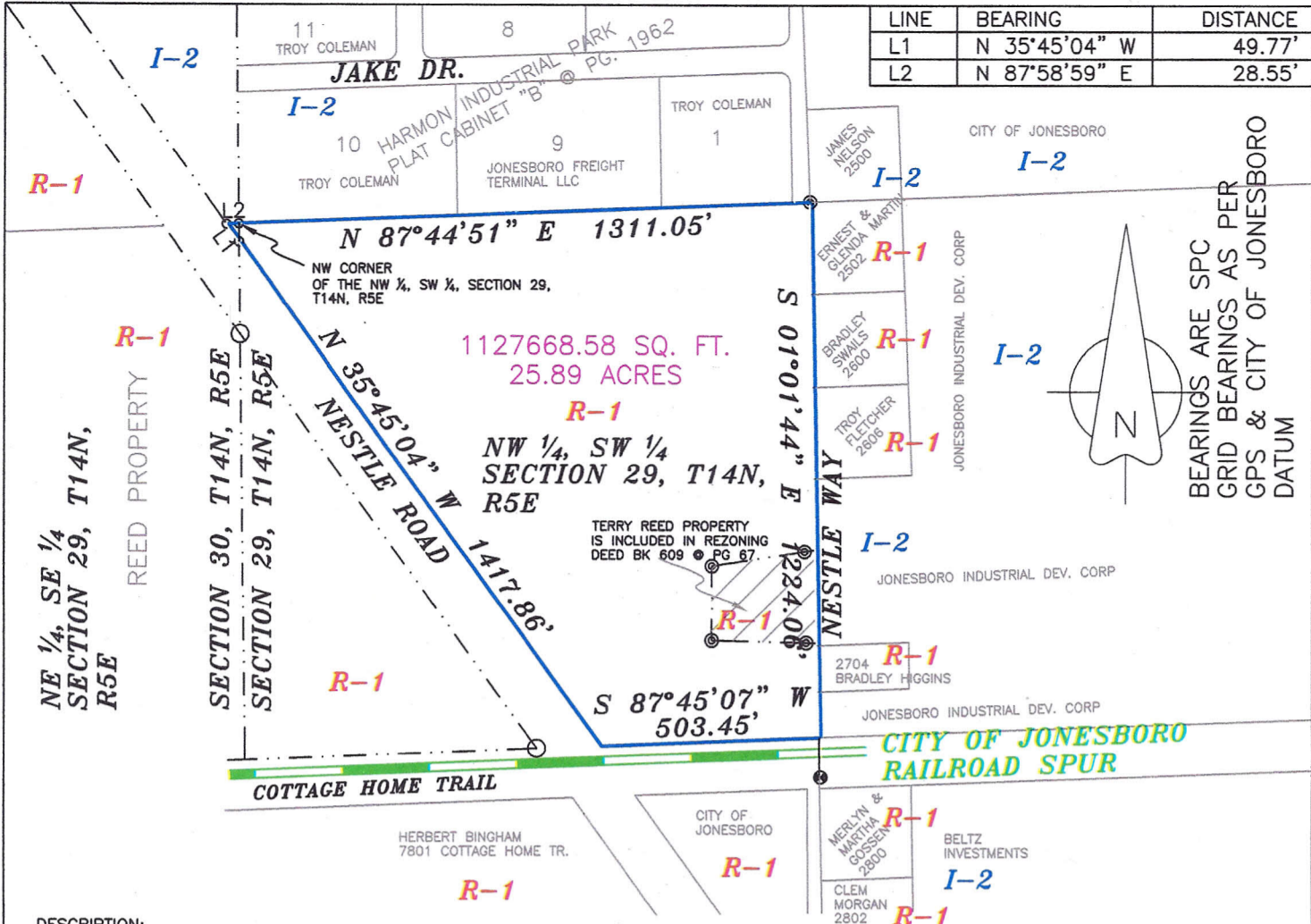
A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (25.88 AC.) OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (0.01 AC.) OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 29; thence North 87°44'51" East 1311.05 feet; thence South 01°01'44" East 1224.06 feet; thence South 87°45'07" West 503.45 feet; thence North 35°45'04" West 1417.86 feet; thence North 35°45'04" West 49.77 feet; thence North 87°58'59" East 28.55 feet; to the point of beginning proper, having an area of 1127668.58 square feet, 25.89 acres more or less and being subject to all public and private roads and easements.

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

A) The Site Plan and proposed use shall be reviewed and approved by the Metropolitan Area Planning Commission (MAPC).

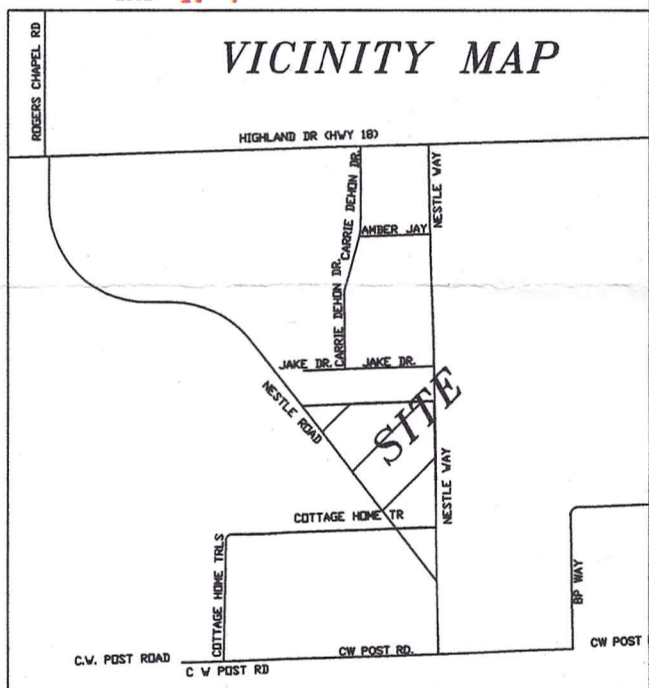
LINE	BEARING	DISTANCE
L1	N 35°45'04" W	49.77'
L2	N 87°58'59" E	28.55'



**DESCRIPTION:**  
 A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER(25.88 AC.) OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER(0.01 AC.)OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 Beginning at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 29; thence North 87°44'51" East 1311.05 feet; thence South 01°01'44" East 1224.06 feet; thence South 87°45'07" West 503.45 feet; thence North 35°45'04" West 1417.86 feet; thence North 35°45'04" West 49.77 feet; thence North 87°58'59" East 28.55 feet; to the point of beginning proper, having an area of 1127668.58 square feet, 25.89 acres more or less and being subject to all public and private roads and easements.

**OWNER CERTIFICATION:**  
 WE HEREBY CERTIFY THAT WE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE ADOPT THE PLAN OF THE SUBDIVISION AND DEDICATED PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED AND WE FURTHER CERTIFY THAT WE HAVE READ AND ACKNOWLEDGED THE FOLLOWING STATEMENT.

*Terry L. Reed*      *2-16-10*

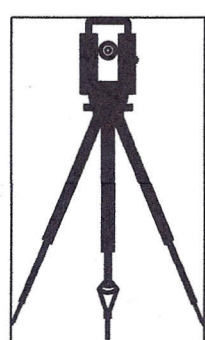


**REGISTERED PROFESSIONAL LAND SURVEYOR**  
**STATE OF ARKANSAS**  
**NO. 1142**  
**H.S. HIME**

**CERTIFICATE OF AUTHORIZATION**  
**H and S HIME**  
**PROFESSIONAL SURVEYING**  
**NO. 1492**

**SURVEYOR'S CERTIFICATION:**  
 THIS IS TO CERTIFY I HAVE ON THIS DATE SURVEYED THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH MONUMENTS FOUND AND THIS PLAT CONFORMS TO THAT SURVEYED.

