Meeting Agenda

# Finance \& Administration Council Committee 

## 1. Call To Order

## 2. Roll Call by City Clerk Donna Jackson

## 3. Approval of minutes

MIN-18:056 Minutes for the Finance Committee meeting on May 29, 2018

## Attachments: Minutes

## 4. New Business

ORDINANCES TO BE INTRODUCED


RESOLUTIONS TO BE INTRODUCED

RES-18:098 A RESOLUTION TO CONTRACT WITH JONESBORO JETS, INC.
Sponsors: Parks \& Recreation
Attachments: JONEBORO JETS EXHIBIT A

RES-18:099 RESOLUTION FOR THE ADOPTION OF AN AMENDED REGULATED PRIVILEGE LICENSE FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT

Sponsors: Finance

Attachments: Privilege License Fees June 2018

RES-18:101 A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2018 ANNUAL ACTION PLAN THAT INCLUDES THE 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS AND BUDGET

Sponsors: Grants and Community Development

## 5. Pending Items

## 6. Other Business

COM-18:037 Presentation on cost savings and projects by Chief Financial Officer Bill Reznicek

## 7. Public Comments

## 8. Adjournment

## Legislation Details (With Text)

| File \#: | MIN-18:056 | Version: 1 | Name: | Minutes for the Finance Committee meeting on May 29, 2018 |
| :---: | :---: | :---: | :---: | :---: |
| Type: | Minutes |  | Status: | To Be Introduced |
| File created: | 5/31/2018 |  | In control: | Finance \& Administration Council Committee |
| On agenda: | Final action: |  |  |  |
| Title: | Minutes for the Finance Committee meeting on May 29, 2018 |  |  |  |
| Sponsors: |  |  |  |  |
| Indexes: |  |  |  |  |
| Code sections: |  |  |  |  |
| Attachments: | Minutes |  |  |  |
| Date | Ver. Action By |  | A | 2 Result |

Minutes for the Finance Committee meeting on May 29, 2018

City of Jonesboro

## Meeting Minutes

# Finance \& Administration Council Committee 

## 1. Call To Order

## 2. Roll Call by City Clerk Donna Jackson

Present 5-Ann Williams;John Street;David McClain;LJ Bryant and Joe Hafner
Absent 1-Charles Coleman

## 3. Approval of minutes

MIN-18:049 Minutes for the Finance Committee meeting on May 8, 2018

## Attachments: Minutes

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Passed. The motion PASSED with the following vote.
Aye: 4-Ann Williams;John Street;David McClain and LJ Bryant
Absent: 1-Charles Coleman

MIN-18:050
Minutes for the Finance Committee Special Called Meeting on May 15, 2018

Attachments: Minutes
A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Passed. The motion PASSED with the following vote.
Aye: 4-Ann Williams;John Street;David McClain and LJ Bryant
Absent: 1 - Charles Coleman
4. New Business

ORDINANCES TO BE INTRODUCED

ORD-18:041
AN ORDINANCE TO AMEND THE 2018 BUDGET FOR ADDITIONAL PROFESSIONAL SERVICES IN THE MAYOR'S OFFICE DEPARTMENT

Mayor Harold Perrin said excuse me. I'm sorry for running late. We only budgeted $\$ 30,800$ in our professional services. When Mr. Ed Tanner left as our Chief Operations Officer, Interim Chief Operations Officer Roy Ockert was being paid through our professional services and I kept paying him on that per hour. Of course, he went to forty hours per week and has been here now for about two months or so or more, and that was one of the reasons it went over in professional services. It's not over yet, but it will be as projected in the future. The second thing is legal services. We have depositions that we've covered and what we've paid for on those, which we've paid for them, but again that could also put us over. We think, right now, that the \$50,000 would carry us all the way through the end of the year.

Chairmember Joe Hafner said so, part of it would be Mr. Ockert's compensation, which should be under salaries. Mayor Perrin said it should be under salaries, O\&M. O\&M is now in professional services. That's what it's being paid out of. Chairmember Hafner said so our entire budget is not going up $\$ 50,000$. Mayor Perrin said the money is being transferred. That is correct.

