



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, May 9, 2017

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-17:051](#) Minutes for the Finance Committee meeting on April 25, 2017

Attachments: [Minutes](#)

4. New Business

Ordinances To Be Introduced

[ORD-17:023](#) AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 GENERAL FUND BUDGET IN ORDER TO CREATE A PART-TIME SALARY LINE ITEM AND REMOVE A FULL-TIME POSITION FROM THE FINANCE DEPARTMENT

[ORD-17:025](#) AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT BUDGET TO ADD \$54,220 FOR TRANSMISSION LINE STRUCTURE RELOCATION FOR PARKER ROAD EXTENSION JOB 100807

Resolutions To Be Introduced

[RES-17:053](#) A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

Sponsors: Parks & Recreation

Attachments: [JETS Agreement](#)

[RES-17:056](#) A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CRAIGHEAD COUNTY AND THE CITY OF JONESBORO TO ESTABLISH GUIDELINES AND EXPECTATIONS AS IT RELATES TO THE EDWARD BYRNE MEMORIAL JUSTICE (JAG) AWARD THROUGH THE U.S. DEPARTMENT OF JUSTICE

Sponsors: Grants

Attachments: [Memorandum of Understanding - Craighead County - JAG](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-17:051	Version:	1	Name:	Minutes for the Finance Committee meeting on April 25, 2017
Type:	Minutes	Status:		Status:	To Be Introduced
File created:	4/26/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	Minutes for the Finance Committee meeting on April 25, 2017				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes				

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on April 25, 2017



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, April 25, 2017

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 5 - Ann Williams; John Street; Darrel Dover; Joe Hafner and David McClain

Absent 1 - Charles Coleman

3. Approval of minutes

[MIN-17:042](#)

Minutes for the Finance Committee meeting on April 11, 2017

Attachments: [Minutes](#)

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

Aye: 4 - Ann Williams; John Street; Darrel Dover and David McClain

Absent: 1 - Charles Coleman

[MIN-17:047](#)

Minutes for the special called Finance Committee meeting on April 18, 2017

Attachments: [Minutes](#)

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

Aye: 4 - Ann Williams; John Street; Darrel Dover and David McClain

Absent: 1 - Charles Coleman

4. New Business

Resolutions To Be Introduced

[RES-17:040](#)

A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FIRST BAPTIST CHURCH-MAIN STREET TO COLLABORATE IN

HOMELESS ACTIVITIES FOR THE NEWLY ESTABLISHED HUB (HELPING
UNDERSERVED BELONG)

Sponsors: Grants

Attachments: [Memorandum of Understanding with First Baptist](#)

Grants Administrator Kimberly Marshall explained City Attorney Carol Duncan requested the MOU with First Baptist Church be done so the city's responsibilities are identified. They are helping us with a lot of things. They are still paying for the phone and internet services, but that will change over to us. We are trying to get our money together for those items they are going to try to address.

Chairman Hafner clarified the agreement indicates our responsibilities will be to carry insurance on the space, pay for phone and internet services, to fund all services performed in the space, and daily cleaning. He questioned whether that would be paid for with grant funds. Ms. Marshall answered CDBG can pay for it when they get to the 2017 budget year, but at this time we're not there yet so her department is handling that. The phone bill is about \$20 per month. The copier is \$5 a month. Volunteers are cleaning up the area. A lot of it is donated services. Chairman Hafner noted it also states the city will pay for fees associated with client services, including birth certificates, driver's licenses, bus passes and bus tickets. Ms. Marshall explained JET has been providing bus passes to help them out. Her department is paying for birth certificates until they get donations. It's \$12 per certificate. They haven't had but one or two requests so far. They don't expect many. The task force is starting a donation drive, so hopefully money will come for that.

Councilman Street asked if the bus passes count as countable rides. Mayor Perrin stated he doesn't think they do. Councilman Street noted when the city first got into JETS they were giving out a bunch of rides and ended up having federal funding withheld. It wouldn't have been so bad if those hadn't been counted as rides. If they're counted as rides, they expect payment. Chairman Hafner asked JET Director Michael Black to check into that.

