



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, May 17, 2011

6:30 PM

Huntington Building

PUBLIC SAFETY COMMITTEE MEETING AT 5:30 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

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-11:038](#) Minutes for the City Council meeting on May 3, 2011.

Attachments: [Minutes](#)

[MIN-11:041](#) Minutes for the special called City Council meeting on May 6, 2011.

Attachments: [Minutes](#)

[RES-11:051](#) RESOLUTION REPLACING THE POSITION OF CITY CLERK WITH THE POSITION OF CHIEF FINANCIAL OFFICER AND APPOINTING THE CHAIR OF THE FINANCE COMMITTEE TO THE DEPOSITORY BOARD

Legislative History

5/3/11	Nominating and Rules Committee	Recommended to Council
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[RES-11:052](#) A RESOLUTION TO CONFIRM AN APPOINTMENT TO THE COMPREHENSIVE PLANNING ADVISORY BOARD AS RECOMMENDED BY THE MAYOR.

Sponsors: Mayor's Office

Attachments: [Joshua Brown](#)

Legislative History

5/3/11	Nominating and Rules Committee	Recommended to Council
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RES-11:053 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT, INC. FOR THE 2011 ASPHALT COLD MILLING AND OVERLAYS SELECTED CITY STREETS - JOB NO. 2011:18

Sponsors: Engineering

Attachments: [Specifications.pdf](#)

[Bid Tab.pdf](#)

[Checklist.pdf](#)

Legislative History

5/3/11	Public Works Council Committee	Recommended to Council
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RES-11:056 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 2650-B LACY DRIVE AND 418 FOREST PARK DRIVE FOR THE CITY OF JONESBORO.

Sponsors: Building Maintenance

Legislative History

5/3/11	Public Works Council Committee	Recommended to Council
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RES-11:057 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MAGIC TOUCH - 8 PLEX (HPC), A COMMERCIAL SITE PLAN

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

Legislative History

5/3/11	Public Works Council Committee	Recommended to Council
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6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-11:042 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-4 LUO LOCATED AT 3406 SOUTH CULBERHOUSE STREET AS REQUESTED BY THE FOOD BANK OF NEA

Attachments: [Plat](#)

[RZ 11-11 FoodBank RezoningStaffReport](#)

RESOLUTIONS TO BE INTRODUCED

RES-11:048 A RESOLUTION TO condemn property at: 109 E Woodrow

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST.docx](#)
[Inspections001.jpg](#)
[100_3335.JPG](#)
[100_3342.JPG](#)
[100_3331.JPG](#)
[100_3319.JPG](#)

Legislative History

4/19/11	Public Safety Council Committee	Recommended Under New Business
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RES-11:049 A RESOLUTION TO condemn property at: 611 W Monroe

Sponsors: Code Enforcement

Attachments: [CONDEMNATION CHECKLIST.docx](#)
[Inspection Report001.jpg](#)
[100_2883.JPG](#)
[100_3562.JPG](#)
[100_3433.JPG](#)
[100_3435.JPG](#)
[100_3431.JPG](#)

Legislative History

4/19/11	Public Safety Council Committee	Recommended Under New Business
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7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-11:038 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO I-1 LUO LOCATED AT 300 NORTH KATHLEEN AS REQUESTED BY DEREK BALTZ

Attachments: [Plat](#)
[MAPC Report](#)

Legislative History

5/3/11	City Council	Held at one reading
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8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

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

11. ADJOURNMENT



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:038 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 5/4/2011 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on May 3, 2011.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the City Council meeting on May 3, 2011.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, May 3, 2011

6:30 PM

Huntington Building

PUBLIC WORKS COMMITTEE MEETING AT 5:30 P.M.

NOMINATING AND RULES 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 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Mikel Fears and Charles Coleman

Absent 1 - Rennell Woods

4. SPECIAL PRESENTATIONS

COM-11:030 Proclamation by the Mayor for Motorcycle Awareness Month

Sponsors: Mayor's Office

Mayor Perrin proclaimed May, 2011, as Motorcycle Safety Awareness Month and urged all citizens to increase their awareness regarding motorcycles on the roadways.

5. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, to Approve the Consent Agenda. A motion was made that these files be approved by consent voice vote

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Mikel Fears and Charles Coleman

Absent: 1 - Rennell Woods

MIN-11:034 Minutes for the City Council meeting on April 19, 2011.

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

RES-10:123 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM MALL AT TURTLE CREEK, LLC FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Exhibit A](#)
[Drainage easement](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-043-2011

RES-11:034 A RESOLUTION TO ACCEPT A RESTRICTIVE AGREEMENT FOR A GREENSPACE SITE FOR HARPS FOOD STORES INC., A COMMERCIAL PLANNED DISTRICT DEVELOPMENT

Sponsors: Planning

Attachments: [Agreement](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-044-2011

RES-11:041 A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF JONESBORO TO CONTINUE THE CONTRACT WITH BRACKETT-KRENNERICH AND ASSOCIATES, P.A. FOR ARCHITECTURAL SERVICES RELATED TO THE CONSTRUCTION OF JONESBORO FIRE STATIONS.

Sponsors: Fire Department

Attachments: [Fire Station 4 Owner Architect Contract](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-045-2011

RES-11:043 A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A CONTRACT WITH COLLEGIATE PROPERTIES, INC FOR CORPORATE HOUSING

Sponsors: Police Department

Attachments: [Gainesville FL](#)

This item was PASSED on the consent agenda.

Enactment No: R-EN-046-2011

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-11:037 AN ORDINANCE AMENDING THE 2010 BUDGET ORDINANCE FOR THE CITY OF JONESBORO

Sponsors: Finance

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

Councilwoman Williams explained this is a cleanup ordinance.

Councilwoman Williams motioned, seconded by Councilman Coleman, to suspend the rules and waive second and third readings. All voted aye.

After passage of the ordinance, Councilman Street motioned, seconded by Councilwoman Williams, to adopt the emergency clause. All voted aye.

A motion was made by Councilwoman Ann Williams, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Mikel Fears and Charles Coleman

Absent: 1 - Rennell Woods

Enactment No: O-EN-031-2011

ORD-11:038 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO I-1 LUO LOCATED AT 300 NORTH KATHLEEN AS REQUESTED BY DEREK BALTZ

Attachments: [Plat](#)
[MAPC Report](#)

Councilman Moore offered the ordinance for first reading by title only and asked it be held at one reading.

This item was Held at one reading.

ORD-11:039 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE ELAVON TO PERFORM PROFESSIONAL SERVICES FOR COLLECTION OF ALL PAYMENTS MADE TO THE CITY OF JONESBORO BY CREDIT CARDS

Sponsors: Finance

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

Councilwoman Williams explained this will provide a better deal for the City due to a decrease in fees. Mayor Perrin added the City currently uses Heartland, but will be changing due to the lower fees. Councilman Moore questioned when citizens will be able to make payments online. Mayor Perrin stated they are currently looking at that for 2011.

Councilwoman Williams motioned, seconded by Councilman Moore, to suspend the rules and waive second and third readings. All voted aye.

After passage of the ordinance, Councilman Street motioned, seconded by Councilwoman Williams, to adopt the emergency clause. All voted aye.

A motion was made by Councilwoman Ann Williams, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Mikel Fears and Charles Coleman

Absent: 1 - Rennell Woods

Enactment No: O-EN-032-2011

ORD-11:040

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF RADIO UPGRADES FOR PUBLIC SAFETY, PUBLIC WORKS AND PARKS INFRASTRUCTURE.

Councilman Street offered the ordinance for first reading by title only.

Councilman Street motioned, seconded by Councilman Moore, to suspend the rules and waive second and third readings. All voted aye.

Councilman Fears questioned what the total amount was for the purchase. Mayor Perrin answered \$43,660.75, which is \$899 for the radios and \$1,500 per station.

After passage of the ordinance, Councilwoman Williams motioned, seconded by Councilman Gibson, to adopt the emergency clause. All voted aye.

A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 11 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Mikel Fears and Charles Coleman

Absent: 1 - Rennell Woods

Enactment No: O-EN-033-2011

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

The service agreement has been approved by Principal Financial concerning the non-uniform pension plan. In the next few weeks he will be coordinating a presentation by Foster and Foster to the Finance Committee in order to discuss the plan and make some decisions.

He thanked the Police Department and Street Department for their assistance during the flooding on Sunday. He stated the Street Department helped move a tree that was on Nettleton Avenue and a police officer helped push a car out of waist-high flood waters to safety.

They have extended help to surrounding cities regarding their flooding. He visited

with the Lake City mayor and offered the citizens of Lake City shelter at Earl Bell, Parker Park and Allen Park if needed.

The Building Facilities Committee is meeting at 10 a.m. on Thursday in the Mayor's Conference Room.

Grants Coordinator Heather Clements is now working with \$22 million in grant funding and has found several grants that were overlooked.

They met with the Highway Department concerning Highway 1 at the Highland Drive intersection, where the future Harps grocery store will be located. He explained they are looking at a double left-hand turn lane on Highway 1 onto Highland. They met with the church and are looking at getting easements.

They are also looking at the Highland Drive/Church Street intersection. They are looking at improving that area to make traffic flow easier, including taking down the candlesticks on Main Street near the Walgreens. He noted there is another commercial business looking to be located near the Advanced Auto Parts store on Highland, which will increase the traffic in that area. He also stated they have already received the \$30,000 check from Harps to help with improving the intersection. Councilman Moore explained the candlesticks were put on Main Street near the Walgreens because people were stopping in the left lane to turn into Walgreens and were causing problems. He asked that Mayor Perrin carefully consider that before he decides to take the candlesticks down. He noted the candlesticks were originally put in to help traffic flow and were supposed to extend past the entrance to Walgreens to prevent traffic in the left lane from making right hand turns across the right lane of traffic into the Walgreens driveway.

The Municipal League will be holding their conference on June 15.

The Legislative Auditors have been there for a few weeks, but he has not been presented with many questions.