Councilmember David McClain said so it's Mr. Ockert's compensation and legal fees. Mayor Perrin said it's under professional services and Mr. Ockert was under that, and even when I get a COO, I would still want to retain Mr. Ockert and he would just work a certain amount of hours per month. He has advised us on several things and he has done a good job. Councilmember McClain asked, do you want the $\$ 50,000$ to be a permit move? Mayor Perrin said no. We are just asking for it now, for this year, to increase it up there through the end of the year. It probably won't take all the $\$ 50,000$, but again, I just want to be safe because when we do get a COO, at some point in time, then that money will be going into that and, if I see there is any excess, then we won't be spending that anyway. That's what I am saying.

Councilmember McClain said we had on the agenda that it was an emergency. Do you feel like it's definitely needed? Chairmember Hafner asked, where does it say it's an emergency? I must have overlooked that. Councilmember McClain said on Legistar it had this was an emergency, unless I read it wrong. Chairmember Hafner said I printed this off this morning. Councilmember John Street said I did too and I don't see an emergency. Mayor Perrin said I don't have it on mine. Councilmember McClain said okay. I thought I read that on there. Mayor Perrin said there was not an emergency clause in there.

Chairmember Hafner said one more thing before we vote on this, Mayor Perrin, and we can talk about this outside of the meeting, there is one thing I would like more information on since l'm not sure what all is involved. Arkansas Municipal League has their legal department and we don't really utilize it. I would kind of like to sit down and see what they provide and then the current attorneys we use and see what the whole picture is there. Mayor Perrin said let me just tell you real quick and then we can go into depth later on. Okay? Chairmember Hafner said okay. Mayor Perrin said the Arkansas Public Entities Risk Management Association (APERMA) we have covers our cars, our buildings and legal services, and that's where we have Mr. Burt Newell and one other attorney, who is now a judge in Hot Springs, Arkansas. If we went with the Municipal League on legal services, we would be paying twice as much on legal services than we are now. It's all based on population. The last time I looked, which was last year or the year before, it would have been over $\$ 75,000$ on top of the $\$ 300,000$ or $\$ 400,000$ we are paying APERMA now. The other thing with the Municipal League, and they have great lawyers so don't get me wrong, but every case you have you pay so much up front. Every time you call them, they start a case. Then, of course, they represent you and so on. I know Councilmember Street and I have been
talking about this because they are sharp and they know what they are doing. That's all they handle is the Municipal League. Something we're going to be talking about at budget time is do we want to add that on there as an extra layer or not.

Councilmember Street said we've talked about this before because l'm a big proponent of the Municipal League. They live and breathe our stuff. How much outside of our APERMA attorneys are we spending? Mayor Perrin said normally it would be very little, but some years it would be more. It just depends on what year you're in, what cases come up and things of that nature. I asked APERMA if they could cut that out and they won't do it because it's a pooled account. So, every city that is with APERMA is covering the cars and we're the largest one, by the way, in the pool. So, if we every pull out of APERMA, it's going to put a dent in them pretty hard. Again, they have better coverage on some of the cars because with the Municipal League if the police wreck a car, we, basically, get it, salvage it and go get another one, but with the Municipal League, you don't do that. You have to go through the whole process. You have to meet with the board in Little Rock and then they determine how much they are going to give you. I'll give you an example of that real quick. Mountain Home had a fire in their sanitation shed. It burned up every truck they had in the shed. I was there that day on a committee meeting when the mayor was there trying to present his case on what he paid for the cars, the title, the years and all that. They didn't pay him enough to go buy one truck, much less the four to six he lost in the fire. So, that's something you just have to weigh out. Chairmember Hafner that's why I wanted to get more information.