Chairman Hafner questioned who makes up the Homeless Task Force. Ms. Marshall stated the mayor appointed the task force about two years ago. It is made up of Dana Moore, Catherine Richardson, Marty with Mid-South, Michael Sullivan from Habitat from Humanity, someone from JURHA, someone from CRDC and several others. Mayor Perrin added every member of the task force works in some time of agency or corporation that works with people who are related to these services in some form or fashion. The task force still in existence by ordinance. Now that they have the HUB they may need to change that in the future, but right now he'd like to leave it as a task force to work with Ms. Marshall to get the \$96,000 or \$94,000 from HUD to help pay rent for people who qualify, electricity, etc. He hopes for more money from HUD and will be applying for more money, which is why this contract is only good for one year starting April 4th. He thanked the church for allowing the city to use it.

Councilman Dover asked where the actual facility is located. Ms. Marshall answered it is in the annexation building. Mayor Perrin added it is across the street. Councilman Dover then asked what the city is insuring. Ms. Marshall explained there's a lobby area, then two small rooms all inside a bigger room. Mayor Perrin stated he thinks it's just liability insurance for falls, etc. They aren't insuring the facility itself because the church has that itself. The cost shouldn't be very much. Ms. Marshall further explained they would like to get a more permanent building for HUB that is more centralized to the homeless population. They are hoping that by next year the task force will become a non-profit, which will help even more.

Chairman Hafner stated this is a good service the city is providing and it sounds like it won't cost much. Hopefully they can track the expenses so next year it can be budgeted for accordingly whether it be for grant money or other money as needed. Mayor Perrin noted they are going to put this as a separate line item, so they'll be able to provide information at the year's end. He reiterated that when the 2017 grant year starts, then some of the grant money can be used for expenses. He thinks it's less than \$100 per month expense.

Harold Carter, 902 Tony Drive, referred to the agreement that included the city responsibility for bus passes, bus tickets, etc. He foresees there being questions asked about what "etc." means. He doesn't think there's a way to make a list, but there should be a way to be more specific than just saying "etc." Councilman Street answered he thinks it would be hard to write out every little expense because they can't think of them all. She's convinced him it's not a large amount of money and at the end of the year they will know what those etc.'s are.

Chairman Hafner asked for a six-month update at the end of September since this is something new. That way they'll see where they are regarding expenses and what they've been paying for, as well as the screening process the clients go through.

Councilman Dover noted it might be helpful to clarify the client services being performed. Ms. Marshall explained the HUB is a one-stop shop that is designed to point people to the resources they need. If they need food stamps or housing, until the grant is up and running they will be able to provide that. They will have funding for the case manager assist them and get the paperwork together. They also have therapists, doctors and dentists who are all donating their time to the program.

A motion was made by Councilman Darrel Dover, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; John Street; Darrel Dover and David McClain

Absent: 1 - Charles Coleman

RES-17:048

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE HVAC REPLACEMENT AT CENTRAL FIRE STATION

Sponsors: Finance and Fire Department

Attachments: [Bid Documents](#)
[Fire Dept HVAC contract](#)

Mayor Perrin explained they have been looking at it for a long time and just putting band aids on it. The system is 18 years old. While the work is being done, the employees still have to live in the building.

Maintenance Director Ronnie Shaver stated when they started out they budgeted \$515,000. They did some negotiations and got it down a little bit, but the contingencies made it come out higher than what was budgeted. He overlooked contingencies in his figures and ended up being about \$28,000 shy. They are at \$543,794. The actual bid was \$539,593. They negotiated it down to \$501,193. That's doing some duct work in the attic. They're doing some piping. They will not do away with the hard copper. They are going to go with PVC on certain piping to condensate lines. When he added contingencies based on the \$515,000, it brought him up about

\$28,000 shy.