He asked for City Attorney Phillip Crego to discuss the King's Ranch lawsuit. Mr. Crego noted each Council member should have received a copy of the federal court ruling that went against the City. It directed the City to allow reasonable accommodation of up to 8 children and 2 house parents at the address owned by King's Ranch. He noted the ruling specified the numbers as well as the address. He stated damages and liability are still on the table and that proceeding will be held on July 18. He added there is nothing to be considered by the Council at this time. Councilman Moore questioned whether the judge's ruling affected the future development of the property. Mr. Crego answered no, the ruling was narrowly drawn so future development will require King's Ranch to start the process over again. Councilman Dover clarified the choices now are to go to court and litigate the damages or to settle out of court. Mr. Crego stated any settlement proposals will be presented to the Council, but there is nothing in that regard on the table at this time. Councilman Fears questioned whether the damages awarded by the court will be taken out of the City's budget. Mr. Crego answered yes.

9. CITY COUNCIL REPORTS

Councilman Street commended the Navy Seals and American military forces regarding Osama bin Laden.

Councilman Moore acknowledged the work done by the Street Department on the washout damage behind the levee. He commended the work that was done.

Councilman Vance explained Councilman Woods is absent tonight due to the birth of his son, Landon James.

10. PUBLIC COMMENTS

Parks Department employee Larry Jackson discussed the work that was recently done at Craighead Forest by the Street Department. He commended the Engineering Department, City Engineer Craig Light, Mayor Perrin and the City Council for their work on the retention ponds to help with preventing flooding. He also made note of the work done by the storm watchers last week when a tornado hit south of Jonesboro.

11. ADJOURNMENT

A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 11 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Mikel Fears and Charles Coleman

Absent: 1 - Rennell Woods

_____ **Date:** _____
Harold Perrin, Mayor

Attest:

_____ **Date:** _____
Donna Jackson, City Clerk



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:041 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 5/6/2011 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the special called City Council meeting on May 6, 2011.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the special called City Council meeting on May 6, 2011.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Friday, May 6, 2011

3:15 PM

Huntington Building

Special Called Meeting

1. CALL TO ORDER BY MAYOR PERRIN

2. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 7 - Ann Williams; Charles Frierson; John Street; Mitch Johnson; Chris Gibson; Rennell Woods and Charles Coleman

Absent 5 - Darrel Dover; Chris Moore; Tim McCall; Gene Vance and Mikel Fears

3. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

RES-11:065

RESOLUTION TO ESTABLISH THE JONESBORO LOCAL REDEVELOPMENT AUTHORITY AND TO APPOINT MEMBERS

Sponsors: Mayor's Office

Mayor Perrin discussed the possible purchase of the Army Reserve Center located on Caraway Road. He noted the City had looked at purchasing the property in 2006 and formed a committee to look into the future use of the property. He explained the facility would be a natural fit for a Police Department, so he would like to form a committee with the committee largely being made up of the same members at the 2006 committee. He further discussed the property and the advantages to having a Police Department being located there. Mayor Perrin stated the committee will interview Arkansas State University, who is also interested in purchasing the property, along with the Police Department to determine the best fit for the property. Police Chief Michael Yates discussed the property. He explained the demands for space have continued through the years for the Police Department.

Councilman Frierson questioned remodeling and/or reconditioning. Mayor Perrin stated they foresee spending about \$1 million or less, with \$450,000 being used to convert the property from gas to electric utilities. He added later on they could look at adding more buildings to the property.

Councilman Coleman asked about the timeline for the committee. Mayor Perrin explained he hopes the committee can meet next week, then again within two weeks for a round of interviews with Arkansas State University and the Jonesboro Police Department.

A motion was made by Councilman Charles Coleman, seconded by Councilman Chris Gibson, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 7 - Ann Williams; Charles Frierson; John Street; Mitch Johnson; Chris Gibson; Rennell Woods and Charles Coleman

Absent: 5 - Darrel Dover; Chris Moore; Tim McCall; Gene Vance and Mikel Fears

Enactment No: R-EN-047-2011

4. ADJOURNMENT

With no further business, the Council meeting was adjourned.

_____ **Date:** _____
Harold Perrin, Mayor

Attest:

_____ **Date:** _____
Donna Jackson, City Clerk



Legislation Details (With Text)

File #: RES-11:051 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended to Council
File created: 4/13/2011 **In control:** Nominating and Rules Committee
On agenda: **Final action:**
Title: RESOLUTION REPLACING THE POSITION OF CITY CLERK WITH THE POSITION OF CHIEF FINANCIAL OFFICER AND APPOINTING THE CHAIR OF THE FINANCE COMMITTEE TO THE DEPOSITORY BOARD
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/3/2011	1	Nominating and Rules Committee		

title
RESOLUTION REPLACING THE POSITION OF CITY CLERK WITH THE POSITION OF CHIEF FINANCIAL OFFICER AND APPOINTING THE CHAIR OF THE FINANCE COMMITTEE TO THE DEPOSITORY BOARD

body
WHEREAS, the General Assembly at their Regular Session signed into law ACT 619, naming the following positions as members of the Depository Board: Mayor, City Clerk, and a City Council member; And

WHEREAS, § (b)(2) provides for replacement of one of the three board members with the city finance officer or other official; And

WHEREAS, the Depository Board is dependent on the direction of the Chief Financial Officer.

BE IT THEREFORE RESOLVED, by the City Council of the City of Jonesboro, Arkansas that:

Section 1. The position of City Clerk shall be replaced with the position of Chief Financial Officer.

Section 2. The City Council position shall be filled by the Chair of the Finance Committee.



Legislation Details (With Text)

File #: RES-11:052 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended to Council
File created: 4/13/2011 **In control:** Nominating and Rules Committee
On agenda: **Final action:**
Title: A RESOLUTION TO CONFIRM AN APPOINTMENT TO THE COMPREHENSIVE PLANNING ADVISORY BOARD AS RECOMMENDED BY THE MAYOR.
Sponsors: Mayor's Office
Indexes:
Code sections:
Attachments: [Joshua Brown](#)

Date	Ver.	Action By	Action	Result
5/3/2011	1	Nominating and Rules Committee		

Title

A RESOLUTION TO CONFIRM AN APPOINTMENT TO THE COMPREHENSIVE PLANNING ADVISORY BOARD AS RECOMMENDED BY THE MAYOR.

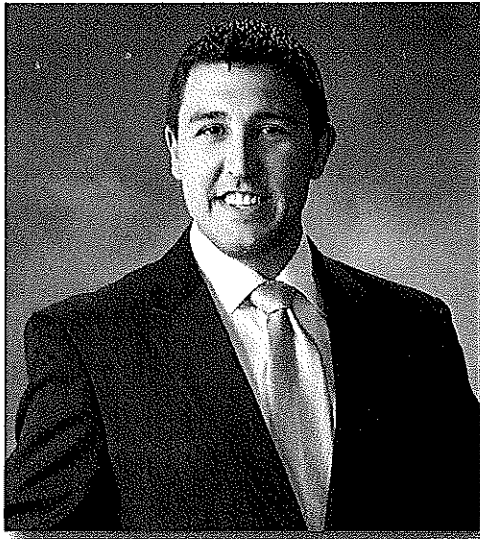
Body

WHEREAS, this board and commission appointment is as follows:

COMPREHENSIVE PLANNING ADVISORY COMMISSION

Joshua H. Brown is hereby appointed to serve with a term expiring 12-31-11.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT the above board and commission appointment is confirmed as recommended by Mayor Harold Perrin.



Joshua H. Brown, CCIM

Haag Brown Commercial | Principal

SCOPE OF SERVICE EXPERIENCE

- VP | Head of Brokerage Operations at NAI Halsey Commercial Real Estate Services, Worldwide
- Consistently recognized as top multi-million dollar producer, focusing the bulk of expertise toward income producing property, commercial development property, and farmland
- Trained to analyze markets and negotiate leases and renewals
- Exercises expert knowledge in all fields of commercial investment real estate including multifamily, office, retail, and industrial
- Helped shape the landscape of Jonesboro's commercial real estate market by closing over \$50,000,000 of real estate transactions since 2006.

"Each of you should look not only to your own interests, but also to the interests of others." Philippians 2:4

EDUCATION

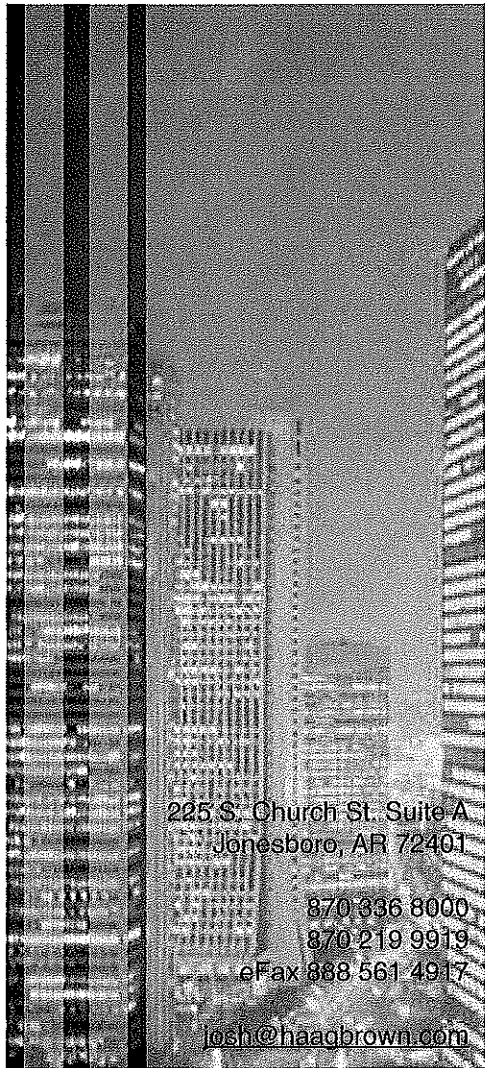
- Arkansas State University, B.A. in Political Science with a minor in Criminology
- Executive Broker License from Wayne Camp Real Estate in Mountain Home, AR
- Currently received Certified Commercial Investment Member, CCIM, designation

ACHIEVEMENTS

- 2010 Outstanding Young Executive - *NEA Business Today*
- 2009 Arkansas's Top Twenty Business Professionals in Their 20's - *Arkansas Business*
- 2010 Diamond Award of Excellence Jonesboro Board of Realtors (volume over \$7,000,000)
- 2009 Diamond Award of Excellence Jonesboro Board of Realtors (volume over \$7,000,000)
- 2008 Diamond Award of Excellence Jonesboro Board of Realtors (volume over \$7,000,000)