Councilmember Street said on the vehicles, too, they wouldn't cover if you drove off in water and ruined the engine or something. They wouldn't cover hail damage. Mayor Perrin said we'll get into it later on. I would be glad to sit down with you because l've been looking at it the 10 years l've been here. Councilmember Street said we have had Mark Hayes, general counsel with the Municipal League, up here several times to talk to us. If there is a way to afford it, I would love to see it even if we had to have it as an additional policy to cover us. There may be a time it would be well worth the money to do it. Mayor Perrin said l'm sorry to give you so much detail. Chairmember Hafner said no. That's fine.

## A motion was made by Councilperson John Street, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 4-Ann Williams;John Street;David McClain and LJ Bryant
Absent: 1 - Charles Coleman

## RESOLUTIONS TO BE INTRODUCED

RES-18:081 A RESOLUTION TO CONTRACT WITH FIRST NATIONAL BANK FOR SPONSORSHIP OF PAVILION NUMBER 1 AT JOE MACK CAMPBELL SPORTS COMPLEX

## Attachments: $\quad$ FIRST NATIONAL BANK AGREEMENT.pdf

Mayor Harold Perrin said this is the pavilion at Joe Mack Campbell Park. It's the covered area where people go in to sit down and eat. We have two large ones there, and we have sold this one to First National Bank and I think Parks and Recreation Director Danny Kapales has the other one sold for the same thing, which is $\$ 12,500$.

A motion was made by Councilperson John Street, seconded by Councilperson

Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.
Aye: 4-Ann Williams;John Street;David McClain and LJ Bryant
Absent: 1-Charles Coleman

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING ON BEHALF OF THE UNIVERSITY OF ARKANSAS COOPERATIVE EXTENSION SERVICE FOR THE INSTALLATION OF HYDRATION STATIONS THROUGHOUT CITY PARKS
Chairmember Joe Hafner said one point of clarification, and I don't know if this needs to be changed is that we are not buying water bottles. It will have water bottle filling stations. Director of Community Development Tiffny Calloway said the original order does come with 500 water bottles, 200 or 500. It's all in the agreement that's attached to the resolution, but it does come with some water bottles up front, but after those are equitably distributed, then we're not buying anymore. Chairmember Hafner said I wondered how they were doing water bottles out there. I saw in the paper where it talked about having water bottle filling stations set up.

Ms. Calloway said this is very similar to the bike racks we received from My Healthy Jonesboro. Mr. Tyler Brown has done a phenomenal job and there are a lot of people throughout the city who serve on this committee and have identified this as a need. There will be two at Craighead Forest Park, two at Joe Mack Campbell Park and one at Allen Park. They will be working with Engineering Director Craig Light on the installation process. Mr. Light will figure out the best locations to put the hydration stations. Two of them will actually include doggie pedestals. Chairmember Hafner said so we will still have some parks that don't have them. Right? Ms. Calloway said yes. Chairmember Hafner said hopefully we'll come up with a plan.

Mayor Harold Perrin said right. We're looking for grants now. This is through the University of Arkansas and it's kind of ironic how you have to go through $U$ of $A$ through the Department of Agriculture and all that, but, again, that's fine. To answer your question, yes, we are going to be looking for those. Ms. Calloway said if you all could walk this on to City Council then that would be great so Mayor Perrin and City Clerk Donna Jackson are able to sign this. Chairmember Hafner said it doesn't have to be walked on because our meeting is next week. Ms. Calloway asked, does this automatically goes to council? Okay. When you all have a special meeting, it throws me off. Chairmember Hafner said this isn't a special meeting. Ms. Jackson said this isn't a special meeting. Ms. Calloway said the special meeting before it. You threw me off schedule.

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.
Aye: 4-Ann Williams;John Street;David McClain and LJ Bryant
Absent: 1 - Charles Coleman

## 5. Pending Items

RES-18:075
A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE

## CHANGE ORDER NO. 1 FOR THE JMCP SHOP BUILDING

## Attachments: $\quad$ Change Order \#1

Mayor Harold Perrin said the reason this is on pending items, if you all remember, is because we tabled it. I had met with Engineering Director Craig Light and he gave me some figures on two or three things, so I wanted to go back and get some clarity on it. On this issue, the contract was for $\$ 1.1$ million and even with this change of $\$ 124,000$, we're still only going to be at $\$ 850,000$. We'll still be under on this, but we're probably going to need to be under for the increase in some of the concession stands we're building at Joe Mack Campbell Park and at the Southside Softball Complex. We still have almost \$150,000 left in this project.