Councilman Dover questioned whether or not the committee needed to vote on the item. He explained the item is budgeted for, even though he went over the budgeted line. He asked if the extra money could just be taken out of another account. Mayor Perrin answered yes, the committee needed to vote on it since the amount is over \$20,000. They had a third party with no interest in it look at the system to make sure they are getting the right unit with the right tonnage.

Councilman McClain asked what the total amount is. Mr. Shaver answered the total is \$543,794 including contingencies and all. Chairman Hafner clarified the contingencies were about \$42,000. Mr. Shaver answered yes. Mayor Perrin added he hopes they won't have to spend those contingencies, but they don't know. He would rather get the approval and actually spend less.

Councilman Street questioned if they got the bid and then raised it with the contingencies. Mr. Shaver explained the actual number was the \$515,000. The engineer they hired dealt with the bid process. He tried to get the amount down to cover the 15% contingencies, but they couldn't get it down that far.

Councilman McClain asked if these were the only two bids. Mr. Shaver answered yes, they put it out to bid and those were the only two bids received. There's only one mechanical company in Jonesboro and bid it through the two contractors, which was Control Mechanical. They worked with RGB to fix the system they have, but they didn't put in a bid because they have more work than they can do right now. Because the firefighters live in the building all day long, they will have to do the system in parts. They will suffer some this summer since the project won't be done yet.

Councilman McClain reiterated that the system is 18 years old. Fire Chief Kevin Miller stated they started construction on the building in 1999 and the system was put in in 2000.

A motion was made by Councilman Darrel Dover, seconded by Councilman John Street, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4 - Ann Williams; John Street; Darrel Dover and David McClain

Absent: 1 - Charles Coleman

5. Pending Items

6. Other Business

Chairman Hafner stated at the last regularly scheduled meeting he asked Finance and the Human Resources Departments to do a presentation regarding the Employee Handbook updates. They are still working on a few revisions. They are going to push that back to the next meeting.

Chairman Hafner announced Communications Director William Campbell sent out an email this afternoon with updated sales tax figures. Compared to 2016, the city is up about 2.82%. Compared to the budget, which is based on a trend, the city is up about \$449,000. Sales tax is trending in the right direction. Even though the city had a strong January and February, sales tax was down in March and we keep a positive trend.

Mayor Perrin added the trend state-wide showed every city sales tax down last month. He noted the county's sales tax has gone up higher than the city's. That goes back to the legislation passed a few sessions ago whereas if someone buys something in Jonesboro, then has it delivered in Brookland, Brookland gets the sales tax. It is based on point of delivery now. He is really watching the trend and the overall sales tax ratio. That's why they've been negotiating with the banks and moving money around. They started the year at .55% and is now at .95% in just the checking account. Some money was moved to CDs at 1.5%. That will be reflected in higher interest income.

Chairman Hafner stated at the first Revenue Enhancement meeting Councilman Long asked what the city is doing regarding reductions on a day to day basis. At the businesses he's worked at in the past, they've had cost saving goals each year and they would be tracked. Maybe that's something that could be done as part of the budget each year. That would show the citizens they're not just raising fees, the city is also trying to cut expenses. Mayor Perrin explained open positions have to come before him, the chief financial officer and the human resources director. They look, along with the department head, to determine if the position needs to be filled or if it can be moved to someone else. They are running the departments real thin.

Mayor Perrin added he spoke with Chief Financial Officer Suzanne Allen this morning about what is required reserves. They had a deep discussion about it this morning. If something happens, salaries go on. During the last ice storm, the city spent more diesel, more gas, more overtime, etc. It depends on what happens. It takes 18 months to get that money back from FEMA and the Department of Emergency Services. They are working on the required reserves to bring back to the committee.