**H&S HIME PROFESSIONAL SURVEYING SERVICES**  
 PMB #283, 2704 SO. CULBERHOUSE STE "L"  
 JONESBORO, ARKANSAS



**H&S Hime Professional Surveying Services**  
 PMB #283  
 2704 SO. CULBERHOUSE STE "L"  
 JONESBORO, ARKANSAS 72401

PHONE: 870 972 1288  
 FAX: 870 972 1011  
 E-MAIL: hshime\_butch@yahoo.com

## REZONING PLAT

drawn by: HH	<b>R-1 EXISTING</b> <b>I-1 REQUESTED</b>
date: 2-15-2010	
scale: 1"=400'	client: TERRY L. REED ETAL



*City of Jonesboro City Council*  
**Staff Report – RZ10-01: Vickie Mink**  
Huntington Building - 900 W. Monroe  
*For Consideration by Council on March 16, 2010*

**REQUEST:** A recommendation by MAPC to rezone property containing 25.89 acres more or less.

**PURPOSE:** To rezone a tract of land from R-1 to I-1 Limited Industrial District.

**APPLICANT/  
OWNER:** Vickie Mink, P.O. Box 478 Bay, AR 72411

**LOCATION:** 2701 Nestle Way Rd.

**SITE  
DESCRIPTION:** Tract Size: 25.89 Acres (1,127,668.58 sq. ft.)  
Frontage: 1417.86' of frontage along Nestle Rd.  
1224.06' along Nestle Way  
Topography: Flat  
Existing Dvlpmt: Agriculture land used for farming. Within a Flood Plain.

<b>SURROUNDING CONDITIONS:</b>	<u>ZONE</u>	<u>LAND USE</u>
North:	I-2	General Industrial
South:	R-1	Single Family
East:	R-1, I-2	Single Family, General Industrial
West:	R-1	Single Family

**HISTORY:** None.

**ZONING ANALYSIS:** City Planning Staff has reviewed the proposed development and offers the following findings.

**COMPREHENSIVE PLAN FUTURE LAND USE MAP**

The Future Land Use Map adopted on January 5, 2010 shows this area to be within the Northeast Sector and to be recommended as Heavy Industrial.

**Heavy Industrial - "HI"** promotes larger scale industrial uses such as intensive manufacturing activities which may contain outside storage. This category includes typically industrial or manufacturing uses with convenient access to primary highways or rail system. The proposed use is consistent with the current Land Use Map.

**Approval Criteria- Section 14.44.05, (5a-g) - Amendments:**

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the planning commission or city council in reaching a decision. The criteria to be considered shall include but not be limited to the following:

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;
- (f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and
- (g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services.



Aerial Map/ Vicinity Map

**Findings:**

The subject site is located on Nestle Road just north of Cottage Home Trail and south of Hwy. 18/Highland Dr. The area is predominately zoned residential with heavy industrial abutting to the north and east. The applicant has requested a I-1 Rezoning for the said property; this would allow any use listed within the permissible uses of limited industrial such as: Government service, safety service, Medical service/office, fast food and general restaurant, retail service, gas station, banks/financial institution, carwash, church, school vocational school, mini-storage warehouse, college/university, construction sales/service, off premise advertisement, communication towers, warehousing, welding or machine shop, agricultural, vehicle and equipment sales/equipment storage yard, freight terminal, limited and general manufacturing, research services, general and limited vehicle repair, etc. A lighting plan shall be required to demonstrate compliance with the zoning ordinance

**MAPC Record of Proceedings: Public Hearing held on March 9, 2010**

**Case RZ 10-01:** Vickie Mink requests rezoning at 2701 Nestle Way from R-1 Single Family Residential to I-1 Limited Industrial.

**Applicant:** Mr. Carlos Wood stated that he is representing the owner. The property is bounded by Nestle Way and Nestle Road. We want to rezone it to industrial. The site is vacant farmland.

Mr. Joe Tomlinson asked if the 3 lots shown on the east side of this site are still vacant agricultural? Mr. Wood stated that there are some houses over to the east. The owner visited the neighbors and they signed a petition that they are not opposed to the rezoning. Mr. Wood added that he presented that document to the planner.

**Staff Comments:** Mr. Spriggs stated that the request is consistent with the most recent Future Land Use Plan. Mr. Tomlinson brings up a good point concerning properties adjacent to the subject site. Also as stated in the staff report, any stipulations or conditions placed on an approval would require a limited use overlay. Staff has listed all of the permitted uses of the I-1 District. Typically, MAPC has required most of these types of rezonings are to come back to the MAPC for site plan review. That can be accomplished as a condition of your recommendation to Council. That way we can take into account the type of future development and how it takes into account what is around it.

Mr. Tomlinson asked about a recent rezoning to residential in the immediate area. Mr. Wood stated that it was multi-family and it is located north and on the east side of Nestle Road, on the west side of the creek. Mr. Wood added that there are no sewers in the area, but we have approval with the health department on 5 acres on the northwest corner of site to be used for septic, for a low density office use.

Mr. Tomlinson stated that the sewer issue will take care of any high density itself. He added that he would like to see all that land go to industrial use, to complete the industrial park.

Mr. Wood added that with the new plant going out there, it will be a need for some satellite businesses in the area. There will be frontage on Nestle Road. The existing home located on this tract is one of the owners on this petition.

Mr. Lonnie Roberts reiterated that he would like the site plan to come before the MAPC, and made a motion to recommend approval to City Council with that in mind; Motion was 2<sup>ND</sup> by Ms. Margaret Norris.

**Roll Call Vote:**

Mr. Tomlinson- Aye; Mr. Hoelscher- Aye; Mr. Roberts- Aye; Mr. Kelton-Aye; Ms. Norris- Aye.

**Conclusion**

The MAPC and the Planning Staff have reviewed the request and have determined that the request falls within the long range planning goals and objectives for the Jonesboro Industrial Park area. The MAPC hereby recommends approval to City Council for a change from R-1 Residential Single Family to I-1 Industrial District. The following stipulations for the motion are recommended:

1. That the final site plan shall be reviewed and approved by the MAPC prior to permit issuance. Such submittal shall include architectural and engineering drawings.
2. That prior to the final permit approval, all plans and construction documents shall satisfy all city, state and local agency approvals regarding infrastructure.

Respectfully Submitted for Council Consideration,

Otis T. Spriggs, AICP  
Planning & Zoning Director

# Site Photographs



View looking southeast along Nestle Road.



View looking northeast abutting the site.





View looking north along frontage (Nestle Road).



View looking southwest of adjacent property.



View looking north at the subject property.



View looking northeast towards site.



## Legislation Details (With Text)

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**File #:** RES-10:012    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** Recommended Under New Business  
**File created:** 2/1/2010    **In control:** Public Safety Council Committee  
**On agenda:** 3/16/2010    **Final action:**  
**Title:** A RESOLUTION TO Condemn property at 408 N Bridge owned by Steve Tyler  
**Sponsors:** Code Enforcement  
**Indexes:**  
**Code sections:**  
**Attachments:** [CONDEMNATION CHECKLIST.doc](#)

- [Condemnation Checklist \(pdf version\)](#)
- [Inspection Report001.jpg](#)
- [100\\_1941.JPG](#)
- [100\\_1942.JPG](#)
- [100\\_1943.JPG](#)
- [100\\_1944.JPG](#)

Date	Ver.	Action By	Action	Result
2/16/2010	1	Public Safety Council Committee		

Title

A RESOLUTION TO Condemn property at 408 N Bridge owned by Steve Tyler

Body

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all the stipulations have been met in the condemnation process to proceed with condemnation of this property.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT: the City should proceed with the condemnation of the property at: 408 N Bridge

## CONDEMNATION CHECKLIST

Property Address: 408 N Bridge Phone: 932-9281  
 Property Owner: Steve Tylerl Phone: \_\_\_\_\_  
 Owner's Address: 2607 N Churcht Fax: \_\_\_\_\_  
Jonesboro, AR 72401