Chairmember Joe Hafner said so, it looks like it's \$6,600 for a temporary road and then the road, curb, gutters, sidewalks, etc. is $\$ 117,519$. Mayor Perrin asked Mr. Light to come up and explain this. Mayor Perrin said, but that is the road going in. That is correct. Mr. Light said when we originally bid this project out, we had a simple entrance driveway serving the concession stand building. Now that we have a complete concept plan for the new purchase of the 73 acres, the actual roadway is going to go right in front of the shop. So, we'd like to go ahead and get that roadway built so we're not building a temporary driveway that's going to be ripped out in the future. Councilmember David McClain asked if this was leading into the area or coming off the main road. Mr. Light said this will come off City, Water and Light Drive, so it's inside the park. Councilmember McClain said okay. That's what I was wondering. Mr. Light said in the current contract, they were supposed to build just a simple driveway into the facility and it would just be a driveway. We're asking to change it to go ahead and build the roadway across the frontage of the new shop so that when we develop the rest of the park, we don't have to come back and tear that section out. We can do all the construction right in front of the shop building. Mayor Perrin said that's on the Lacy property. Now, they are going in through Joe Mack Campbell Park to get to work. Mr. Light said the original contract did not have curb and gutters. It was basically an asphalt driveway to serve the building. We want to change it into a full-fledged roadway that will serve that future park area.

Councilmember McClain asked if the city anticipated the price going up anymore. You said there was about \$150,000 left. Do you anticipate any more changes? Mayor Perrin said I think, for the two concession stands at Southside Softball Complex and at Joe Mack Campbell Park, we will probably burn up the balance we have in here and probably need more, but I don't know at this time how much more. Chairmember Hafner said but nothing else on this project. Councilmember McClain said that's what I'm asking on this project. Mayor Perrin said not on this project at all. I must have misunderstood you. I'm sorry. Councilmember McClain said that's what I was asking on this project.

Mr. Light said there is $\$ 354,000$ still remaining in the budget on this project and we'll take this $\$ 124,000$ out of it. Mayor Perrin said and that's where I was getting the $\$ 250,000$ or whatever we still have left over. We will not need any more on this project. Councilmember McClain said okay.

A motion was made by Councilperson John Street, seconded by Councilperson Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.
Aye: 4-Ann Williams;John Street;David McClain and LJ Bryant
Absent: 1- Charles Coleman
6. Other Business

Chairmember Joe Hafner said I guess the only thing I would like to mention real quick, and Mayor Harold Perrin brought this up at the last City Council meeting, with sales tax revenue being really close to down to budget, even though it did recover a little bit on the last report we got. I know there is going to be a lot of work done to make sure we are looking at each department and where we stand, and really being good stewards of the money we have coming in. It does not mean we won't invest where needed or where it makes it smart, but we have to make sure we're pinching pennies where we can.

Mayor Perrin said last month was good in the fact that it got us up as to budget, only $\$ 14,000$ under on budget, but as far as this year compared to last year, it's still at $\$ 105,000$ instead of $\$ 165,000$. So, I want to give it another month. Chief Financial Officer Bill Reznicek and I talked about that today in a meeting. We are going the right way on some of these. I had Mr. Reznicek pull a list that I was going to share with you all on Tuesday night with all the cities and where they are at in the top about 25,000 above in population. You're going to find that some cities are 6\% up and some are $8 \%$ to $9 \%$ down. I still say that it goes back to the internet sales. That is absolutely killing us, and it's going to continue. It's not going to ease up at all. I will say this. We had one industry on that one month that hit us for about $\$ 200,000$ or more, about $\$ 229,000$ I believe, on their tax back. Well, that's good, because they created jobs five to seven years ago. The problem is, and I wish the legislation had said as you spend it per year. We got 2015, 2016, 2017 and 2018, all those years at one time. Councilmember John Street asked if that was Frito Lay. Mayor Perrin said yes, and you're gonna have more because, obviously, that's incentives and you're going to be able to do that with industry. I understand. It creates jobs and that's fine. We try to budget a little bit for tax back. So, what Mr. Reznicek and I talked about is that next year we need to pull our contracts with the Jonesboro Chamber of Commerce and Jonesboro Unlimited, or whoever has those contracts, to see which one of those has that within their contract on this cash back and then we'll go back and forward it and push it out. We'll just go ahead and budget a pretty good amount of money just to make sure we have it.