AFFILIATIONS AND DESIGNATIONS

- Certified Commercial Investment Member, CCIM
- International Council of Shopping Centers, ICSC
- Leadership Jonesboro Class of 2009
- Member of Jonesboro Unlimited
- Jonesboro Regional Chamber of Commerce
- MLS Guide Committee
- Jonesboro Board of Realtors
- Arkansas Association of Realtors & National Association of Realtors
- Downtown Jonesboro Association
- Workforce Development Committee
- Young Professionals Network of National Association of Realtors
- Maple Grove Baptist Church Sunday School Teacher
- Member of Central Baptist Church
- Amsterdam, New York Mission Team | August 2006, 2007, 2008, 2009
- Assam, India Mission Team | February 2009



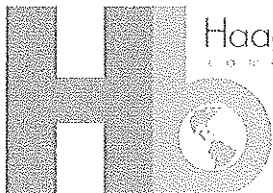
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Haag Brown
COMMERCIAL



Visit Me Online:



<http://www.facebook.com/jonesboroarkansas>



<http://www.linkedin.com/in/joshuahbrown>

CLIENTS REPRESENTED

- Allied Furniture
- Arkansas Petroleum
- Arkansas State University Charitable Foundation
- Autowash Partners
- BNSF Railroad
- Buffalo Wild Wings
- Diet Center
- Dollar General
- Exxon Convenience Store
- Fazoil's
- Gulley Plumbing
- Hugg & Hall
- Murphy Oil
- Nabholz Real Estate Holdings
- NEA Clinic
- Quality Suites Hotel
- Ritter Communications
- Sai's Thai Restaurant
- San Francisco Bread Company
- Seattle Grind
- Slayton Chiropractic
- Stonebridge Construction
- Super 8 Hotel
- Upper Crust Pizza
- Wilcoxson's Kids Furniture

SIGNIFICANT TRANSACTIONS

■ Restaurant/Retail Transactions

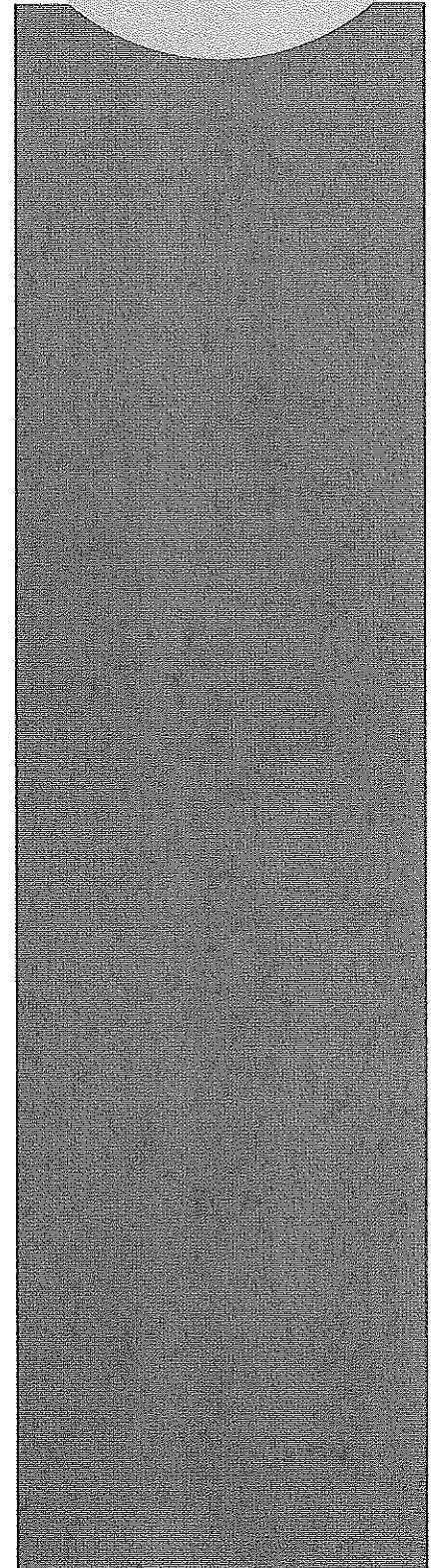
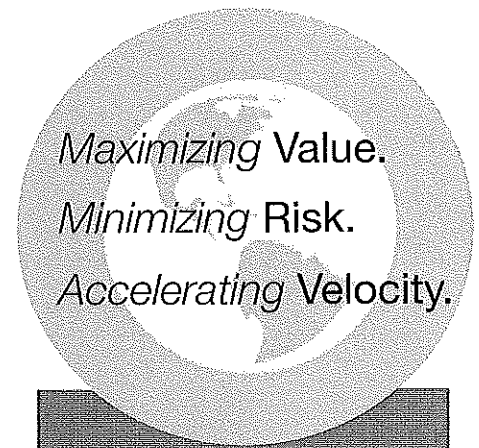
- Red Lobster - 2.35 Acre Restaurant Development on Stadium in Jonesboro, AR
- Longhorn Steakhouse - 1.46 Acre Restaurant Development on Stadium in Jonesboro, AR
- Sai's Thai - 2,000 SF Restaurant in Downtown Jonesboro, AR
- Exxon - 3,000 SF Income Producing Gas Station in Jonesboro, AR
- BP - 3,821 SF Income Producing Gas Station in Jonesboro, AR
- Seattle Grind Cafe - 1,750 SF, the Metro Centre in Jonesboro, AR
- Wilcoxson's Kids Place - 4,900 SF, the Stadium Crossings Shopping Center in Jonesboro, AR
- Diet Center - 1,350 SF, the San Francisco Bread Company Building in Jonesboro, AR
- Seattle Grind - Ground Lease of 16,000 SF StarTek out lot in Jonesboro, AR
- Fazoli's - 3,000 SF, Commercial Building in Jonesboro, AR
- Shooters Building - 10,350 SF Commercial Building in Jonesboro, AR
- Dollar General/Rent-A-Center - 2 Free Standing Commercial Buildings Totaling 11,464 SF in Jonesboro, AR
- Family Dollar - 6,500 SF Net Leased Investment in Jonesboro, AR
- Trane - 6,000 SF of lease space in Jonesboro, AR
- Buffalo Wild Wings - 2.09 Acre Restaurant Development Site in Conway, AR

■ Investment Sales/Farms

- ASU Farm - 600 Acre Cotton/Grain Farm located near Lepanto, AR
- Deacon Farm - 640 Acre Cotton/Grain Farm located near Lepanto, AR
- McLaughlin Farm - 418 Acre Farm located in Jonesboro, AR
- Weems Farm - 505 Acre Farm located near Lepanto, Arkansas
- Clayton Inn - 30,818 SF, 62 Room Hotel in Jonesboro, AR
- Arlington Apartments - 12 Unit Apartment Complex in Downtown Jonesboro, AR
- Caraway/Oak Apartments - 2 Apartment Complexes Containing 48 Units in Jonesboro, AR
- Historic St. Pierre's Building - 3 Story, 11,700 SF Building in Downtown Jonesboro, AR
- AT&T Building - 7,700 SF Commercial Building with 2 Tenant Spaces in Jonesboro, AR
- Hale Farm - 153 Acre Farm located in Payneway, AR
- Old Bliss Building - Beautiful 9,000 SF Commercial Building located in the Windover Area of Jonesboro, AR
- Old Jac's Building - 15,000 SF Office Building located Behind Wal-Mart in Jonesboro, AR
- Winning Edge Building - 7,500 SF Commercial Building located in the Windover Area of Jonesboro, AR

■ Development Properties

- 7+/- acres, Ritter Corporate Headquarters in Jonesboro, AR
- Hugg & Hall, site location, warehouse in Jonesboro, AR





Legislation Details (With Text)

File #: RES-11:053 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended to Council
File created: 4/21/2011 **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 2011 ASPHALT COLD MILLING AND OVERLAYS SELECTED CITY STREETS - JOB NO. 2011:18
Sponsors: Engineering
Indexes:
Code sections:
Attachments: [Specifications.pdf](#)
[Bid Tab.pdf](#)
[Checklist.pdf](#)

Date	Ver.	Action By	Action	Result
5/3/2011	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 2011 ASPHALT COLD MILLING AND OVERLAYS SELECTED CITY STREETS - JOB NO. 2011:18

Body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the 2011 Asphalt Cold Milling and Overlays Selected City Streets - Job No. 2011:18;

WHEREAS, the low bidder and the firm selected for the 2011 Asphalt Cold Milling and Overlays Selected City Streets - Job No. 2011:18 is Atlas Asphalt, Inc.;

WHEREAS, Atlas Asphalt, Inc. has bid \$453,762.12 for the 2011 Asphalt Cold Milling and Overlays Selected City Streets - Job. No. 2011:18;

WHEREAS, the funding for the execution of the contract shall come from budget amount in the 2011 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 \$453,762.12 for the 2011 Asphalt Cold Milling and Overlay Selected City Streets - Job. No. 2011:18;

Section 2. The funding for the execution of the contract shall come from budget amount in the 2011 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

2011 Asphalt

Cold Milling and Overlays

Selected City Streets

(Bid #2011:18)

Jonesboro, Arkansas

City of Jonesboro ■ Engineering Department

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

ADDENDUM NO. 1 – 2011:18
CITY OF JONESBORO
2011 ASPHALT COLD MILLING AND OVERLAYS SELECTED CITY STREETS
APRIL 18, 2011

TO: Proposal Holders – 2011:18
SUBJECT: Specification Clarification

Item 1: Bid Bond

No Bid Bond is required on this project and replace the Proposal with the attached.

LIST ADDENDUM NO. 1 ON THE ACKNOWLEDGEMENT FORM IN THE FRONT OF YOUR PROPOSAL. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND DATING THE FORM. ATTACH THIS ADDENDUM LETTER INSIDE THE FRONT COVER OF YOUR PROPOSAL. ACKNOWLEDGEMENT MUST BE MADE AND THE FORM RETURNED WITH THE PROPOSAL.

Sincerely,

A handwritten signature in black ink that reads "Brent Watkins". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Brent Watkins
Assistant City Engineer

Attachments

III. PROPOSAL

Place _____

Date _____

Proposal of _____

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

or

Proposal of _____

a partnership consisting of _____.

or

Proposal of _____

an individual doing business as _____.

TO: City of Jonesboro

This bid results from your advertisement for bids for the 2011 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.