	BEGINNING DATE	ENDING DATE	ACTION
<input checked="" type="checkbox"/>	<u>10/27/09</u>	<u>10/27/09</u>	1. Identify structure unfit for human habitation.
<input checked="" type="checkbox"/>	<u>11/03/09</u>	<u>11/03/09</u>	2. Inspect Property. (Condemnation Officer & Building Inspector) <input checked="" type="checkbox"/> a. Prepare inspection report. <input checked="" type="checkbox"/> b. Photograph property.
<input checked="" type="checkbox"/>	<u>10/27/09</u>	<u>10/27/09</u>	3. Determine ownership from county assessment & tax collection record.
<input checked="" type="checkbox"/>	<u>10/27/09</u>	<u>10/27/09</u>	4. Obtain legal description.
<input checked="" type="checkbox"/>	<u>11/04/09</u>	<u>11/04/09</u>	5. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner with 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input checked="" type="checkbox"/>	<u>01/27/10</u>	<u>01/27/10</u>	6. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input checked="" type="checkbox"/>	<u>11/13/09</u>	<u>11/13/09</u>	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/>	_____	_____	8. Send 20-day pre-notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
<input type="checkbox"/>	_____	_____	<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Arkansas. 1) Post affidavit in newspaper once a week for two consecutive weeks
<input type="checkbox"/>	_____	_____	2) Attorney ad litem appointed to notify defendant.
<input type="checkbox"/>	_____	_____	9. Post sign on the property advising date the City Council will consider condemnation of the structure.
<input type="checkbox"/>	_____	_____	10. Photograph posted sign.
<input type="checkbox"/>	_____	_____	11. Prepare information packet for each City Council member, plus one each for Mayor & City Attorney consisting of: <input type="checkbox"/> a. Location map <input type="checkbox"/> b. Photographs of the structure <input type="checkbox"/> c. Inspection report <input type="checkbox"/> d. Pre-condemnation notice <input type="checkbox"/> e. Condemnation resolution

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/>	_____	12. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.
<input type="checkbox"/>	_____	13. City Council adopts condemnation resolution.
<input type="checkbox"/>	_____	File certified copy of Condemnation Resolution with Circuit Clerk. 14. Clerk.
<input type="checkbox"/>	_____	15. Send owner(s) & other vested interests the following: <input type="checkbox"/> a. Copy of the City Council resolution. <input type="checkbox"/> b. 30-day notice to cure through repair, demolition or with inspector's approval, board & secure for stated period of time.
<input type="checkbox"/>	_____	16. Post 30-day notice to cure on structure.
<input type="checkbox"/>	_____	17. Photograph posted notice.
<input type="checkbox"/>	_____	18. Evaluate status of owner's action on 31 <sup>st</sup> day after Notice to Cure was issued. If no action taken by owner, proceed with demolition.
<input type="checkbox"/>	_____	19. Determine presence of asbestos & dangerous mold. If present, prepare a removal plan.
<input type="checkbox"/>	_____	20. Obtain three demolition bids.
<input type="checkbox"/>	_____	21. Notice of Intent with ADEQ
<input type="checkbox"/>	_____	22. Notify utility companies to disconnect & remove service from structure for safe demolition.
<input type="checkbox"/>	_____	23. Issue Notice to Proceed to demolition contractor.
<input type="checkbox"/>	_____	24. Prepare demolition cost statement consisting of: <input type="checkbox"/> a. Mailing fees <input type="checkbox"/> b. Publication fees <input type="checkbox"/> c. Demolition costs <input type="checkbox"/> d. Asbestos and/or dangerous mold testing fee <input type="checkbox"/> e. Asbestos and/or dangerous mold removal fee <input type="checkbox"/> f. Title search fee <input type="checkbox"/> g. Landfill tipping fees(if not included with demolition contract) <input type="checkbox"/> h. Photograph costs <input type="checkbox"/> i. Attorney fees <input type="checkbox"/> j. Filing fees for Circuit Clerk <input type="checkbox"/> k. Any documentation miscellaneous costs <input type="checkbox"/> l. Send Total to City Collector for billing to owners
	<b>TOTALS=</b> _____	
<input type="checkbox"/>	_____	25. Send a letter & cost statement to the City Attorney requesting a tax lien be placed on the property.



DEPARTMENT OF PLANNING, INSPECTION AND CODE ENFORCEMENT

**RESIDENTIAL / COMMERCIAL BUILDING INSPECTION REPORT**

DATE OF INSPECTION: 11-3-09  
 PROPERTY ADDRESS: 408 N Bridge  
 PROPERTY OWNER: Steve Tyler

OCCUPIED:  YES  NO

BUILDING ELEMENT	CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation	①	2	3	4	5	Fire
Front Porch	1	2	3	4	⑤	concrete
Exterior Doors and Windows	1	2	3	4	5	Destroyed by Fire
Roof Underlay	1	2	3	4	5	
Roof Surface	1	2	3	4	5	
Chimney	1	2	3	4	5	
Siding	1	2	3	4	5	
Facia and Trim	1	2	3	4	5	
Interior Doors	1	2	3	4	5	
Interior Walls	1	2	3	4	5	

Ceilings	1	2	3	4	5
Flooring Underlay	1	2	3	4	5
Flooring Surfaces	1	2	3	4	5
Electrical	1	2	3	4	5
Heating	1	2	3	4	5
Plumbing	1	2	3	4	5


*due STRUCTURAL damage  
of Fire House is  
consider SAFETY  
HAZARD*

- In my opinion, this structure  is  is not suitable for human habitation.
- In my opinion this structure  is  is not physically feasible for rehabilitation.
- In my opinion, this structure  is  is not economically feasible for rehabilitation.
- In my opinion, this structure  is  is not a public safety hazard and should be condemned.

**EMERGENCY CONDEMNATION IS WARRANTED:  YES  NO**

In my opinion, this structure  is  is not a public safety hazard and should be condemned immediately.

*Terry Adams*

Terry Adams, Certified Building Inspector

Craig Davenport, Fire Marshal

Other Signature





11/03/2009





11/03/2009





11/03/2009





11/03/2009







# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** COM-10:018    **Version:** 1    **Name:**  
**Type:** Other Communications    **Status:** To Be Introduced  
**File created:** 3/4/2010    **In control:** City Council  
**On agenda:**    **Final action:**  
**Title:** Jonesboro Airport Commission Financial Statements For the Two Months Ended February 28, 2010 and 2009  
**Sponsors:** Mayor's Office  
**Indexes:**  
**Code sections:**  
**Attachments:** [Airport Commission](#)

Date	Ver.	Action By	Action	Result
3/9/2010	1	Finance & Administration Council Committee		

title  
Jonesboro Airport Commission Financial Statements For the Two Months Ended February 28, 2010 and 2009

**Jonesboro Airport Commission  
Financial Statements  
For the Two Months Ended February 28, 2010 and 2009**

Orr, Lamb & Fegtly, PLC  
PO Box 1796  
Jonesboro, AR 72403

March 2, 2009

Jonesboro Airport Commission  
Jonesboro, Arkansas

We have compiled the accompanying statement of assets, liabilities, and equity-modified cash basis of Jonesboro Airport Commission as of February 28, 2010, and the related statement of revenues and expenses-modified cash basis for the one month ended February 28, 2010 and 2009, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Commission's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Orr, Lamb & Fegtly, PLC  
Certified Public Accountants



**Jonesboro Airport Commission  
Statement of Assets, Liabilities, and Equity  
Modified Cash Basis  
February 28, 2010**

**ASSETS**

**CURRENT ASSETS**

Cash - Liberty Bank	\$ 260,329.14	
Cash-Liberty Bank-Project Acct	<u>6,280.56</u>	
<b>Total Current Assets</b>		<b>\$ 266,609.70</b>

**PROPERTY AND EQUIPMENT**

Plant Investments	<u>\$ 374.10</u>	
<b>Net Property and Equipment</b>		<b>374.10</b>

**OTHER ASSETS**

Rice Growers Stock	<u>\$ 928.25</u>	
<b>Total Other Assets</b>		<b><u>928.25</u></b>
<b>TOTAL ASSETS</b>		<b><u><u>\$ 267,912.05</u></u></b>

See accountants' compilation report.