Mr. Reznicek said last month was slightly improved and we also had a rebate last month of \$49,000, so they claimed. Mayor Perrin said you never know. Chairmember Hafner said, with my background in corporate accounting, I just know we have to tie some revenues tight. Mayor Perrin said yes, we do. Chairmember Hafner said we have to be on top of it and plan accordingly.

Councilmember Ann Williams asked if there was any further plan as far as looking at impact fees. This has been brought up in the past. Mayor Perrin said we have not got any further than we had before on impact fees. We just wanted to make sure to see how this went or at least the first six months of this year. We have a lot of the cities on their impact fees and how they charge, and it's the way in which they charge. I wanted to wait and that will be August before we get the first six months. Once we get that, then I want to sit down with Mr. Reznicek. We do have that information, but we haven't discussed it anymore in detail until we see how this plays out on the sales tax, but that's a good question. I know that was brought up in an editorial not too long ago in the paper about impact fees.

Councilmember L.J. Bryant asked where the city was at with the franchise tax consultant. Mr. Reznicek said Ms. Deanna Hornbeck has been working about three days a week for most weeks. She was actually off quite a bit the last couple of weeks for vacation. What she has been primarily focusing on, of course, is the franchise
fees. She went through, researched, accumulated all of our agreements and made sure everybody was compliant. She didn't find any deviations on that except for one with Ritter Communications, where we are supposed to be provided the equivalent of a peg channel cost in the agreement. We're still working with Ritter on determining what the value of that is and how we're going to reconcile what would be owed us for the number of years that's prevailed in the agreement. So, we're still working through that one. The other thing I have had her working on is in the past the city was supposed to do audits on Alcoholic Beverage Control tax or hotel/motel tax, they really weren't done or done to the level that I would have expected. So, I did have her focus quite a bit on that this spring. We did uncover a few discrepancies. One business had not even paid or filed for ABC tax since they went into operation last year. They owe us roughly $\$ 7,500$ of arrears. She caught that. She also caught another one that failed to report properly. So, that's a couple examples of the money she found and the work on the $A B C$ side. On the hotel side, everybody was in compliance, but they're now reporting on a different format where they're providing copies of their state returns, as well, which they should have been doing it in the past, but they weren't. In addition to finding some money, we've also fine-tuned the process and how we're doing that. My hope is that at the end of her service she can hand that off to the people in the Collections Department, and give them some kind of a format and have the people doing the remittances, the establishments and a pattern providing information timely and correctly. So, that's really been the focus of her work. She has benefited us in some other areas, as well. I can get into more detail if you want. I've also had her involved in the 5G ordinance drafting, where we're gonna need to come up with an ordinance to allow companies like AT\&T and Verizon to come in and put the microcell small $G$ cells in the city so they can provide 5G service to the city. She has been very valuable in this process because of her background working with Suddenlink. It's a business that she understands so, she has really provided a lot of service and value there. I also had her looking at all of our telephony and she has been working with Information Systems Director Jason Ratliff and we have uncovered what we think is probably some fairly decent savings on our phone bills and also on our internet service. We've had her working on those projects, as well. We started out strictly in the franchise area, but because of her background and expertise, it just made sense to kind of push her over into some of these areas and let her look, as well. So, I think at the end of the day, there is some fairly good fruit that this has yielded for us in dollars that we recovered on the audit side, as well as her consulting expertise in the areas that we can utilize that benefit going down the road.