7. Public Comments

Mr. Carter asked the mayor in terms of the sales tax on out of state purchases, if they were able to accomplish anything. Mayor Perrin explained the City Council passed a proclamation and sent it to the United States senators. But, the legislation did not pass on the state level. None of the House members voted on the tax. He doesn't know why. He thinks it's tax evasion that the tax isn't taken. Further discussion was held about collecting tax in the city. He noted he will be bringing an ordinance before the City Council that says you cannot purchase your business license unless your property taxes have been paid. The reason is you cannot pay your real estate taxes unless you've paid the liens with the liens. The city has collected \$290,000 worth of liens that the city couldn't collect before. He added it's only fair that they pass one on this level saying in order to get a privilege license you have to have your real estate taxes paid.

Mayor Perrin stated if the law had been passed the city probably would've picked up anywhere from \$4 million to \$5 million with the state getting \$100 million to \$125 million. But, Amazon decided to go ahead and take the tax. Each year he gets a list from the DF&A showing everyone who submits sales tax. Then, they compare that list to people who have a business license. They find several prospects who haven't paid for a license. Chairman Hafner noted he was at the Arkansas Municipal League last week. They are still hopeful about getting that measure passed. It's not a dead issue.

8. Adjournment

A motion was made by Councilman David McClain, seconded by Councilman Darrel Dover, that this meeting be Adjourned. The motion PASSED with the

following vote.

Aye: 4 - Ann Williams; John Street; Darrel Dover and David McClain

Absent: 1 - Charles Coleman



Legislation Details (With Text)

File #:	ORD-17:023	Version:	1	Name:	Amend the 2017 General Fund Budget in order to create a part-time salary line item and remove a full-time position from the Finance Department
Type:	Ordinance	Status:			To Be Introduced
File created:	5/2/2017	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 GENERAL FUND BUDGET IN ORDER TO CREATE A PART-TIME SALARY LINE ITEM AND REMOVE A FULL-TIME POSITION FROM THE FINANCE DEPARTMENT				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 GENERAL FUND BUDGET IN ORDER TO CREATE A PART-TIME SALARY LINE ITEM AND REMOVE A FULL-TIME POSITION FROM THE FINANCE DEPARTMENT

WHEREAS, the City of Jonesboro passed the 2017 Budget in Ordinance 16:085, which will need to be amended in order to effectuate said change in the General Fund Budget for the addition of a part-time salary line item in Finance and removal of an Accounting Technician position; and

WHEREAS, two part-time positions will replace one full-time position in the Finance Department; and

WHEREAS, budget line item 01-100-0210-00 (part-time salaries) will be added and assigned a budget amount of \$33,500 and budget line item 01-100-0201-00 (salaries) will be reduced by \$33,500; and

WHEREAS, the hourly rate for the two positions will be equivalent to a 109, Step 1 pay grade within the current salary plan; and

WHEREAS, no additional funds will be required for this change.

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

SECTION 1. The 2017 General Fund Budget is hereby amended to provide for the addition of a part-time salary line item in Finance and removal of an Accounting Technician position.



Legislation Details (With Text)

File #: ORD-17:025 **Version:** 1 **Name:** Amend the 2017 Capital Improvement Budget to add \$54,220 for transmission line structure relocation for Parker Road Extension Job

Type: Ordinance **Status:** To Be Introduced

File created: 5/4/2017 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT BUDGET TO ADD \$54,220 FOR TRANSMISSION LINE STRUCTURE RELOCATION FOR PARKER ROAD EXTENSION JOB 100807

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT BUDGET TO ADD \$54,220 FOR TRANSMISSION LINE STRUCTURE RELOCATION FOR PARKER ROAD EXTENSION JOB 100807

WHEREAS, the City of Jonesboro passed the 2017 Budget in Ordinance 16:085, which will need to be amended in order to effectuate said increase in the Capital Improvement Budget for an unpaid bill from Parker Road Extension project authorized by AHTD in 2014; and

WHEREAS, the Arkansas Electric Cooperative Corporation did not submit an invoice to the City of Jonesboro until 2017; and

WHEREAS, the Federal Funds were expended on the project; and

WHEREAS, the budgeted amount in line item 07-170-0751-00 (Transportation Projects) will need to be increased by \$54,220.