**Jonesboro Airport Commission**  
**Statement of Assets, Liabilities, and Equity**  
**Modified Cash Basis**  
**February 28, 2010**

**LIABILITIES AND EQUITY**

**CURRENT LIABILITIES**

Fica Taxes Payable	\$	670.68
FWH Taxes Payable		714.57
SWH Taxes Payable		138.50
State Unemployment Payable		<u>79.90</u>

**Total Current Liabilities** \$ 1,603.65

**EQUITY**

Beg Retained Earnings	\$	269,875.49
YTD Net Income(Loss)		<u>(3,567.09)</u>

**Total Equity** 266,308.40

**TOTAL LIABILITIES & EQUITY** \$ 267,912.05

See accountants' compilation report.

**Jonesboro Airport Commission**  
**Statement of Revenues & Expenses-Modified Cash Basis**  
**For the 1 Month and 2 Months Ended February 28, 2010 and 2009**

	<u>1 Month Ended</u> <u>February 28, 2010</u>		<u>1 Month Ended</u> <u>February 28, 2009</u>		<u>2 Months Ended</u> <u>February 28, 2010</u>		<u>2 Months Ended</u> <u>February 28, 2009</u>	
		<u>%</u>		<u>%</u>		<u>%</u>		<u>%</u>
<b>Revenues</b>								
Grant Revenue-Federal & State	\$ 6,101.00	25.33	\$ 1,100.00	6.80	\$ 26,175.00	43.39	\$ 75,239.00	71.73
Hanger Revenue - FBO	6,332.68	26.29	6,332.68	39.14	12,665.36	20.99	12,665.36	12.08
Revenue-Sharp Aviation	2,000.00	8.30	2,000.00	12.36	4,000.00	6.63	4,000.00	3.81
Revenue-Gate Card Fees	760.00	3.16	720.00	4.45	760.00	1.26	720.00	0.69
Revenue-Picture Display Fees	1,600.00	6.64	596.00	3.68	1,600.00	2.65	596.00	0.57
T Hanger Leases	2,000.00	8.30	2,000.00	12.36	4,000.00	6.63	4,000.00	3.81
Fuel Flowage	1,234.24	5.12	1,854.40	11.46	3,710.40	6.15	4,365.52	4.16
Farm Rents	1,600.00	6.64	0.00	0.00	1,600.00	2.65	0.00	0.00
ASU Lease	0.00	0.00	1,250.00	7.73	0.00	0.00	2,250.00	2.15
Other Income	2,458.78	10.21	325.00	2.01	5,817.56	9.64	1,050.00	1.00
<b>Total Revenues</b>	<u>24,086.70</u>	<u>100.00</u>	<u>16,178.08</u>	<u>100.00</u>	<u>60,328.32</u>	<u>100.00</u>	<u>104,885.88</u>	<u>100.00</u>
<b>Cost of Revenues</b>								
Grant Project Expenditures	0.00	0.00	27,900.75	172.46	39,326.44	65.19	75,619.50	72.10
Grounds	1,801.67	7.48	4,533.84	28.02	3,338.38	5.53	6,186.67	5.90
Hanger Expense-FBO	1,851.86	7.69	83.75	0.52	2,135.76	3.54	3,071.35	2.93
T-Hanger Expense	0.00	0.00	0.00	0.00	0.00	0.00	360.00	0.34
Terminal Building Expense-Mesa/TSA	1,233.62	5.12	294.55	1.82	1,585.02	2.63	876.89	0.84
Terminal Building Expense-ASU	527.74	2.19	0.00	0.00	527.74	0.87	344.74	0.33
Fire Rescue Building Expense	511.39	2.12	0.00	0.00	573.34	0.95	369.36	0.35
Sharp Aviation Expense	369.36	1.53	0.00	0.00	369.36	0.61	740.34	0.71
Old Terminal Bldg - CAP	0.00	0.00	12.10	0.07	0.00	0.00	12.10	0.01
Beacon & Field Lights	0.00	0.00	0.00	0.00	2,599.92	4.31	0.00	0.00
<b>Total Cost of Revenues</b>	<u>6,295.64</u>	<u>26.14</u>	<u>32,824.99</u>	<u>202.90</u>	<u>50,455.96</u>	<u>83.64</u>	<u>87,580.95</u>	<u>83.50</u>
<b>Gross Profit</b>	<u>17,791.06</u>	<u>73.86</u>	<u>(16,646.91)</u>	<u>(102.90)</u>	<u>9,872.36</u>	<u>16.36</u>	<u>17,304.93</u>	<u>16.50</u>
<b>General &amp; Administrative Exp.</b>								
Insurance - Medical	403.55	1.68	477.71	2.95	849.16	1.41	891.22	0.85
Office Expense	0.00	0.00	844.51	5.22	155.69	0.26	1,013.15	0.97
Outside Services	650.00	2.70	150.00	0.93	650.00	1.08	150.00	0.14
Payroll Taxes	383.93	1.59	332.58	2.06	759.12	1.26	693.71	0.66
Postage	0.00	0.00	84.00	0.52	158.00	0.26	84.00	0.08
Salaries - Philip Steed	4,024.75	16.71	3,691.42	22.82	8,049.50	13.34	7,382.84	7.04
Salaries - Other	680.00	2.82	412.50	2.55	1,257.50	2.08	990.00	0.94
Salaries-Fireman	0.00	0.00	0.00	0.00	0.00	0.00	169.00	0.16
Telephone	491.98	2.04	384.03	2.37	834.68	1.38	702.20	0.67
Utilities	139.86	0.58	135.45	0.84	139.86	0.23	268.66	0.26
Legal & Accounting	725.00	3.01	750.00	4.64	1,210.00	2.01	1,340.00	1.28
<b>Total G &amp; A Expenses</b>	<u>7,499.07</u>	<u>31.13</u>	<u>7,262.20</u>	<u>44.89</u>	<u>14,063.51</u>	<u>23.31</u>	<u>13,684.78</u>	<u>13.05</u>
<b>Revenues from Operations</b>	<u>10,291.99</u>	<u>42.73</u>	<u>(23,909.11)</u>	<u>(147.79)</u>	<u>(4,191.15)</u>	<u>(6.95)</u>	<u>3,620.15</u>	<u>3.45</u>
<b>Other Revenue (Expenses)</b>								
Interest Income	299.16	1.24	282.49	1.75	624.06	1.03	639.29	0.61
<b>Total Other Revenue (Exp.)</b>	<u>299.16</u>	<u>1.24</u>	<u>282.49</u>	<u>1.75</u>	<u>624.06</u>	<u>1.03</u>	<u>639.29</u>	<u>0.61</u>
<b>Net Earnings</b>	<u>\$ 10,591.15</u>	<u>43.97</u>	<u>\$ (23,626.62)</u>	<u>(146.04)</u>	<u>\$ (3,567.09)</u>	<u>(5.91)</u>	<u>\$ 4,259.44</u>	<u>4.06</u>

See accountants' compilation report.