Chairmember Hafner asked Mr. Reznicek if he could give an update on the audit of the equipment. Mr. Reznicek said we did an audit of the vehicles in the city. We did a $100 \%$ audit of all the vehicles. We took pictures of all the cars. We took pictures of the vehicle identification number (VIN), side shots of the cars and had people indicate the condition of the car. We gave them a coding system and now we have all this loaded into Springbook, our financial software. You can go in and pull up every vehicle belonging to the city. You can see a picture of the vehicle, a side shot, a picture of the VIN, the date of the last hands-on physical audit completed on that vehicle, as well as a description marker, whether it was in good, poor or excellent condition. It was a pretty extensive undertaking, but through it, we found a number of vehicles that were no longer in service, had been scrapped or were sitting on the parking lot, for example, at the police department, that we were able to take off our insurance policy. So, there's a benefit there, as well as having an accounting of all the vehicles, because, obviously, that's one of the major investments the city has in capital equipment. Councilmember L.J. Bryant asked if we had a better system going forward when we get a new vehicle or a vehicle goes out of service. Mr. Reznicek said yes. That's part of the process now when we get new equipment. We do that inventory, take the pictures and this gives us
the ability to easily identify when vehicles go out of service. We have hands-on inventory now, so we have a starting point, where before you were uncertain whether you had a good starting point. Today, going forward, we do have that. We have, what I would call, a pristine accounting of the vehicle inventory. Mayor Perrin said when you get ready to go to budget this year, it's going to be a whole lot easier. We can pull it up by department. So, when they request a certain number of vehicles and the condition they're in, we're going to be able to pull it up and look at it - the mileage, the year and the whole thing.

Chairmember Hafner said I know Springbrook is the accounting system, but was that list also used by the police department and fire department to make sure their lists were clean too, as far as ways to keep up with maintenance and stuff. Mr. Reznicek said that's a good idea. Mayor Perrin said it's a different list. Chairmember Hafner said I know it's a different list, but you don't want to have Springbook be right and the police maintenance program be off. Mayor Perrin said the police have a different software entirely on all of their inventory, as well as when it tells when to pull in for maintenance, etc. Chairmember Hafner said I just want to make sure that is up to date too based on this information. Mayor Perrin said that is up to date and also, we have one at the shop that if any of our cars go to the shop for oil change, etc., it's entered in there, too. Chairmember Hafner said I know they're different systems. I just want to make sure they're in sync. Mayor Perrin said the maintenance has been on there, but we just didn't take the full inventory. On what Mr. Reznicek is talking about is where the vehicle is actually at.

Councilmember David McClain said the inventory you're talking about is just on different department vehicles, not police, not fire. Mayor Perrin said every vehicle. Mr. Reznicek said every vehicle, everything that moves that's owned by the city, everything on wheels, trucks, sanitation, JETS buses, and everything. Councilmember McClain said okay. Mr. Reznicek said they could conceivably use the Springbook list now. They could pull that report and compare it to what they are showing on their maintenance software. Chairmember Hafner said that's one of the things I have harped on before. My background is making sure we have a good PM system and that we're not missing the different PMs on all this equipment. When you start missing PMs, that's when your equipment starts breaking down and costing you a lot more than if you just changed the oil.

Mayor Perrin said one thing I want to bring up is that we have been selling our police cars for about \$1,500 each, if I'm not mistaken, to cities in Craighead County, which was more than we have been getting on the auctions, which is $\$ 1,200$ to $\$ 1,400$. I'm probably going to be getting a letter from Black River Technical College (BRTC), where we train our people, and they would like to have one or two of those cars. I don't have a problem making a donation and we can do that, but it will have to be approved through the City Council. Also, Camden, Arkansas, probably wants one or two of our cars, as well. That is Jamie Cook, who is over all that. Governor Asa Hutchinson put her over all the training and enforcement of the police officers. I have talked to Chief Rick Elliott about this and, when we get those vehicles ready to do that, then we'll come to the City Council and ask for permission to make a contribution. Sometimes we send people to Camden, but most of our people go to BRTC. It would be a good donation for us to do that, but that's after we check with our people within the county. I had one and Egypt called, and then they decided they didn't want the vehicle and that's fine.