(Witness)

(Name of Bidder)

By _____

(Address)

(Print Name and Title)

(Office Address of Bidder)

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

TABLE OF CONTENTS

I. ADVERTISEMENT FOR BIDS

II. INSTRUCTIONS TO BIDDERS

III. PROPOSAL

IV. UNIT PRICE SCHEDULE

V. STATEMENT OF BIDDER'S QUALIFICATIONS

VII. 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 April 20, 2011 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 2011:18.

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.

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 2011 Asphalt Cold Milling and Overlays, Bid Number 2011:18 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.

9. 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.

14. 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 April 19, 2011

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 the 2011 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):

1 - 2011:18 Dated April 18, 2011
_____ 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.

Charlotte 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)

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.	41,760	\$ <u>0.70</u>	\$ <u>29,232.00</u>
2	Cold Milling 2" - 4" Depth (Price with Bidder hauling and retaining the material)	412	S.Y.	10,000	\$ <u>0.70</u>	\$ <u>7,000.00</u>
3	A.C.H.M. Surface Course 115 Gyration	407	Ton	5,556	\$ <u>58.21</u>	\$ <u>323,414.76</u>
4	A.C.H.M. Surface Course 150 Gyration	407	Ton	1,492	\$ <u>63.08</u>	\$ <u>94,115.36</u>
TOTAL BASE BID					\$ <u>453,762.12</u>	

WRITTEN IN WORDS:

Four hundred fifty three thousand seven hundred sixty two dollars
and twelve cents

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

V. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder. 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? 0004290411 April 2011
3. Permanent main office address. 1333 Airport Road Jonesboro, AR 72401
4. When organized. 1976
5. If a corporation, where incorporated. 1976
6. How many years have been engaged in the contracting business under your present firm or trade name? 35
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. Mfg. & Paving 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. Pavers, Rollers, Milling Machine
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. Officers: 35+ years experience (each)
Key Personnel: 20+ years experience (each)

16. Credit available: \$ N/A
17. Give Bank reference: Heritage Bank - Jonesboro
First Community Bank - Batesville
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? NO
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, AR this 19th
day of April, 20 11

Atlas Asphalt, Inc.

(Name of Bidder)

By Jim Fulkerson

Title Jim Fulkerson, President

STATE OF Arkansas)
COUNTY OF Craighead) SS.

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 19 day of April, 2011.

Charlette Daffron
(Notary Public)

My Commission Expires:

July 1, 2011



LIST YOUR MAJOR CONSTRUCTION PROJECTS (MINIMUM 5) COMPLETED IN THE LAST FIVE YEARS:

PROJECT NAME	100304	100306	100295	THE MALL AT TURTLE CREEK	
LOCATION	HWY 18 JONESBORO	HWY 18 LAKE CITY	HWY 63 SEOGENICK	JONESBORO	
CONTRACT AMOUNT				\$3.7 MILLION	
OWNER NAME	ARK HIGHWAY DEPT	AHTD	AHTD	BELZ BURROW	
ARCHITECT NAME					
GC NAME				HOAR CONSTRUCTION	
BID NEGOTIATED	BID	BID	BID	BID	
BONDED/ UNBONDED	BONDED	BONDED	BONDED	BONDED	

LIST ALL YOUR MAJOR CONSTRUCTION PROJECTS CURRENTLY IN PROGRESS:

PROJECT NAME	100308	100608	100642	100646	001992
LOCATION	HWY 18 MONETTE	POCAHONTAS	CASH HWY 22L	PORTIA HWY 63	MARKED TAFE HWY 63
CONTRACT AMOUNT	\$19 MILLION	\$1.8 MILLION	\$4.2 MILLION	\$3.9 MILLION	\$1.2 MILLION
% COMPLETE	0	80%	40%	40%	60%
OWNER NAME	AHTD	AHTD	AHTD	AHTD	AHTD
ARCHITECT NAME					
GC NAME					
COMPLETION DATE	9-13-2012	8-15-2011	8-15-2012	9-15-2012	9-15-2012
BID NEGOTIATE	BID	BID	BID	BID	BID
BONDED/ UNBONDED	BONDED	BONDED	BONDED	BONDED	BONDED

VI. 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 2011 Asphalt Cold Milling and Overlays, in strict accordance with the Contract Documents, including all Addenda thereto

Addendum 1 dated April 18, 2011

_____ 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) | f. General Conditions |
| b. Addenda | g. Supplemental General Conditions |
| c. Advertisement for Bids | h. Technical Specifications including
Special Provisions |
| d. Instructions to Bidders | i. Performance-Payment Bond |
| e. Proposal | |

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

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

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

ATTEST:

(Contractor)

By _____

Title _____

(Street)

(City)

City of Jonesboro
(Owner)

By _____

VII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No

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

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

Executed on this _____ day of _____, 20_____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

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

VIII. GENERAL CONDITIONS

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	OWNER'S RIGHT TO TERMINATE CONTRACT
GC.14	SUSPENSION OF WORK
GC.15	DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES
GC.16	DISPUTES
GC.17	ASSIGNMENT OR NOVATION
GC.18	REQUESTS FOR SUPPLEMENTARY INFORMATION
GC.19	SAMPLES, CERTIFICATES, AND TESTS
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) - \$1,000,000/occurrence

and Property Damage

- \$2,000,000/aggregate

(4) Builder's Risk

- Insurable Portion

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

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

The City of Jonesboro shall be included on the policy as additional insured.

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.10.1 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.

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.

IX. 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 72401.

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

2011 Asphalt Cold Milling and Overlays Selected City Streets

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

2011 Asphalt Cold Milling and Overlays Selected City Streets

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

X. TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE

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.

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

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

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

Subsection 410.10 of the Standard Specifications is hereby deleted.

SP-2 – STRIPING

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



Budgeted Amount \$500,000.00

Opened by S A Kent
 Tabulated by T Cooper

Bid #: 2011-18
 Date: 04/20/11

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	41760	Cold Milling - City Hauling	\$	0.85	\$35,496.00			\$0.70	\$29,232.00	\$0.00				
2	10000	Cold Milling - Bidder Hauling	\$	0.85	\$8,500.00			\$0.70	\$7,000.00	\$0.00				
3	5556	ACHM Surface Course 115	\$	58.91	\$327,303.96			\$58.21	\$323,414.76	\$0.00				
4	1492	HCHM Surface Course 150	\$	63.35	\$94,518.20			\$63.08	\$94,115.36	\$0.00				
TOTAL					\$465,818.16				\$453,762.12	\$0.00				

City of Jonesboro - Engineering Department

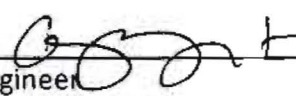
Award Contract

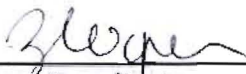
Project Name 2011 Asphalt Cold Milling and Overlays
 Contractor Atlas Asphalt, Inc.
 Bid Amount \$ 453,762.12 Project # 2011:16

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

NOTES:

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


 City Engineer _____ Date 4/21/11


 Contract Coordinator _____ Date 4-21-11



Legislation Details (With Text)

File #: RES-11:056 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended to Council
File created: 4/26/2011 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 2650-B LACY DRIVE AND 418 FOREST PARK DRIVE FOR THE CITY OF JONESBORO.
Sponsors: Building Maintenance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/3/2011	1	Public Works Council Committee		

title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 2650-B LACY DRIVE AND 418 FOREST PARK DRIVE FOR THE CITY OF JONESBORO.

body

WHEREAS, the City of Jonesboro is requesting the City Water and Light Plant of Jonesboro provide free utilities to City owned improvements at the following locations:

2650- B Lacy Drive (incinerator scales)
418 Forest Park Drive (Sign)

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

Section 1: That City Water and Light Plant of Jonesboro be requested by this resolution to provide free utilities to the locations listed above.

Section 2: To permit such service to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provide is now and shall remain a use of purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



Legislation Details (With Text)

File #: RES-11:057 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended to Council
File created: 4/27/2011 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MAGIC TOUCH - 8 PLEX (HPC), A COMMERCIAL SITE PLAN
Sponsors: Engineering
Indexes:
Code sections:
Attachments: [Maintenance Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
5/3/2011	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR MAGIC TOUCH - 8 PLEX (HPC), A COMMERCIAL SITE PLAN

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Robert Rees, Dynamo Corporation has submitted a Maintenance Agreement for Stormwater Management Facilities for Magic Touch - 8 Plex (HPC) development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1. That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Robert Rees, Dynamo Corporation and authorizes the filing of a record plat for Magic Touch - 8 Plex (HPC) development.

Section 2. 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.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: MAGIC TOUCH – 8 PLEX (HPC)
Project Address: 5005 HIGHLAND PARK CIRCLE
Owner(s): ROBERT REES, DYNAMO CORPORATION
Owner Address: PO BOX 2516, JONESBORO, AR 72402
City: JONESBORO State: AR Zip Code: 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 13 day of APRIL 2011 by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and ROBERT REES, DYNAMO CORPORATION hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for LOTS 22 AND 23, BLOCK "B" OF HIGHLAND SUBDIVISION, 1ST ADDITION AND A PART OF THE SE1/4, SW1/4; SECTION 23, T14N, R4E as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner/Agent:	<u>Robert Rees</u> Printed Name	<u>Robert Rees</u> Signature	<u>8-27-11</u> Date
Owner/Agent:	_____ Printed Name	_____ Signature	_____ Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

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

WITNESS my hand and seal this 27 day of April, 2011.