**Jonesboro Airport Commission  
General Ledger**

<b>Date</b>	<b>Reference T</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Current Amount</b>	<b>YTD Balance</b>
		<b>1020 Cash - Liberty Bank</b>	254,455.74		
02/28/10	1	Cash Disbursements		(10,478.55)	
02/14/10	P89	Payroll Journal Entry		(3,252.91)	
02/03/10	r348	Deposit-AR Air Center, Inc-Hanger Revenue		6,332.68	
02/03/10	r349	Deposit-AR Air-T Hangers		2,000.00	
02/03/10	r350	Deposit-AR Aircraft (Air South)		500.00	
02/03/10	r351	Deposit-Fowler-Hanger Lease		858.78	
02/10/10	r352	Deposit-Sea Port Airlines		1,100.00	
02/10/10	r353	Deposit-Eastern Aviation Fuel-Fuel Flow		1,234.24	
02/10/10	r354	Deposit-Scurlock-Pic Display		200.00	
02/10/10	r355	Deposit-Riceland Foods-Pic Display		200.00	
02/10/10	r356	Deposit-Hytrol-Pic Display		200.00	
02/10/10	r357	Deposits-Optus-Gate Card		40.00	
02/10/10	r358	Deposit-McDaniel-Gate Card		40.00	
02/10/10	r359	Deposit-M. Street-Gate Card		40.00	
02/10/10	r360	Deposit-AR Air Ven-Gate Card		40.00	
02/10/10	r361	Deposit-E.C. Barton-Gate Card		40.00	
02/10/10	r362	Deposits-MBC (4)-Gate Card		160.00	
02/10/10	r363	Deposit-Lake Air-Gate Card		120.00	
02/23/10	r364	Deposit-Sharp		2,000.00	
02/23/10	r365	Deposit-Ralcorp-Pic Display		200.00	
02/23/10	r366	Deposit-Jimco Lamp-Pic Display		200.00	
02/23/10	r367	Deposit-Nestle-Pic Display		200.00	
02/23/10	r368	Deposit-Frito Lay-Pic Display		200.00	
02/23/10	r369	Deposit-Baptist Hosp-Pic Display		200.00	
02/23/10	r370	Deposit-Emerson-Gate Card		80.00	
02/23/10	r371	Deposit-D. Smith Farm-Gate Card		200.00	
02/26/10	r372	Deposit-Jimmy Sanders-Rent		1,600.00	
02/01/10	r373	Deposit-GSA Treasury-Grant Revenue		1,320.00	
02/28/10	r374	Deposit-Liberty Bank Checking Interest		299.16	
				<u>5,873.40</u>	<u>260,329.14</u>
		<b>1034 Cash-Liberty Bank-Project Acct</b>	1,499.56		
02/11/10	r375	Deposit-FTA Treasury-Grant Revenue		4,781.00	
				<u>4,781.00</u>	<u>6,280.56</u>
		<b>2020 Plant Investments</b>	374.10		
				<u>0.00</u>	<u>374.10</u>
		<b>2530 Rice Growers Stock</b>	928.25		
				<u>0.00</u>	<u>928.25</u>
		<b>3040 Fica Taxes Payable</b>	(671.39)		
02/14/10	8450 V	Liberty Bank		687.78	
02/14/10	P89	Payroll Journal Entry		(687.07)	
				<u>0.71</u>	<u>(670.68)</u>
		<b>3050 FWH Taxes Payable</b>	(696.12)		
02/14/10	8450 V	Liberty Bank		696.12	
02/14/10	P89	Payroll Journal Entry		(714.57)	
				<u>(18.45)</u>	<u>(714.57)</u>
		<b>3060 SWH Taxes Payable</b>	(133.44)		
02/28/10	2	Adjust SWH		0.06	

**Jonesboro Airport Commission  
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
<b>3060 SWH Taxes Payable (cont.)</b>					
02/14/10	8446 V	Dept. of Finance & Administration		133.38	
02/14/10	P89	Payroll Journal Entry		(138.50)	
				<u>(5.06)</u>	<u>(138.50)</u>
<b>3080 State Unemployment Payable</b>			(39.45)		
02/28/10	2	Adjust SUTA		(0.04)	
02/14/10	P89	Payroll Journal Entry		(40.41)	
				<u>(40.45)</u>	<u>(79.90)</u>
<b>5030 Beg Retained Earnings</b>			(269,875.49)		
				<u>0.00</u>	<u>(269,875.49)</u>
<b>6002 Grant Revenue-Federal &amp; State</b>			(20,074.00)		
02/01/10	r373	GSA Treasury-Grant Revenue		(1,320.00)	
02/11/10	r375	FTA Treasury-Grant Revenue		(4,781.00)	
				<u>(6,101.00)</u>	<u>(26,175.00)</u>
<b>6010 Hanger Revenue - FBO</b>			(6,332.68)		
02/03/10	r348	AR Air Center, Inc.-Hanger Revenue		(6,332.68)	
				<u>(6,332.68)</u>	<u>(12,665.36)</u>
<b>6011 Revenue-Sharp Aviation</b>			(2,000.00)		
02/23/10	r364	Sharp		(2,000.00)	
				<u>(2,000.00)</u>	<u>(4,000.00)</u>
<b>6012 Revenue-Gate Card Fees</b>			0.00		
02/10/10	r357	Optus-Gate Card		(40.00)	
02/10/10	r358	McDaniel-Gate Card		(40.00)	
02/10/10	r359	M. Street-Gate Card		(40.00)	
02/10/10	r360	AR Air Ven-Gate Card		(40.00)	
02/10/10	r361	E.C. Barton-Gate Card		(40.00)	
02/10/10	r362	MBC (4)-Gate Card		(160.00)	
02/10/10	r363	Lake Air-Gate Card		(120.00)	
02/23/10	r370	Emerson-Gate Card		(80.00)	
02/23/10	r371	D. Smith Farm-Gate Card		(200.00)	
				<u>(760.00)</u>	<u>(760.00)</u>
<b>6013 Revenue-Picture Display Fees</b>			0.00		
02/10/10	r354	Scurlock-Pic Display		(200.00)	
02/10/10	r355	Riceland Foods-Pic Display		(200.00)	
02/10/10	r356	Hytrol-Pic Display		(200.00)	
02/23/10	r365	Ralcorp-Pic Display		(200.00)	
02/23/10	r366	Jimco Lamp-Pic Display		(200.00)	
02/23/10	r367	Nestle-Pic Display		(200.00)	
02/23/10	r368	Frito Lay-Pic Display		(200.00)	
02/23/10	r369	Baptist Hosp-Pic Display		(200.00)	
				<u>(1,600.00)</u>	<u>(1,600.00)</u>
<b>6014 T Hanger Leases</b>			(2,000.00)		
02/03/10	r349	AR Air-T Hangers		(2,000.00)	
				<u>(2,000.00)</u>	<u>(4,000.00)</u>