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

1. The 2017 Capital Improvement Budget is hereby amended to provide for an increase of \$54,220 for the purpose of paying an unpaid, unreimbursable bill for utility location on AHTD Job 100807 approved in 2014.
2. The money for said increase will come from reserves and be added to the existing appropriation for line item 07-170-0751-00.



Legislation Details (With Text)

File #:	RES-17:053	Version:	1	Name:	Contract with Jonesboro Jets
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/1/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	JETS Agreement				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

WHEREAS, the City of Jonesboro owns and maintains the Jonesboro City Pool Complex; and

WHEREAS, the Jonesboro Jets are a non-profit 501 (c) (3) organization created for the purpose of administering and promoting youth swimming; and

WHEREAS, the City of Jonesboro and the Jonesboro Jets desire to enter into a contract to provide organized swimming for youth at the Jonesboro City Pool Complex;

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

1. The City of Jonesboro, Arkansas shall contract with the Jonesboro Jets to provide organized youth swimming at the Jonesboro City Pool Complex.
2. The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

EXHIBIT A

FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

JONESBORO JETS

This Agreement is made by and between JONESBORO JETS, Inc., an Arkansas not for profit corporation, ("JETS") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this **22nd** Day of May 2017 (the "Effective Date").

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

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

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

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

I. Term

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

II. Use of Facilities by JETS

- 1) During the period of May 22nd 2017 to August 15th 2017 during the Term of this Agreement, JETS shall have the right to use the CITY'S pool Facilities. During the months of June, July and August, the usage will be from 6:45 a.m. until 9:45 a.m Monday through Friday and 6:05pm to 6:50pm Monday, Tuesday, and Thursday. During the month of May the usage will be from 4:00 p.m. until 7:00 p.m. This period shall be referred to as the "Primary Usage Period."
- 2) JETS shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. These meets must end by 1:00 p.m. on the designated day or an additional rental fee must be paid at the rate of \$75 per hour that the event runs over. Any portion over one hour counts as a full hour for purposes of fees. For example if the event should end at 1:00 p.m. and actually ends at 2:15 p.m. an additional fee of \$150 would be due and payable for that event overage. The Facilities will be

made available at 9:00 p.m. the night before a scheduled swim meet unless it has been rented for another event. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Pool and/or Parks Director no later than 30 days prior to the requested reservation.

- 3) JETS understands and agrees that at times weather and/or pool conditions may result in CITY denying the use of the Facility during the Primary Use Period. JETS understands that the Pool Director for the Facilities has the authority to deny use of the Facilities, but CITY agrees that use will not be unreasonably denied.
- 4) CITY will make determinations on pool closures due to weather. Determination will be made as soon as possible and, if necessary, weather will be monitored beyond the determination times.
- 5) CITY shall at all times have the right to inspect the Facilities being used by JETS and all JETS sponsored activities related to the use of the Facilities.
- 6) CITY shall issue 2 key(s) to JETS for use of the Facilities. The keys may not be reproduced or duplicated by JETS. One key shall be issued to the Head Coach of JETS and one key to the assistant coach/board president for use during the Primary Usage Period. JETS agree to return said key to the CITY within two weeks after the conclusion of the term of the season. Upon failure to return said key a fee will be charged for the replacement of key and locks. JETS will be charged a fee of \$25 for each lock that has to be changed as a result of a key that is not returned to the CITY at the end of the season.
- 7) JETS understands and agrees that, except as provided in Article III below, no CITY maintenance equipment will be used by JETS during the Primary Usage Period or otherwise. JETS will provide the equipment necessary to administer its own activities and events, and in doing so will keep equipment in the spaces designated by the CITY, unless prior written approval is given by the Pool and/or Parks Director. JETS is solely responsible for their equipment and the CITY is not responsible for any loss or damage to JETS equipment used and/or stored at the Facilities.
- 8) If JETS should desire to use the CITY'S Facilities for additional meets, special events or programs outside the Primary Usage Period, JETS shall complete an Application for Use of Facilities at the beginning of the season. Any and all additions outside the Primary Usage Period shall not be included in this Agreement, but shall require a separate written agreement between the parties. All dates and conditions of the additional meets or special programs shall be finalized and furnished to CITY no later than thirty (30) days prior to the date of the event.
- 9) At no time shall JETS have access to or usage of the concession stand located in the Facilities. Any operation of the concession stand during the Primary Usage Period or any scheduled events will be done by the CITY.