Laurie Denise Carter
Notary Public (Printed Name)

Laurie Denise Carter
Notary Public (Signature)



My Commission Expires: 11-13-17

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #: ORD-11:042 **Version:** 1 **Name:**

Type: Ordinance **Status:** First Reading

File created: 5/12/2011 **In control:** City Council

On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-4 LUO LOCATED AT 3406 SOUTH CULBERHOUSE STREET AS REQUESTED BY THE FOOD BANK OF NEA

Sponsors:

Indexes:

Code sections:

Attachments: [Plat](#)
[RZ 11-11 FoodBank RezoningStaffReport](#)

Date	Ver.	Action By	Action	Result
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title
AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES
body
BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

SECTION I: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

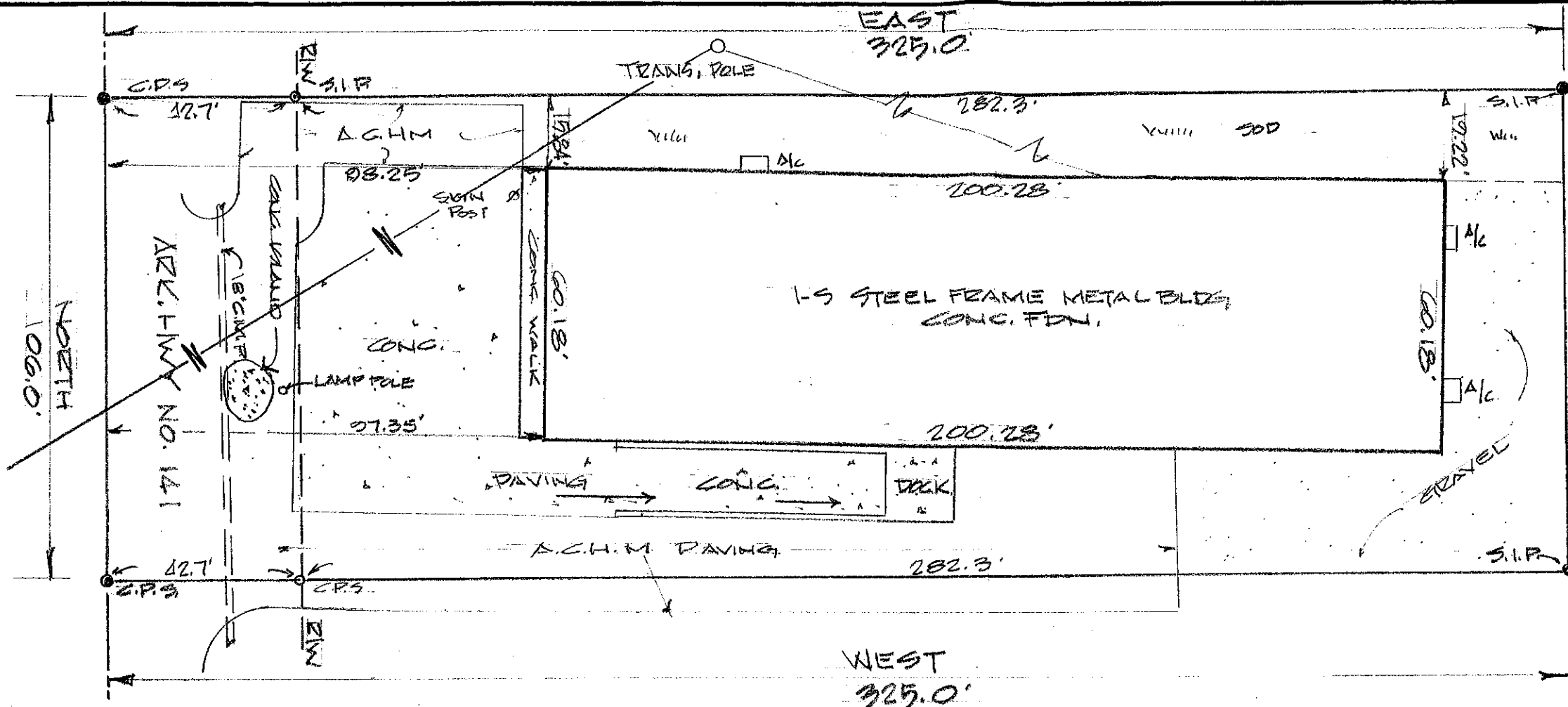
From R-1 Single Family to C-4 Neighborhood Commercial LUO, THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A part of the Southwest Quarter of the Northwest Quarter of Section 31, Township 14 North, Range 4 East being more particularly described as follows: Begin at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 31, Township 14 North, Range 4 East; thence North on the Range Line 664.0 feet to the point of beginning proper; thence North 106.0 feet; thence East 325.0 feet; thence South 106.0 feet; thence West 325.0 feet to the point of beginning proper, and being subject to Arkansas Highway Right of Way off and across the West side thereof.

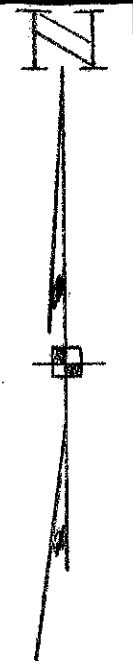
SECTION II: The requested rezoning Classification is shown as C-4, L.U.O., Neighborhood Commercial, shall exclude service station, convenience store, carwash, restaurant fast and general, animal care general and vehicular repair limited and general, and that any future use shall be equal or less intense than the current use of the property; with the following conditions:

1. That future C-4 Neighborhood Commercial uses of the site shall satisfy all requirements of the City Engineer, Building and Fire Inspections, and the Planning and Zoning Department.
2. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment to address vehicular access management and proper consistency with neighborhood scale.
3. Fencing /screening shall remain along the entire the perimeter of the proposed site and maintained.
4. A lighting photometrics shall remain at current or lower levels to assure no lighting spillage onto abutting properties.
5. Any additional signage details shall also be submitted as part of the building permit application.



CERTIFICATE OF SURVEY: This is to certify that Haywood, Kenward and Associates, Inc., Civil Engineers and Surveyors, Surveyed in Accordance with "Arkansas Minimum Standards For Property Boundary Surveys and Plats", a part of the SW 1/4 NW 1/4 of section 31, Township 14 North, Range 4 East; being more particularly described as follows: Begin at the Southwest Corner of The SW 1/4 NW 1/4 of Section 31, Township 14 North, Range 4 East; thence North on the Range line-664.0' to the point of beginning proper; thence North 106.0' to the point of beginning proper; thence South 106.0' West 325.0' to the point of beginning proper, containing 0.79 acres, and being subject to Arkansas Highway R/W off and across the West side thereof.....

The above described property and the visible improvements and encroachments are as shown on the plat of survey hereon.....



" TO ALL PARTIES INTERESTED IN PREMISES SURVEYED":
 RE-CERTIFICATION OF SURVEY: THIS IS TO CERTIFY THAT ON FEBRUARY 7th, 1986, HAYWOOD, KENWARD ASSOCIATES, INC., CIVIL ENGINEERS AND SURVEYORS, MADE AN ACCURATE SURVEY ON THE GROUND OF THE PROPERTY DESCRIBED HEREON, AND ON APRIL 30th, 1991, INSPECTED THE PROPERTY DESCRIBED HEREON, AND FOUND THE VISIBLE IMPROVEMENTS AND ENCROACHMENTS TO BE AS SHOWN ON THE PLAT OF SURVEY HEREON.

SIGNED THIS 30th DAY OF APRIL, 1991 BY:

Clay Kenward
 CLAY KENWARD, P.E., P.L.S.

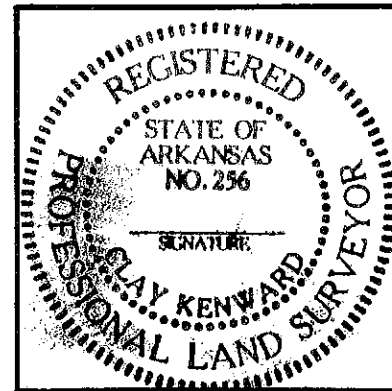
NOTE: This parcel is NOT in the Flood Hazard zone..



NORTH
 106.0'

RANGE LINE

SW COR. SW 1/4 NW 1/4
 SEC. 31-T14N-R4E



CLAY KENWARD
 REGISTERED
 LAND SURVEYOR
 STATE OF
 ARKANSAS
 NO. 256
Clay Kenward
 SIGNATURE

CLIENT:

APPROVED:
 DATE:

PLAT OF SURVEY
 FOR
 "HAYS COMPANY"
 PART S.W. N.W. SEC. 31-14-4
 Jonesboro, Craighead Co.,
 Arkansas

HAYWOOD, KENWARD & ASSOCIATES, INC.
 CIVIL ENGINEERS — SURVEYORS
 JONESBORO, ARKANSAS 72401

REVISIONS		
DATE	BY	DESCRIPTION
4/30/91	JK	RE-CERTIFICATION MOVE ISLAND # 24. ELEC.
DRAWN: CK		SHEET
DATE: 2/7/86		OF
CHECKED	DATE	SCALE: 1"=30'
JOB NO.	DWG. NO.	6-10



City of Jonesboro City Council
Staff Report – RZ 11-11: Food Bank of NEA
 Huntington Building - 900 W. Monroe
For Consideration by the Council on May 17, 2011

REQUEST: To consider a rezoning of a parcel of property containing approximately 0.79 acres more or less from R-1 Single Family to C-4 and make recommendation to City Council.

PURPOSE: A request to consider an approval by the Metropolitan Area Planning Commission and recommendation to City Council for final action as C-4 L.U.O., Neighborhood Commercial District.

APPLICANT/ OWNER: Food Bank of NEA, Christie Jordan/Executive Director
 3406 S. Culberhouse St. Jonesboro AR 72404

LOCATION: 3406 S. Culberhouse St.

SITE DESCRIPTION: Tract Size: Approx. 0.79 +/- acres, Sq. ft. +/-
 Frontage: Approx. 106 ft. along S. Culberhouse St.
 Topography: Flat
 Existing Devlpmt: Existing Food Distribution Warehouse

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	C-4 LUO	Commercial
South:	R-1	Residential
East:	R-1	Residential
West:	R-1	Residential

HISTORY: Existing Non-conforming use.

ZONING ANALYSIS: City Planning Staff has reviewed the proposed Zone Change and offers the following findings.