**Jonesboro Airport Commission  
General Ledger**

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
	<b>6015 Fuel Flowage</b>		(2,476.16)		
02/10/10	r353	Eastern Aviation Fuel-Fuel Flow		(1,234.24)	
				<u>(1,234.24)</u>	<u>(3,710.40)</u>
	<b>6040 Farm Rents</b>		0.00		
02/26/10	r372	Jimmy Sanders-Rent		(1,600.00)	
				<u>(1,600.00)</u>	<u>(1,600.00)</u>
	<b>6060 Other Income</b>		(3,358.78)		
02/03/10	r350	AR Aircraft (Air South)		(500.00)	
02/03/10	r351	Fowler-Hanger Lease		(858.78)	
02/10/10	r352	Sea Port Airlines		(1,100.00)	
				<u>(2,458.78)</u>	<u>(5,817.56)</u>
	<b>7005 Grant Project Expenditures</b>		39,326.44		
				<u>0.00</u>	<u>39,326.44</u>
	<b>7010 Grounds</b>		1,536.71		
02/14/10	8451 V	MBNA Bank of America		134.87	
02/14/10	8455 V	Pope Lawn Care		1,393.20	
02/14/10	8456 V	Quality Farm Supply		273.60	
				<u>1,801.67</u>	<u>3,338.38</u>
	<b>7030 Hanger Expense-FBO</b>		283.90		
02/14/10	8444 V	Cardinal Supplies of Arkansas, Inc.		177.39	
02/14/10	8447 V	Dixie Contractors Inc.		485.11	
02/14/10	8448 V	Don Reed Construction		820.00	
02/14/10	8452 V	Northeast Arkansas Termite & Pest		369.36	
				<u>1,851.86</u>	<u>2,135.76</u>
	<b>7040 Terminal Building Expense-Mesa/TSA</b>		351.40		
02/14/10	8445 V	Chris West Plumbing Inc.		212.80	
02/14/10	8447 V	Dixie Contractors Inc.		438.48	
02/14/10	8452 V	Northeast Arkansas Termite & Pest		344.74	
02/15/10	8461 V	Sharon Allred Cleaning Serv.		237.60	
				<u>1,233.62</u>	<u>1,585.02</u>
	<b>7041 Terminal Building Expense-ASU</b>		0.00		
02/14/10	8449 V	Jonesboro Roofing Co. Inc.		183.00	
02/14/10	8452 V	Northeast Arkansas Termite & Pest		344.74	
				<u>527.74</u>	<u>527.74</u>
	<b>7051 Fire Rescue Building Expense</b>		61.95		
02/14/10	8443 V	Barton's of Jonesboro		73.58	
02/14/10	8452 V	Northeast Arkansas Termite & Pest		369.36	
02/15/10	8460 V	Lowe's Business Accounts		68.45	
				<u>511.39</u>	<u>573.34</u>
	<b>7052 Sharp Aviation Expense</b>		0.00		
02/14/10	8452 V	Northeast Arkansas Termite & Pest		369.36	
				<u>369.36</u>	<u>369.36</u>

**Jonesboro Airport Commission  
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
		<b>7060 Beacon &amp; Field Lights</b>	2,599.92	<u>0.00</u>	<u>2,599.92</u>
		<b>8110 Insurance - Medical</b>	445.61		
02/01/10	8436 V	Arkansas Blue Cross Blue Shield		658.79	
02/14/10	P89	Payroll Journal Entry		<u>(255.24)</u>	
				<u>403.55</u>	<u>849.16</u>
		<b>8140 Office Expense</b>	155.69	<u>0.00</u>	<u>155.69</u>
		<b>8150 Outside Services</b>	0.00		
02/04/10	8439 V	Eric Mitchell		75.00	
02/04/10	8440 V	Jeff Taylor		400.00	
02/04/10	8441 V	Scott Sextor		<u>175.00</u>	
				<u>650.00</u>	<u>650.00</u>
		<b>8160 Payroll Taxes</b>	375.19		
02/28/10	2	Adjust Payroll Taxes		(0.02)	
02/14/10	P89	Payroll Journal Entry		<u>383.95</u>	
				<u>383.93</u>	<u>759.12</u>
		<b>8170 Postage</b>	158.00	<u>0.00</u>	<u>158.00</u>
		<b>8200 Salaries - Philip Steed</b>	4,024.75		
02/14/10	P89	Payroll Journal Entry		<u>4,024.75</u>	
				<u>4,024.75</u>	<u>8,049.50</u>
		<b>8210 Salaries - Other</b>	577.50		
02/14/10	P89	Payroll Journal Entry		<u>680.00</u>	
				<u>680.00</u>	<u>1,257.50</u>
		<b>8240 Telephone</b>	342.70		
02/14/10	8442 V	AT & T		137.29	
02/14/10	8458 V	Verizon Wireless		280.54	
02/23/10	8462 V	Verizon Wireless		<u>74.15</u>	
				<u>491.98</u>	<u>834.68</u>
		<b>8260 Utilities</b>	0.00		
02/14/10	8457 V	Suddenlink		<u>139.86</u>	
				<u>139.86</u>	<u>139.86</u>
		<b>8280 Legal &amp; Accounting</b>	485.00		
02/14/10	8453 V	Orr, Lamb & Fegtly		475.00	
02/15/10	8459 V	Cahoon & Smith Law Office		<u>250.00</u>	
				<u>725.00</u>	<u>1,210.00</u>
		<b>9010 Interest Income</b>	(324.90)		

**Jonesboro Airport Commission  
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
<b>9010 Interest Income (cont.)</b>					
02/28/10	r374	Liberty Bank Checking Interest		(299.16)	
				<u>(299.16)</u>	<u>(624.06)</u>
Current Profit/(Loss)		<u>10,591.15</u>	YTD Profit/(Loss)		<u>(3,567.09)</u>
Number of Transactions		99	The General Ledger is in balance		<u>0.00</u>

**Jonesboro Airport Commission  
Transaction Listing**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
02/28/10	1		1020	Cash Disbursements	(10,478.55)	(10,478.55)
02/28/10	2		3060	Adjust SWH	0.06	
02/28/10	2		3080	Adjust SUTA	(0.04)	
02/28/10	2		8160	Adjust Payroll Taxes	(0.02)	
02/01/10	8436	V	8110	Arkansas Blue Cross Blue Shield	658.79	658.79
02/01/10	8437		Payroll	McDonald, Ellis	471.58	
02/01/10	8438		Payroll	Steed, Philip	2,281.33	
02/04/10	8439	V	8150	Eric Mitchell	75.00	75.00
02/04/10	8440	V	8150	Jeff Taylor	400.00	400.00
02/04/10	8441	V	8150	Scott Sextor	175.00	175.00
02/14/10	8442	V	8240	AT & T	137.29	137.29
02/14/10	8443	V	7051	Barton's of Jonesboro	73.58	73.58
02/14/10	8444	V	7030	Cardinal Supplies of Arkansas, Inc.	177.39	177.39
02/14/10	8445	V	7040	Chris West Plumbing Inc.	212.80	212.80
02/14/10	8446	V	3060	Dept. of Finance & Administration	133.38	133.38
02/14/10	8447	V	7030	Dixie Contractors Inc.	485.11	
02/14/10	8447	V	7040	Dixie Contractors Inc.	438.48	923.59
02/14/10	8448	V	7030	Don Reed Construction	820.00	820.00
02/14/10	8449	V	7041	Jonesboro Roofing Co. Inc.	183.00	183.00
02/14/10	8450	V	3040	Liberty Bank	687.78	
02/14/10	8450	V	3050	Liberty Bank	696.12	1,383.90
02/14/10	8451	V	7010	MBNA Bank of America	134.87	134.87
02/14/10	8452	V	7030	Northeast Arkansas Termite & Pest	369.36	
02/14/10	8452	V	7040	Northeast Arkansas Termite & Pest	344.74	
02/14/10	8452	V	7041	Northeast Arkansas Termite & Pest	344.74	
02/14/10	8452	V	7051	Northeast Arkansas Termite & Pest	369.36	
02/14/10	8452	V	7052	Northeast Arkansas Termite & Pest	369.36	1,797.56
02/14/10	8453	V	8280	Orr, Lamb & Fegtly	475.00	475.00
02/14/10	8454		Payroll	Steed, Philip	500.00	
02/14/10	8455	V	7010	Pope Lawn Care	1,393.20	1,393.20
02/14/10	8456	V	7010	Quality Farm Supply	273.60	273.60
02/14/10	8457	V	8260	Suddenlink	139.86	139.86
02/14/10	8458	V	8240	Verizon Wireless	280.54	280.54
02/15/10	8459	V	8280	Cahoon & Smith Law Office	250.00	250.00
02/15/10	8460	V	7051	Lowes Business Accounts	68.45	68.45
02/15/10	8461	V	7040	Sharon Allred Cleaning Serv.	237.60	237.60
02/23/10	8462	V	8240	Verizon Wireless	74.15	74.15
02/14/10	P89		1020	Payroll Journal Entry	(3,252.91)	
02/14/10	P89		3040	Payroll Journal Entry	(687.07)	
02/14/10	P89		3050	Payroll Journal Entry	(714.57)	
02/14/10	P89		3060	Payroll Journal Entry	(138.50)	
02/14/10	P89		3080	Payroll Journal Entry	(40.41)	
02/14/10	P89		8110	Payroll Journal Entry	(255.24)	
02/14/10	P89		8160	Payroll Journal Entry	383.95	
02/14/10	P89		8200	Payroll Journal Entry	4,024.75	
02/14/10	P89		8210	Payroll Journal Entry	680.00	
02/03/10	r348		1020	Deposit-AR Air Center, Inc-Hanger Revenue	6,332.68	
02/03/10	r348		6010	AR Air Center, Inc.-Hanger Revenue	(6,332.68)	
02/03/10	r349		1020	Deposit-AR Air-T Hangers	2,000.00	
02/03/10	r349		6014	AR Air-T Hangers	(2,000.00)	
02/03/10	r350		1020	Deposit-AR Aircraft (Air South)	500.00	
02/03/10	r350		6060	AR Aircraft (Air South)	(500.00)	
02/03/10	r351		1020	Deposit-Fowler-Hanger Lease	858.78	
02/03/10	r351		6060	Fowler-Hanger Lease	(858.78)	