## 7. Public Comments

## 8. Adjournment

A motion was made by Councilperson David McClain, seconded by Councilperson Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.
Aye: 4-Ann Williams;John Street;David McClain and LJ Bryant
Absent: 1- Charles Coleman

Legislation Details (With Text)

| File \#: | ORD-18:045 | Version: 1 | Name: | WAIVE COMP A CONTRACT LLC FOR THE SOFTWARE SOFTWARE AMENDING T DECLARING | D AUTHO OLUTION E CADLI ARTBOA MENT, D |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Type: | Ordinance |  | Status: | To Be Introduc |  |
| File created: | 6/20/2018 |  | In control: <br> Final action | Finance \& Adm | mmittee |
| On agenda: |  |  |  |  |  |
| Title: | AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH HANGAR 14 SOLUTIONS, LLC FOR THE USE OF STREETWISE CADLINK SOFTWARE AND STREETWISE SMARTBOARD SOFTWARE BY THE FIRE DEPARTMENT, AMENDING THE 2018 BUDGET, AND DECLARING AN EMERGENCY |  |  |  |  |
| Sponsors: | Fire Department, Information Systems, Finance |  |  |  |  |
| Indexes: | Budget amendment, Contract |  |  |  |  |
| Code sections: |  |  |  |  |  |
| Attachments: | Jonesboro, AR- StreetWise CADlink Service Agreement (2).pdf |  |  |  |  |
|  | Integration for Relativity and Streetwise |  |  |  |  |
|  | Turn-Key Mobile Proposal |  |  |  |  |
|  | iPad Cost |  |  |  |  |
|  | Display Cost |  |  |  |  |
| Date | Ver. Action By |  |  |  | Result |

## AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH HANGAR 14 SOLUTIONS, LLC FOR THE USE OF STREETWISE CADLINK SOFTWARE AND STREETWISE SMARTBOARD SOFTWARE BY THE FIRE DEPARTMENT, AMENDING THE 2018 BUDGET, AND DECLARING AN EMERGENCY <br> WHEREAS, the existing mapping solution used by the City of Jonesboro does not allow for fire service specific items such as updated mapping with hydrant locations and business pre-plans, leaving the Fire Department reliant on dated paper maps when responding to emergency calls; and

WHEREAS, Hangar 14 Solutions, LLC is the sole source provider for the Streetwise CADlink software that not only integrates with the current CAD system in use by the City of Jonesboro, but is also designed specifically for the fire service industry in allowing for the items stated above to be available electronically through the use of iPads; and

WHEREAS, the Fire Department recommends entering into a contract with Hangar 14 Solutions, LLC providing user licenses for the Streetwise CADLink software and StreetWise SmartBoard software for \$6,060 annually plus initial setup charges; and

WHEREAS, the City of Jonesboro passed the 2018 Budget in Ordinance Number 17:087, which will need to be amended in order to effectuate said agreement; and

File \#: ORD-18:045, Version: 1

WHEREAS, the budgeted 2018 expenditure increases will consists of the following:
01-102-0296-00
Computer Software
\$ 6,750
01-102-0228-00
01-102-0318-00
01-110-0224-00
01-110-0232-00

Subscriptions and Dues
\$ 4,860
Maintenance Contracts
\$ 1,200
Supplies
Minor Equipment \& Furniture
\$ 320
\$ 24,150

WHEREAS, funding for the execution of this agreement shall come from General Fund Excess reserves.
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION ONE: That the City Council in accordance with the terms of A.C.A. Section 14-58-302 hereby waives the requirement of competitive bidding deeming it unfeasible due to the following: (1) Hangar 14 Solutions, LLC is the sole source for Streetwise CADLink software that will integrate into the City's current CAD solution.