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:

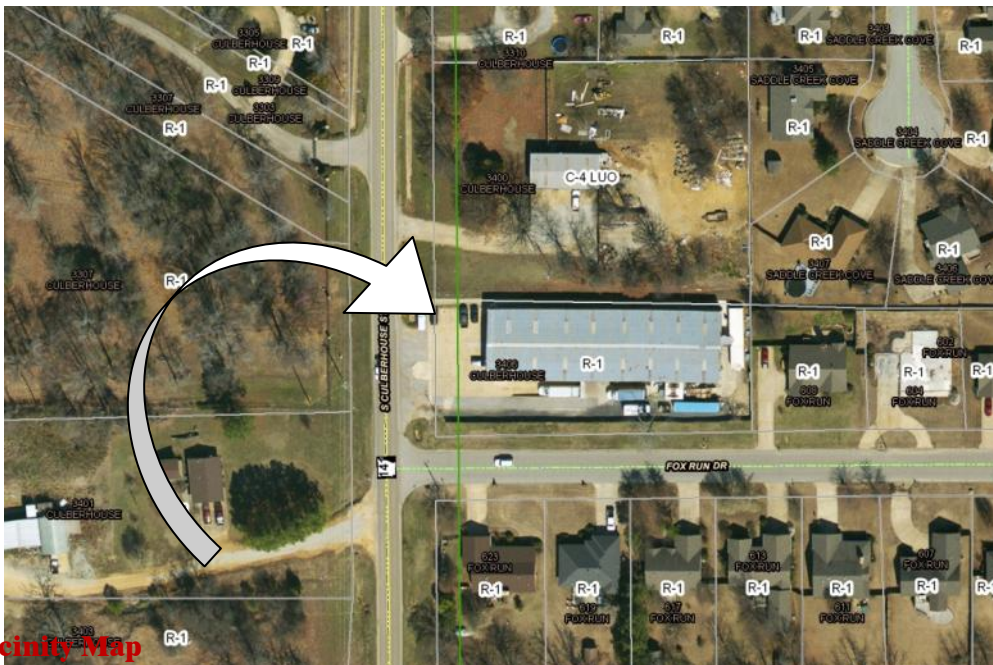
- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it 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.

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Future Land Use Map adopted on January 5, 2010 shows this area to be within the Southwest Sector and to be recommended as a Single Family-Low Density.

Master Street Plan/Transportation:

S. Culberhouse Street is a (Proposed Minor Arterial- 120 ft. min.). It is currently two lanes in width, but has been capable of accommodating this limited amount of traffic generated by this development. The City has S. Culberhouse Street on the list for improvement to a wider street, capable of accommodating more traffic than at present, though a firm date for the improvements has yet to be decided and announced.



Zoning/Vicinity Map

MAPC Record of Proceedings: Meeting 5/10/10

Applicant:

Christie Jordan, Executive Director of Food Bank of NEA presented the case. We are requesting that the property be rezoned to match the current use of the facility.

Staff:

Mr. Spriggs noted that regarding the history of the property, this is a non-conforming use. The applicant attempted to match that use with our available Zoning classifications and C-4 LUO appears to be the most appropriate. Staff has listed the proposed right of ways from the Master Street Plan- Culberhouse, as well as Fox Run. Those right of ways would have to be coordinated if the property is ever redeveloped.

We have listed 5 conditions that would address the issues and assure that the residential character of the neighborhood is maintained in terms of what is abutting the property. The following staff recommended conditions were read:

1. That future C-4 Neighborhood Commercial uses of the site shall satisfy all requirements of the City Engineer, Building and Fire Inspections, and the Planning and Zoning Department.
2. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment to address vehicular access management and proper consistency with neighborhood scale.
3. Fencing /screening shall remain along the entire the perimeter of the proposed site and maintained.
4. A lighting photometrics shall remain at current or lower levels to assure no lighting spillage onto abutting properties.
5. Any additional signage details shall also be submitted as part of the building permit application.

Mr. Tomlinson:

The owner lists several uses that they want permitted in this area in the case for rezoning. The uses listed are uses to be permitted in the C-4 District. I don't think we should rezone the property with the indication that we could continue the property as a warehousing function. With the next business, we would have no guarantee that they would be as nice of a neighbor that you have been through all the years.

There is a substantial difference between a charitable operation and a commercial operation where they are going after the dollar. I believe it should be rezoned to C-4, but I think there should be a clear rezoning to C-4 with no implied permitted uses that are not allowed by ordinance.

Mr. Tomlinson concluded- I would think there are some permitted uses within the C-4 that I would like to exclude in that zone such as: service station, convenience store, carwash, restaurant fast and general, animal care general and vehicular repair limited and general.

Ms. Jordan: In speaking with some of our neighbors, they would agree with you and so would we. That is not our intent.

Mr. Tomlinson: Culberhouse is the main street to one of the largest city parks in the state of Arkansas. It is the main street to a lot of good/fine subdivisions. I think we should protect the tranquility of that area as a C-4 LUO, Neighborhood Commercial. I will add that under your C-4 there are 35 permitted uses in the table. I am only excluding about 6 or 7. There are 22 permitted uses, and 12 or 13 that can be permitted under a conditional use. I am not oppose to the rezoning, there should be a clean-cut proposal as C-4 and what goes there in the future needs to comply with C-4 to protect the integrity of the existing neighborhood. And, thank you for being a good neighbor.

Mr. Johnny White: Based on the staff stipulations, when someone puts another use to this property and it is sold, is it not true that that use will come back here before the MAPC?

Mr. Spriggs: That is correct, and I can understand the concerns of Mr. Tomlinson. With the uses that were provided by the applicant, I think the only use that was questionable was warehousing and distribution. Speaking for the applicant, they attempted to classify the uses to something that would be parallel to the current use. You may need to rephrase that to be some form of passive storage similar to what is taking place now on the property. Mr. Tomlinson concurred.

Mr. Tomlinson commented also on equipment repair, and construction office and storage. The storage must be incidental to the general office use. This will be ok.

Ms. Jordan: We are currently a warehouse and distribution center facility.

Mr. Halsey: But you are a not-for-profit.

Mr. Kelton: But it is also a nonconforming use. What is the square-footage? Ms. Jordan: It is approximately 12,000 s.f.

Mr. Kelton stated that it would not be in compliance with the C-4 District. Mr. Halsey stated that it would comply with the new commercial standards.

Mr. Tomlinson: The master street plan right of ways are unclear on the plat. Mr. Spriggs noted that with any new redevelopment those right of ways would have to be coordinated. Parking may be a challenge.

Mr. Spriggs reminded that the future uses would be evaluated by MAPC in the future. High volume parking uses would be discouraged.

Mr. White: When this comes back, can we exclude uses when it comes for site plan. Can we do that?

Mr. Spriggs replied yes, but please be specific in your motion. He gave a sample motion:

MAPC recommends approval to the City Council for a change from R-1 to C-4 L.U.O., Neighborhood Commercial, excluding: service station, convenience store, carwash, restaurant fast and general, animal care general and vehicular repair limited and general, and that any future

use shall be equal or less intense than the current use of the property; with the following conditions:

1. That future C-4 Neighborhood Commercial uses of the site shall satisfy all requirements of the City Engineer, Building and Fire Inspections, and the Planning and Zoning Department.
2. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment to address vehicular access management and proper consistency with neighborhood scale.
3. Fencing /screening shall remain along the entire the perimeter of the proposed site and maintained.
4. A lighting photometrics shall remain at current or lower levels to assure no lighting spillage onto abutting properties.
5. Any additional signage details shall also be submitted as part of the building permit application.

Mr. White made a motion to approve as noted above; seconded by Mr. Tomlinson.

Roll Call: Mr. Kelton- Aye; Mr. Scurlock- Aye; Ms. Norris- Aye; Mr. Tomlinson-Aye; Mr. White- Aye. Approved 5 to 0.

Findings:

The proposed rezoning will result in existing R-1 Residential zoned property to be zoned to C-4 Neighborhood Commercial District.

Staff recommends a limited use overlay consideration for the subject site, so that some restraints can be placed to protect single family properties remaining. This building has existed for over 18 years as a nonconforming use, and staff has not received any complaints since the Food Bank has been in operation (originally 1993). Additionally there is a commercial enterprise just north of the subject site conducting pool sales and construction.

Furthermore, an orderly growth is necessary for this area which currently lacks necessary road improvements. Overflow parking needs to be address for employees and volunteers as the pictures of the site demonstrate a need for additional spaces.

MAPC is urged to revise the request to a limited use overlay for neighborhood commercial with stipulations at the concurrence of the applicant. Any future uses should be considered and approved by the MAPC, so that low volume required parking uses can be encouraged, due to the lack of available parking areas. High volume retail and restaurant uses should be discouraged. Time of operation should be considered due to proximity to neighboring homes. Truck delivery needs should be evaluated at that time as well, due to current/problematic traffic flow interference.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by Food Bank of NEA should be evaluated based on the above observations and criteria for Case RZ 11-11, a request to rezone property from R-1 & to C-4 L.U.O. It is important to Staff that all the issues cited above are addressed by the applicant and that further details be provided during the site plan approval process in the future to the MAPC.

MAPC recommends approval to the City Council for a change from R-1 to C-4 L.U.O., Neighborhood Commercial, shall exclude service station, convenience store, carwash, restaurant

fast and general, animal care general and vehicular repair limited and general, and that any future use shall be equal or less intense than the current use of the property; with the following conditions:

1. That future C-4 Neighborhood Commercial uses of the site shall satisfy all requirements of the City Engineer, Building and Fire Inspections, and the Planning and Zoning Department.
2. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment to address vehicular access management and proper consistency with neighborhood scale.
3. Fencing /screening shall remain along the entire the perimeter of the proposed site and maintained.
4. A lighting photometrics shall remain at current or lower levels to assure no lighting spillage onto abutting properties.
5. Any additional signage details shall also be submitted as part of the building permit application.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

SITE PHOTOGRAPHS



View looking East along S. Culberhouse.



View looking South along S.Culberhouse.



View looking East at the intersection of S.Culberhouse and Fox Run.



View looking Northeast along S.Culberhouse (from abutting property frontage).



View looking West along Fox Run (subject property frontage).



View looking North of rear abutting property (Fox Run).



View Looking South at subject property (frontage).



View Looking North at subject property (frontage).



View looking Northeast along S. Culberhouse.