- 10) JETS shall have at least one certified lifeguard on deck at all times during the Primary Usage Period or any meets or special events sponsored by JETS.
- 11) JETS must enforce all pool rules for the Facilities during the Primary Usage Period or any meets or special events sponsored by JETS. A copy of said rules can be obtained from the Pool and/or Parks Director.
- 12) JETS shall maintain their own liability insurance for their program and provide a copy of said insurance policy to the Pool and/or Parks Director prior to the beginning of the Primary Usage Period.
- 13) JETS shall place or display no advertisements of any kind on CITY Facilities without prior written approval of the Pool and/or Parks Director. This shall include any advertisement of JETS activities or any sponsorships of any events held at the Facilities or otherwise. JETS shall be allowed to sell sponsorships for said events with temporary signage at the approval of the Pool and/or Parks Director. JETS shall at no time advertise for any programs that compete with CITY run programs at the Facilities.

III. Obligations of CITY

CITY agrees to:

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

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

IV. Obligations of JETS

JETS shall:

- 1) Pay a usage fee in a onetime amount to the CITY in the amount of **\$5,000** at the start of the usage day agreement.
- 2) JETS shall be prohibited from performing any maintenance to the Facilities without written permission from the City.
- 3) JETS shall not make any permanent additions to the Facilities without written permission from the City. This includes but is not limited to signs, structures, concrete, and seating.
- 4) Schedule and meet with CITY Pool Director prior to the season to discuss schedule, and department guidelines.
- 5) JETS is responsible for any of their items stolen or damaged, during the course of the year.
- 6) Request approval by the CITY for placement of any and all tents and trailers at the Facilities prior to placement.
- 7) Not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 8) Establish procedures to ensure individuals with criminal histories that include drug charges, assault charges and sexual assault charges are not permitted to coach in the JETS program.
- 9) Not engage in any business on the Facility or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance. CITY reserves the right to exclude any individual or group from the Facility based on conduct, which it determines in its discretion to be objectionable or contrary to City interests. JETS hereby consents to the exercise of such authority by City over its members, officials and agents.
- 10) JETS agrees to be solely responsible for any and all damages related to and arising out of JETS use of the Facilities during the term of the Agreement when the Facilities are being used by JETS. This includes, but is not limited to, any and all persons associated with JETS who use the Facilities during the terms of the Agreement. JETS agrees to be solely responsible for all repairs and costs of repairs to the Facilities for any and all damages. Repair of damage to concession stand shall conform to City of Jonesboro Building Codes and require approval of the City Inspector. Nothing contained herein shall be construed to defeat or diminish JETS right to seek recourse against those persons causing the damage.

11) Follow rules that have been established by the CITY Parks and Recreation Board and City Staff concerning conduct at CITY Facilities. Examples of rules may include but are not limited to:

- a. No unauthorized Vehicles may be parked at Facilities during activities including but not limited to sidewalks and grassy areas.
- b. No tobacco use (smoking or smokeless) in the Facilities or in the bleacher areas.
- c. Participant and spectator parking only in parking lots.
- d. No dogs

12) Activity initiated by JETS Coach or director that occurs on premises that have been closed will result in a \$100.00 fee to JETS.

13) Prior to the commencement of the Primary Usage Period, JETS will provide to the CITY:

- Current by-laws of JETS
- Proof of insurance and indemnification
- List of current officers and board members of JETS with addresses, phone numbers and e-mail (if applicable). JETS agrees to notify CITY of any changes in board members.