**Jonesboro Airport Commission  
Transaction Listing**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
02/10/10	r352		1020	Deposit-Sea Port Airlines	1,100.00	
02/10/10	r352		6060	Sea Port Airlines	(1,100.00)	
02/10/10	r353		1020	Deposit-Eastern Aviation Fuel-Fuel Flow	1,234.24	
02/10/10	r353		6015	Eastern Aviation Fuel-Fuel Flow	(1,234.24)	
02/10/10	r354		1020	Deposit-Scurlock-Pic Display	200.00	
02/10/10	r354		6013	Scurlock-Pic Display	(200.00)	
02/10/10	r355		1020	Deposit-Riceland Foods-Pic Display	200.00	
02/10/10	r355		6013	Riceland Foods-Pic Display	(200.00)	
02/10/10	r356		1020	Deposit-Hytrol-Pic Display	200.00	
02/10/10	r356		6013	Hytrol-Pic Display	(200.00)	
02/10/10	r357		1020	Deposits-Optus-Gate Card	40.00	
02/10/10	r357		6012	Optus-Gate Card	(40.00)	
02/10/10	r358		1020	Deposit-McDaniel-Gate Card	40.00	
02/10/10	r358		6012	McDaniel-Gate Card	(40.00)	
02/10/10	r359		1020	Deposit-M. Street-Gate Card	40.00	
02/10/10	r359		6012	M. Street-Gate Card	(40.00)	
02/10/10	r360		1020	Deposit-AR Air Ven-Gate Card	40.00	
02/10/10	r360		6012	AR Air Ven-Gate Card	(40.00)	
02/10/10	r361		1020	Deposit-E.C. Barton-Gate Card	40.00	
02/10/10	r361		6012	E.C. Barton-Gate Card	(40.00)	
02/10/10	r362		1020	Deposits-MBC (4)-Gate Card	160.00	
02/10/10	r362		6012	MBC (4)-Gate Card	(160.00)	
02/10/10	r363		1020	Deposit-Lake Air-Gate Card	120.00	
02/10/10	r363		6012	Lake Air-Gate Card	(120.00)	
02/23/10	r364		1020	Deposit-Sharp	2,000.00	
02/23/10	r364		6011	Sharp	(2,000.00)	
02/23/10	r365		1020	Deposit-Ralcorp-Pic Display	200.00	
02/23/10	r365		6013	Ralcorp-Pic Display	(200.00)	
02/23/10	r366		1020	Deposit-Jimco Lamp-Pic Display	200.00	
02/23/10	r366		6013	Jimco Lamp-Pic Display	(200.00)	
02/23/10	r367		1020	Deposit-Nestle-Pic Display	200.00	
02/23/10	r367		6013	Nestle-Pic Display	(200.00)	
02/23/10	r368		1020	Deposit-Frito Lay-Pic Display	200.00	
02/23/10	r368		6013	Frito Lay-Pic Display	(200.00)	
02/23/10	r369		1020	Deposit-Baptist Hosp-Pic Display	200.00	
02/23/10	r369		6013	Baptist Hosp-Pic Display	(200.00)	
02/23/10	r370		1020	Deposit-Emerson-Gate Card	80.00	
02/23/10	r370		6012	Emerson-Gate Card	(80.00)	
02/23/10	r371		1020	Deposit-D. Smith Farm-Gate Card	200.00	
02/23/10	r371		6012	D. Smith Farm-Gate Card	(200.00)	
02/26/10	r372		1020	Deposit-Jimmy Sanders-Rent	1,600.00	
02/26/10	r372		6040	Jimmy Sanders-Rent	(1,600.00)	

**Jonesboro Airport Commission  
Transaction Listing**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
02/01/10	r373		1020	Deposit-GSA Treasury-Grant Revenue	1,320.00	
02/01/10	r373		6002	GSA Treasury-Grant Revenue	(1,320.00)	
02/28/10	r374		1020	Deposit-Liberty Bank Checking Interest	299.16	
02/28/10	r374		9010	Liberty Bank Checking Interest	(299.16)	
02/11/10	r375		1034	Deposit-FTA Treasury-Grant Revenue	4,781.00	
02/11/10	r375		6002	FTA Treasury-Grant Revenue	(4,781.00)	
					Transaction Balance	<u>0.00</u>

Total Debits	<u>39,953.17</u>	Total Credits	<u>39,953.17</u>	A/C Hash Total	<u>472167.000</u>
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Number of Transactions            102



**Jonesboro Airport Commission  
Trial Balance**

Account	T	Account Description	1 Month Ended Feb 28, 2010	2 Months Ended Feb 28, 2010
1020	A	Cash - Liberty Bank	5,873.40	260,329.14
1034	A	Cash-Liberty Bank-Project Acct	4,781.00	6,280.56
2020	A	Plant Investments	0.00	374.10
2530	A	Rice Growers Stock	0.00	928.25
3040	L	Fica Taxes Payable	0.71	(670.68)
3050	L	FWH Taxes Payable	(18.45)	(714.57)
3060	L	SWH Taxes Payable	(5.06)	(138.50)
3080	L	State Unemployment Payable	(40.45)	(79.90)
5030	L	Beg Retained Earnings	0.00	(269,875.49)
6002	R	Grant Revenue-Federal & State	(6,101.00)	(26,175.00)
6010	R	Hanger Revenue - FBO	(6,332.68)	(12,665.36)
6011	R	Revenue-Sharp Aviation	(2,000.00)	(4,000.00)
6012	R	Revenue-Gate Card Fees	(760.00)	(760.00)
6013	R	Revenue-Picture Display Fees	(1,600.00)	(1,600.00)
6014	R	T Hanger Leases	(2,000.00)	(4,000.00)
6015	R	Fuel Flowage	(1,234.24)	(3,710.40)
6040	R	Farm Rents	(1,600.00)	(1,600.00)
6060	R	Other Income	(2,458.78)	(5,817.56)
7005	E	Grant Project Expenditures	0.00	39,326.44
7010	E	Grounds	1,801.67	3,338.38
7030	E	Hanger Expense-FBO	1,851.86	2,135.76
7040	E	Terminal Building Expense-Mesa/TSA	1,233.62	1,585.02
7041	E	Terminal Building Expense-ASU	527.74	527.74
7051	E	Fire Rescue Building Expense	511.39	573.34
7052	E	Sharp Aviation Expense	369.36	369.36
7060	E	Beacon & Field Lights	0.00	2,599.92
8110	E	Insurance - Medical	403.55	849.16
8140	E	Office Expense	0.00	155.69
8150	E	Outside Services	650.00	650.00
8160	E	Payroll Taxes	383.93	759.12
8170	E	Postage	0.00	158.00
8200	E	Salaries - Philip Steed	4,024.75	8,049.50
8210	E	Salaries - Other	680.00	1,257.50
8240	E	Telephone	491.98	834.68
8260	E	Utilities	139.86	139.86
8280	E	Legal & Accounting	725.00	1,210.00
9010	R	Interest Income	(299.16)	(624.06)
		Total	<u>0.00</u>	<u>0.00</u>
		Period Profit/(Loss)	<u>10,591.15</u>	<u>(3,567.09)</u>