Legislation Details (With Text)

File #: RES-11:048 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended Under New Business
File created: 4/6/2011 **In control:** Public Safety Council Committee
On agenda: 5/12/2011 **Final action:**
Title: A RESOLUTION TO condemn property at: 109 E Woodrow
Sponsors: Code Enforcement
Indexes:
Code sections:
Attachments: [CONDEMNATION CHECKLIST.docx](#)

[Inspections001.jpg](#)

[100_3335.JPG](#)

[100_3342.JPG](#)

[100_3331.JPG](#)

[100_3319.JPG](#)

Date	Ver.	Action By	Action	Result
4/19/2011	1	Public Safety Council Committee		

Title

A RESOLUTION TO condemn property at: 109 E Woodrow

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: 109 E Woodrow



DEPARTMENT OF PLANNING, INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION: 2-11-2011

PROPERTY ADDRESS: 109 E. woodrow

PROPERTY OWNER: XAVIER SAcobo & MARIA L. LEAL

OCCUPIED: YES NO

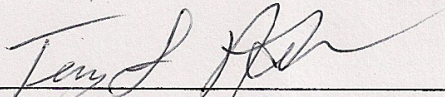
BUILDING ELEMENT	CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation	1	②	3	4	5	Piers weak FALLING
Front Porch	1	2	3	4	⑤	concrete
Exterior Doors and Windows	1	②	3	4	5	Boarded up
Roof Underlay	①	2	3	4	5	OLD ROTTEN & WEAK
Roof Surface	1	2	③	4	5	needs work
Chimney	1	2	3	4	5	N/A
Siding	1	②	3	4	5	OLD ASPHALT
Facia and Trim	1	②	3	4	5	ROTTEN FALLING OUT
Interior Doors	1	②	3	4	5	non-existing
Interior Walls	1	2	③	4	5	WEAK WALLS
Ceilings	1	2	③	4	5	FAIR
Flooring Underlay	1	②	3	4	5	rotten

Flooring Underlay	1	②	3	4	5	Rotten
Flooring Surfaces	1	2	③	4	5	deteriorated
Electrical	1	2	3	4	5	needs to be brought to code
Heating	1	2	3	4	5	
Plumbing	1	2	3	4	5	

2 Houses joined together
 due to safety & health
 issue along with

- In my opinion, this structure is is not Suitable for human habitation.
- In my opinion this structure is is not Physically feasible for rehabilitation. Fire hazards structure
- In my opinion, this structure is is not Economically feasible for rehabilitation. should be condemned
- In my opinion, this structure is is not A public safety hazard and should be condemned immediately.

EMERGENCY ACTION IS WARRANTED: YES NO


 Terry Adams, Certified Building Inspector

Craig Davenport, Fire Marshal

Other Signature



476-7268

FRIGIDAIRE

02/04/2011



CAUTION
Peligro

⚡ DANGER / PELIGRO

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02/04/2011



02/04/2011



02/03/2011



Legislation Details (With Text)

File #: RES-11:049 **Version:** 1 **Name:**
Type: Resolution **Status:** Recommended Under New Business
File created: 4/6/2011 **In control:** Public Safety Council Committee
On agenda: 5/12/2011 **Final action:**
Title: A RESOLUTION TO condemn property at: 611 W Monroe
Sponsors: Code Enforcement
Indexes:
Code sections:
Attachments: [CONDEMNATION CHECKLIST.docx](#)
[Inspection Report001.jpg](#)
[100_2883.JPG](#)
[100_3562.JPG](#)
[100_3433.JPG](#)
[100_3435.JPG](#)
[100_3431.JPG](#)

Date	Ver.	Action By	Action	Result
4/19/2011	1	Public Safety Council Committee		

Title

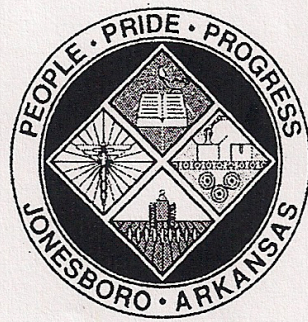
A RESOLUTION TO condemn property at: 611 W Monroe

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: 611 W Monroe.



DEPARTMENT OF PLANNING, INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL / COMMERCIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION: 5-13-10

PROPERTY ADDRESS: 611 Monroe

PROPERTY OWNER: US BANK

OCCUPIED: YES NO

BUILDING ELEMENT	CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation	1	(2)	3	4	5	<u>Bricks & Brick HAVE mortar falling out</u>
Front Porch	1	2	3	(4)	5	<u>concrete shows signs of deterioration</u>
Exterior Doors and Windows	1	2	(3)	4	5	<u>wood & Aluminum</u>
Roof Underlay	(1)	2	3	4	5	<u>Rotting, deteriorated, & leaking</u>
Roof Surface	(1)	2	3	4	5	<u>deteriorated & rotten</u>
Chimney	(1)	2	3	4	5	<u>mortar falling out</u>
Siding	1	(2)	3	4	5	<u>Brick walls lots of cracking</u>
Facia and Trim	1	(2)	3	4	5	<u>Rotter needs replaced</u>
Interior Doors	1	2	(3)	4	5	<u>wood needs work</u>
Interior Walls	1	(2)	3	4	5	<u>Sheetrock needs refinishing</u>
Ceilings	1	(2)	3	4	5	<u>needs work & finishing</u>
Flooring Underlay	1	2	(3)	4	5	<u>Fair condition needs little work</u>

	1	2	3	4	5	
Flooring Underlay			(3)			fair condition needs little work
Flooring Surfaces	1	2	3	4	5	NO HARDWOOD FLOOR
Electrical	1	2	3	4	5	needs to be brought to code
Heating	1	2	3	4	5	
Plumbing	1	2	3	4	5	

- 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.

Home needs work
cost maybe not
Feasible

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



611

09/17/2010



04/06/2011



03/14/2011



03/14/2011



03/14/2011



Legislation Details (With Text)

File #: ORD-11:038 **Version:** 1 **Name:**
Type: Ordinance **Status:** Second Reading
File created: 4/26/2011 **In control:** City Council
On agenda: **Final action:**
Title: AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO I-1 LUO LOCATED AT 300 NORTH KATHLEEN AS REQUESTED BY DEREK BALTZ
Sponsors:
Indexes:
Code sections:
Attachments: [Plat](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
5/3/2011	1	City Council		

title
AN ORDINANCE TO AMEND CHAPTER 117, 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: Chapter 117, known as the Zoning Ordinance, of the City of Jonesboro, Arkansas, be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From Residential, R-1, to I-1 LUO, Mini-storage/warehouse, the following described property:

LEGAL DESCRIPTION:

All that part of the Northeast Quarter of the Northeast Quarter of Section 14, Township 14 North, Range 4 East, lying east of the right-of-way of the Missouri Pacific Railroad, containing 4.58 acres more or less. Subject to an easement for Kathleen Street and any other easements that may affect said lands.

SECTION 2. The rezoning of this property shall adhere to the following stipulations:

1. The owner agrees to dedicate the right-of-way of forty feet from the centerline of Kathleen.
2. The owner agrees to construct a six foot fence bordering any residential property.
3. The owner agrees to a limited use of property for storage/warehouse only.
4. A future site development plan be submitted and reviewed by the MAPC prior to any development.

PLAT OF SURVEY

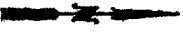
DESCRIPTION:

All that part of the Northwest Quarter of the Northwest Quarter of Section 14, Township 14 North, Range 4 East, lying East of the Right-of-Way of the Missouri Pacific Railroad, containing 4.88 acres, more or less, Subject to an easement for Nathan's Street and any other easements that may affect said lands.

LEGEND

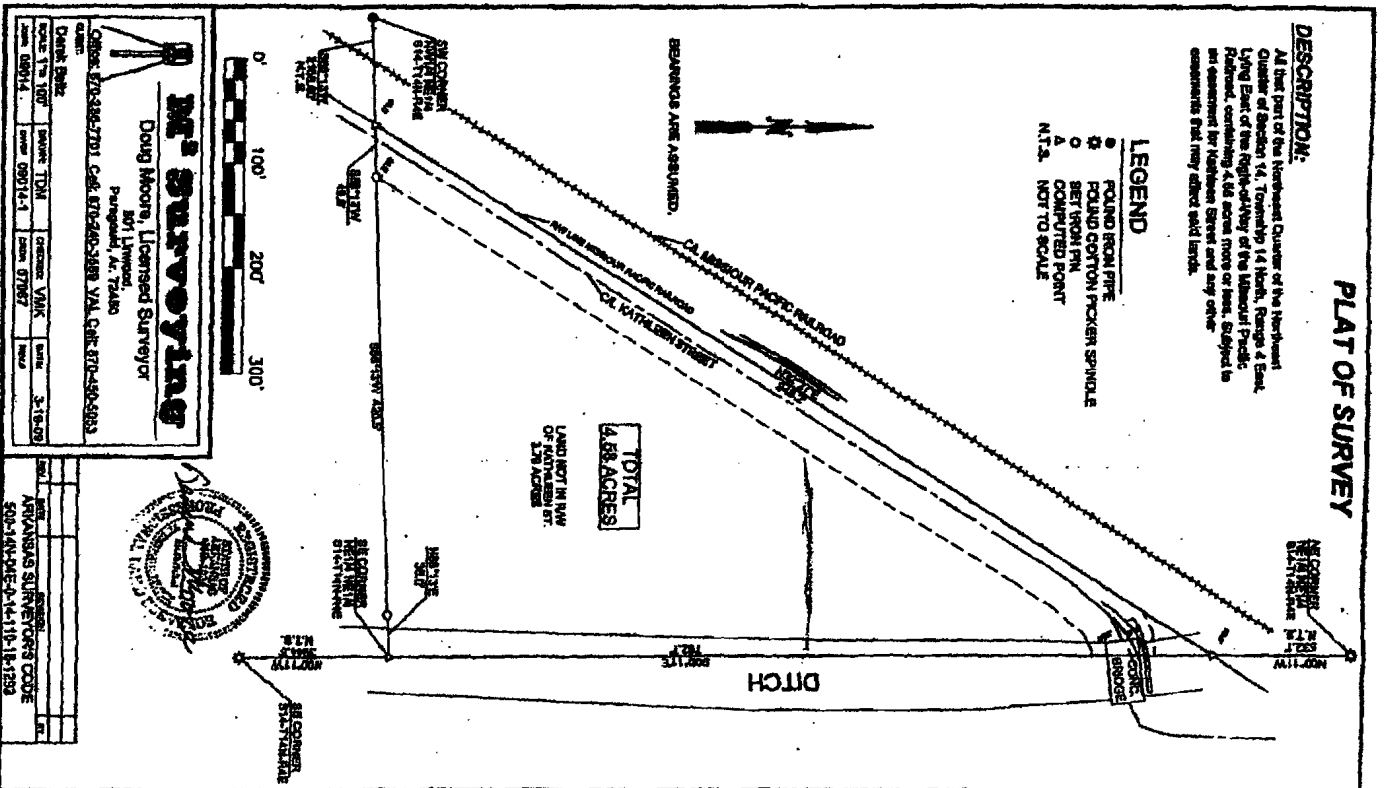
- POUND IRON PIPE
- ⊙ POUND COTTON PICKER SPINDLE
- BERT VORN PIN
- ▲ COMPUTED POINT
- N.T.S. NOT TO SCALE

BEHANN'S ACRE ASSIGNED



TOTAL
4.88 ACRES

LAND NOT IN MAP
OF NATHAN'S ST.
1.74 ACRES



M^c Surveying

Doug Moore, Licensed Surveyor

501 Lincoln
Pawnee, W. Va.

Office: 870-488-7701 Cell: 870-465-5889 V.A. Cert: 870-480-9953

Client:	Survey:	Project:	Station:	Date:
Owner:	Map:	Scale:	Sheet:	Year:
Code: 174-107	Survey: TDM	Station: VAK	Sheet:	3-18-09
Code: 09014-1	Station: 07067	Sheet:		



WEST VIRGINIA SURVEYORS CODE	14119
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*City of Jonesboro City Council
 Staff Report – RZ 11-09: Baltz-Sloan
 Huntington Building - 900 W. Monroe
 For Consideration by the Council on May 3, 2011*

REQUEST: To consider a rezoning of a parcel of property containing approximately 4.58 acres more or less from R-1 Single Family to I-1 and make recommendation to City Council.