V. Default of JETS

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

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

VI. Default of CITY

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

expenses incurred by the JETS in the performance thereof shall be deducted from the amounts required to be paid by JETS to CITY under Article IV.

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

VII. Assignability and Exclusivity

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

VIII. Notices

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

JETS

By: [Signature]
Name: Jim Byrd
Title: President - Jonesboro Jets

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

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

IX. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.

- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

JONESBORO JETS

By: [Signature]
Name: Jim Boyer
Title: President - Jonesboro Jets
Date: May 1, 2017

CITY OF JONESBORO

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

ATTEST

Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-17:056	Version:	1	Name:	MOU to establish guidelines and expectations as it relates to the JAG award
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	5/3/2017	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CRAIGHEAD COUNTY AND THE CITY OF JONESBORO TO ESTABLISH GUIDELINES AND EXPECTATIONS AS IT RELATES TO THE EDWARD BYRNE MEMORIAL JUSTICE (JAG) AWARD THROUGH THE U.S. DEPARTMENT OF JUSTICE				
Sponsors:	Grants				
Indexes:					
Code sections:					
Attachments:	Memorandum of Understanding - Craighead County - JAG				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CRAIGHEAD COUNTY AND THE CITY OF JONESBORO TO ESTABLISH GUIDELINES AND EXPECTATIONS AS IT RELATES TO THE EDWARD BYRNE MEMORIAL JUSTICE (JAG) AWARD THROUGH THE U.S. DEPARTMENT OF JUSTICE

WHEREAS, by RES-16:129 for the agreement between DOJ and the City was approved by City Council on October 4, 2016 for the 2016 JAG award; and

WHEREAS, the City has agreed to following terms: to accept financial responsibility of said funding and any matching funds, to serve as fiscal and reporting agent for both jurisdictions, to ensure funds are allocated to specific projects as expressed in the award and provide all access to JAG projects by use of equipment; and

WHEREAS, Craighead County has agreed to the following terms: not to request any funds from the JAG award, all funding will only be used for the projects outlined within the award and the county would be provided access to all JAG projects through the use of equipment purchased under this award.

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

SECTION 1: The City of Jonesboro will enter into a Memorandum of Understanding with Craighead County for the aforementioned funding and projects provided through the FY2016 JAG award.

SECTION 2: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

Memorandum of Understanding Between the
Craighead County and the **City of Jonesboro**

The purpose of this Memorandum of Understanding (MOU) is to establish the basic guidelines and expectations between the City of Jonesboro and Craighead County regarding the administration of the Edward Byrne Memorial Justice (JAG) award from the Bureau of Justice Assistance.

City of Jonesboro agrees:

- A. To receive 100% of the funds awarded and to be responsible for any required matching funds;
- B. To serve as the fiscal and reporting agent for both jurisdictions;
- C. That the funds in question will be provided for specified projects within the agreement and will only be used for those projects;
- D. That Craighead County will be provided access to JAG projects by use of the equipment purchased under this award;
- E. That the funding provided herein will provide a direct local benefit to both the City and the County and is in the best interests of both entities.

Craighead County agrees:

- A. That they will receive no funds under this award;
- B. That the funds in question will be provided for specified projects within the agreement and will only be used for those projects;
- C. That they will be provided access to JAG projects by use of the equipment purchased under this award;
- D. That the funding provided herein will provide a direct local benefit to both the City and the County and is in the best interests of both entities.

Terms of Agreement

- A. The term of this agreement is shall be for the duration of the program being funded by this award.

- B. Should either party desire to make changes to the agreement, they should provide 30 days notice to the other party of the proposed changes. Notice should be sent to the party and address below.

Date _____

Craighead County Judge Ed Hill
511 Union, Room 119
Jonesboro, AR 72401

Date _____

Mayor Harold Perrin City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

Attested by: _____
Donna Jackson, City Clerk