**Jonesboro Airport Commission  
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
<b>1 - Philip Steed Check #8438 02/01/10</b>						
Gross Pay #5	0.0000	3,483.33	FICA-SS W/H	202.69	Ins 125	214.06
WCBS Gross Pay #1	0.0000	0.00	FICA-Med W/H	47.40	Insurance	41.18
WCBS Gross Pay #2	0.0000	0.00	Federal W/H	592.17	WCBS Other W/H A	0.00
WCBS Gross Pay #3	0.0000	0.00	State W/H	104.50	WCBS Other W/H B	0.00
WCBS Gross Pay #4	0.0000	0.00	WCBS Local W/H	0.00	WCBS Other W/H C	0.00
WCBS Gross Pay #5	0.0000	0.00			WCBS Other W/H D	0.00
					WCBS Other W/H E	0.00
					WCBS Other W/H F	0.00
					WCBS Other W/H G	0.00
					WCBS Other W/H H	0.00
					WCBS Other W/H I	0.00
<b>TOTALS</b>	<b>0.0000</b>	<b>3,483.33</b>		<b>946.76</b>		<b>255.24</b>
Number of Periods: 1					<b>NET PAY:</b>	<b>2,281.33</b>
Company Expenses:		FICA-SS: 202.70	FICA-Med: 47.40	FUTA: 0.00		
		AR SUTA: 29.42				
<b>1 - Philip Steed Check #8454 02/14/10</b>						
Gross Pay #5	0.0000	541.42	FICA-SS W/H	33.57	Ins 125	0.00
WCBS Gross Pay #1	0.0000	0.00	FICA-Med W/H	7.85	Insurance	0.00
WCBS Gross Pay #2	0.0000	0.00	Federal W/H	0.00	WCBS Other W/H A	0.00
WCBS Gross Pay #3	0.0000	0.00	State W/H	0.00	WCBS Other W/H B	0.00
WCBS Gross Pay #4	0.0000	0.00	WCBS Local W/H	0.00	WCBS Other W/H C	0.00
WCBS Gross Pay #5	0.0000	0.00			WCBS Other W/H D	0.00
					WCBS Other W/H E	0.00
					WCBS Other W/H F	0.00
					WCBS Other W/H G	0.00
					WCBS Other W/H H	0.00
					WCBS Other W/H I	0.00
<b>TOTALS</b>	<b>0.0000</b>	<b>541.42</b>		<b>41.42</b>		<b>0.00</b>
Number of Periods: 1					<b>NET PAY:</b>	<b>500.00</b>
Company Expenses:		FICA-SS: 33.57	FICA-Med: 7.85	FUTA: 0.00		
		AR SUTA: 4.87				
<b>5 - Ellis McDonald Check #8437 02/01/10</b>						
Gross Pay #5	0.0000	680.00	FICA-SS W/H	42.16	WCBS Other W/H A	0.00
WCBS Gross Pay #1	0.0000	0.00	FICA-Med W/H	9.86	WCBS Other W/H B	0.00
WCBS Gross Pay #2	0.0000	0.00	Federal W/H	122.40	WCBS Other W/H C	0.00
WCBS Gross Pay #3	0.0000	0.00	State W/H	34.00	WCBS Other W/H D	0.00
WCBS Gross Pay #4	0.0000	0.00	WCBS Local W/H	0.00	WCBS Other W/H E	0.00
WCBS Gross Pay #5	0.0000	0.00			WCBS Other W/H F	0.00
					WCBS Other W/H G	0.00
					WCBS Other W/H H	0.00
					WCBS Other W/H I	0.00
<b>TOTALS</b>	<b>0.0000</b>	<b>680.00</b>		<b>208.42</b>		<b>0.00</b>
Number of Periods: 1					<b>NET PAY:</b>	<b>471.58</b>
Company Expenses:		FICA-SS: 42.16	FICA-Med: 9.86	FUTA: 0.00		
		AR SUTA: 6.12				

**Jonesboro Airport Commission  
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
<b>Company Totals    Number of Checks: 3</b>						
Gross Pay #5	0.0000	4,704.75	FICA-SS W/H	278.42	WCBS Other W/H A	0.00
WCBS Gross Pay #1	0.0000	0.00	FICA-Med W/H	65.11	WCBS Other W/H B	0.00
WCBS Gross Pay #2	0.0000	0.00	Federal W/H	714.57	WCBS Other W/H C	0.00
WCBS Gross Pay #3	0.0000	0.00	State W/H	138.50	WCBS Other W/H D	0.00
WCBS Gross Pay #4	0.0000	0.00	WCBS Local W/H	0.00	WCBS Other W/H E	0.00
WCBS Gross Pay #5	0.0000	0.00			WCBS Other W/H F	0.00
					WCBS Other W/H G	0.00
					WCBS Other W/H H	0.00
					WCBS Other W/H I	0.00
					Ins 125	214.06
					Insurance	41.18
<b>TOTALS</b>	<u>0.0000</u>	<u>4,704.75</u>		<u>1,196.60</u>		<u>255.24</u>
					<b>NET PAY:</b>	<b>3,252.91</b>
Company Expenses:		FICA-SS: 278.43	FICA-Med: 65.11	FUTA: 0.00		
		AR SUTA: 40.41				

**Jonesboro Airport Commission  
Earnings Report**

Description	Month to Date		Quarter to Date		Year to Date	
	Hours	Amount	Hours	Amount	Hours	Amount
<b>1</b>	<b>Steed, Philip</b>		<b>432-11-2848</b>			
Gross Pay #5	0.00	4,024.75	0.00	8,049.50	0.00	8,049.50
GROSS PAY	0.00	4,024.75	0.00	8,049.50	0.00	8,049.50
FICA-SS W/H		236.26		488.90		488.90
FICA-Med W/H		55.25		110.51		110.51
Federal W/H		592.17		1,184.34		1,184.34
State W/H		104.50		209.00		209.00
Ins 125		214.06		428.12		428.12
Insurance		41.18		82.36		82.36
NET PAY		2,781.33		5,546.27		5,546.27
<b>5</b>	<b>McDonald, Ellis</b>		<b>426-52-7789</b>			
Gross Pay #5	0.00	680.00	0.00	1,257.50	0.00	1,257.50
GROSS PAY	0.00	680.00	0.00	1,257.50	0.00	1,257.50
FICA-SS W/H		42.16		77.97		77.97
FICA-Med W/H		9.86		18.23		18.23
Federal W/H		122.40		226.35		226.35
State W/H		34.00		62.88		62.88
NET PAY		471.58		872.07		872.07

**Jonesboro Airport Commission  
Earnings Report**

Description	Month to Date		Quarter to Date		Year to Date	
	Hours	Amount	Hours	Amount	Hours	Amount
<b>Client Totals</b>	<b>Number of Employees: 2</b>					
Gross Pay #5	0.00	4,704.75	0.00	9,307.00	0.00	9,307.00
GROSS PAY	0.00	4,704.75	0.00	9,307.00	0.00	9,307.00
FICA-SS W/H		278.42		566.87		566.87
FICA-Med W/H		65.11		128.74		128.74
Federal W/H		714.57		1,410.69		1,410.69
State W/H		138.50		271.88		271.88
Ins 125		214.06		428.12		428.12
Insurance		41.18		82.36		82.36
NET PAY		<u>3,252.91</u>		<u>6,418.34</u>		<u>6,418.34</u>