PURPOSE: A request to consider approval by the Metropolitan Area Planning Commission and recommend to City Council for final action as I-1 Limited Industrial District, L.U.O. Mini-storage/Warehousing.

**APPLICANT/
OWNER:** Lance Sloan 3516 E. Highland Dr., Jonesboro AR
 Derek Baltz P.O Box 16726 Jonesboro AR 72403

LOCATION: 300 North Kathleen St.

SITE DESCRIPTION: Tract Size: Approx. 4.58 +/- acres, Sq. ft. +/-
 Frontage: Approx. 946.2” ft. along North Kathleen St.
 Topography: Flat
 Existing Devlpmt: Vacant

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	R-1	Residential
South:	R-1	Residential
East:	R-1	Residential
West:	I-2	Industrial (Airport)

HISTORY: None.

ZONING ANALYSIS: City Planning Staff has reviewed the proposed Zone Change and offers the following findings.

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.

RECORD OF PROCEEDINGS-
METROPOLITAN AREA PLANNING COMMISSION – APRIL 12, 2011

Applicant: Lance Sloan, applicant representing the owner and himself to rezone from R-1 to I-1. Has an outstanding contract to purchase the property contingent upon the rezoning. The use is for storage and warehouse.

Staff: Mr. Spriggs: We have forwarded the analysis in the staff report. It is surrounded primarily by residential with the exception to being adjacent to the railroad and airport to the west. The applicant has requested I-1 Limited Industrial, however staff is suggesting a modification to the I-1 Limited Use Overlay District; so that there can be some level of control on the build out of this lot. We realize that there are some challenges in terms of right of way and access management; which has been an issue for other rezonings in this area. Mr. Spriggs suggested that the MAPC consider L.U.O. as an alternative.

Mr. Spriggs added: In the applicant it was revealed that the applicant proposes 20 buildings at 1,000 sq. ft. each. If approved as I-1, any uses permitted on the use-tables would be allowed with a limited amount of constraints. In instances where the property abuts residentially zoned property, we would require some form of privacy fence screening. The Master Street Plan recommendations were listed- Kathleen Street is listed a collector road recommended as an 80 ft. right of way; 60 ft. was denoted on the plans.

Commission: Mr. Joe Tomlinson asked the applicant would he be acceptable to the MSP collector right of way; Mr. Sloan noted that would be acceptable. Mr. Roberts asked if the limited use overlay would be acceptable to the applicant; Mr. Sloan replied yes it would be acceptable.

Mr. Spriggs read recommended **stipulations:** 1. That a 6ft.- privacy fence be installed along the perimeter of the property where it abuts single family residential. That a final landscaping and lighting plan be submitted as a part of the site plan review process before the MAPC prior to any construction; 3. That the property be rezoned to an I-1, LUO, Mini-storage/warehousing. 4. That the applicant agrees to dedicate the required right of way to satisfy the 80 ft. collector road recommendation along Kathleen St.

Action: Motion was made by Mr. Kelton to recommend approval of the rezoning to City Council, with the above stipulations; 2nd by Mr. Scurlock.

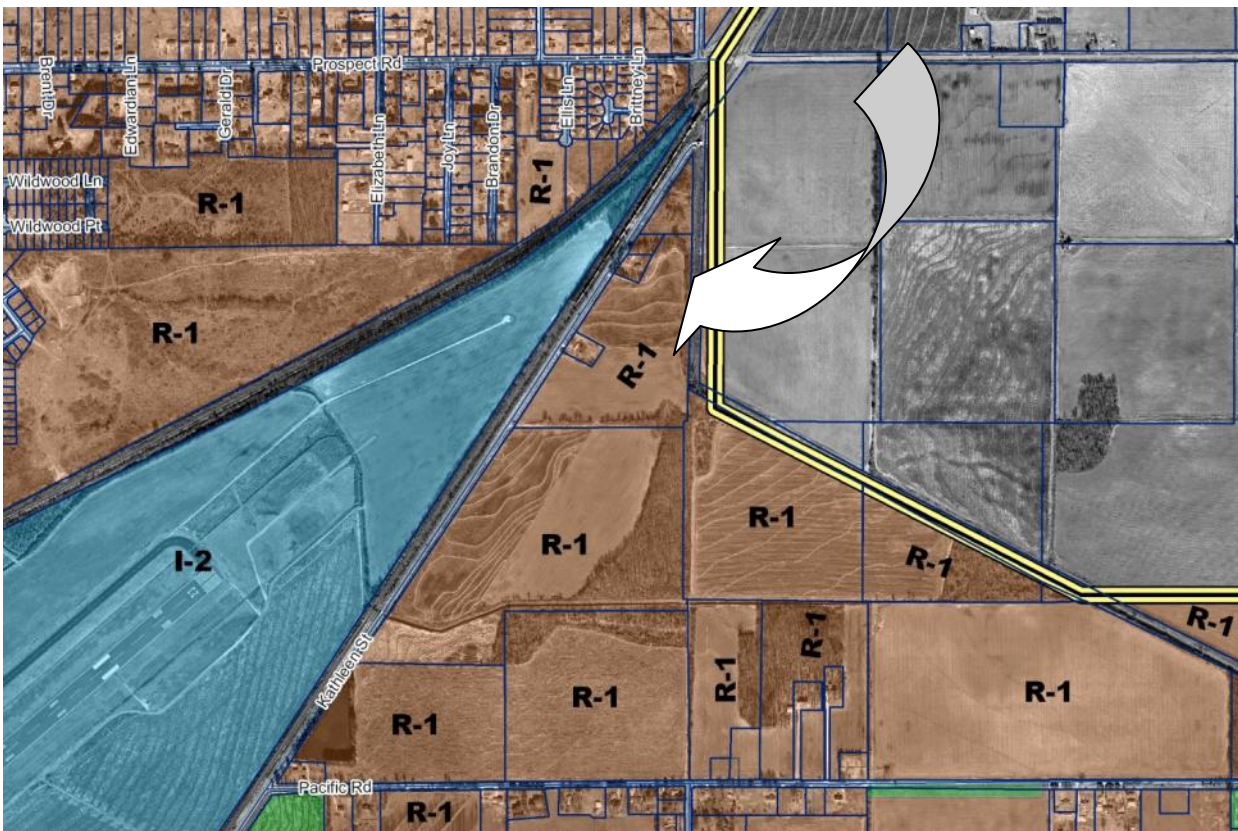
Roll Call: Mr. White- Aye; Mr. Tomlinson- Aye; Mr. Kelton- Aye; Ms. Norris- Aye; Mr. Hoelscher- Aye; Mr. Roberts- Aye; Mr. Scurlock- Aye; Mr. Dover- Aye. **(8 to 0 Approval).**

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 a Planned Mixed Use Area.

Master Street Plan/Transportation:

North Kathleen Street is a (Proposed Collector- 80 ft. min.) and Commerce/Old Bridger is a (Proposed Arterial Road). It is currently two lanes in width, but is capable of accommodating this limited amount of traffic generated by this development. The City has N. Kathleen St. /Commerce Road on the list for improvement to a wider street, capable of accommodating more traffic than at present, though a firm date for the improvements has yet to be decided and announced. Accessibility to the site should be evaluated once final plans are submitted for review.



Zoning/Vicinity Map

Findings:

The proposed rezoning will result in existing R-1 Residential zoned property to be zoned to I-1 Limited Industrial District.

The applicant expressed in the application a desire to construct mini-storages in the future, and wants to phase the project beginning with several buildings then potentially increasing to a max total of twenty if

all standards are met. Staff recommends a limited use overlay consideration or a Planned District submission on the subject site, so that some restraints can be placed to protect single family properties remaining. Furthermore, an orderly growth is necessary for this area which currently lacks necessary road improvements.

The limited Industrial I-1 District has a broad list of possible uses that could be developed on the current site. The applicant has also stated the possibility that (20) - 1,000 s.f. buildings could be built on the site. This area is a planned mixed use proposed area on the Future Land Use Map; therefore, some level of detail is necessary to make an informative decision on this commercial request, to weigh the impact on the surrounding area.

Landscaping/Buffering:

The applicant has not submitted a site plan which would demonstrate any greenspace or undisturbed buffer on South or East. The zoning ordinance calls for a 6' privacy fence around the entire development. The applicant should retain the existing tree line/brush to the south. A final landscape and lighting plan is required as part of the Development Plan review process if this petition is approved and adopted by ordinance.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by Baltz-Sloan should be evaluated based on the above observations and criteria for Case RZ 11-09, a request to rezone property from R-1 & to **I-1**. All issues cited above will be addressed by the applicant when further details are provided to the Planning Commission during the site plan review process. The Metropolitan unanimously recommends approval of this rezoning to I-1 L.U.O. Mini-storage/Warehousing to City Council with the above stipulations.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

SITE PHOTOGRAPHS



View looking Northeast along Kathleen St.



View looking West along Kathleen St.



View looking north of Jonesboro Airport property.



View looking northeast along Kathleen St. (subject property frontage).



View looking northeast along Kathleen St. (subject property frontage).



View looking East in direction of Commerce intersection.



View Looking North at subject property from rear property.



View looking South of residence/agricultural land abutting subject property.



View looking west along Kathleen St. (subject property frontage).