SECTION TWO: The Mayor is hereby authorized by the City Council for the City of Jonesboro. Arkansas, to execute all documents necessary to effectuate this agreement.

SECTION THREE: The 2018 Budget is hereby amended to increase the Fire Department Budget by $\$ 12,810$ for the purchase StreetWise CADLink software and StreetWise SmartBoard software, and to increase the Information Systems Department budget by $\$ 24,470$ to purchase the iPads, mounting hardware, and display equipment necessary for the operation of Streetwise CADLink software and StreetWise SmartBoard software.

SECTION FOUR: It is further found that due to the immediate need to acquire this mapping solution to provide the Fire Department with up-to-date information while responding to emergency calls, an emergency is declared to exist and this ordinance being necessary to provide for the safety of the public shall take effect from and after its passage and approval.

## SOFTWARE AND SERVICES PURCHASE AGREEMENT

This agreement is entered into effective on the date of between HANGAR 14 SOLUTIONS, LLC, a North Carolina limited liability company, located at 249 Normandy Road, Mooresville, NC 28117 (hereinafter referred to as "Hangar 14" or "Supplier"), and CITY OF JONESBORO, ARKANSAS- FIRE DEPARTMENT, a governmental entity located at (hereinafter referred to as "Client").

## Terms and Conditions:

Hangar 14 will act as a provider of certain computer applications, collectively known as "StreetWise CADlink®" (the "Products"), which will collect and disseminate incident response data for Client and which utilizes software designed to operate on various mobile or fixed computing devices and includes 'cloud' platform data storage and management services, and Client does desire to retain the services of Hangar 14 in order to obtain the Products, and Hangar 14 is willing and able to accept such assignment.

In consideration of the mutual covenants and agreements herein contained, the parties do agree as follows:

1. Term. Hangar 14 shall act as a supplier to Client of the Products designed and provided by Hangar 14 for a period of one year from the Effective Date, unless terminated sooner in accordance with the provisions hereof. During this initial one-year term, Hangar 14 agrees that all prices on the indivdual unit subscriptiion fees will remain as indicated in this agreement and without increase. This Agreement shall renew automatically for additional one year terms unless terminated as provided herein.
2. Products Deliverable. Client will be provided access and use of the StreetWise CADlink® mobile response software system through the issuance of an End User License Agreement (Appendix A of this agreement) that shall remain valid throughout the term of this agreement. By signature of this service agreement, Client hereby acknowledges that the End User License Agreement has been reviewed and affirms that the Products software will only be used within the terms of the End User License Agreement and that any such license is invalidated upon termination of this service agreement for any reason.
3. Compensation. During the term of this Agreement, for the services of the Supplier in providing and servicing the Products to the Client, Client agrees to pay to the Supplier the amounts specified below:
(a) A non-refundable set-up fee in the amount of Two Thousand Five Hundred dollars $\mathbf{( \$ 2 , 5 0 0 . 0 0}$ ) representing the initial startup and activation of the StreetWise ${ }^{\mathrm{TM}}$ account, to be invoiced at the effective date of this agreement; and,
(b) A non-refundable custom API programming fee in the amount of One Thousand Two Hundred Fifty dollars $\mathbf{( \$ 1 , 2 5 0 . 0 0})$ representing the initial custom setup of the StreetWise ${ }^{\mathrm{TM}}$ to CAD Bi-directional API for location and status changes, to be invoiced at the effective date of this agreement; and,
(c) An annual subscription fee in the amount of Six Thousand Sixty dollars $\mathbf{( \$ 6 , 0 6 0 . 0 0})$ representing, collectively, the $\mathbf{1 3}$ licenses for operating the "StreetWise CADlink MDT" Software, 7 licenses for operating the "StreetWise SmartBoard" station information display software, and an annual maintenance fee of \$1200 for the CAD Bi-directional API. Subscription fees may be invoiced annually, semi-annually or quarterly, starting with the date service is active and made available for use by the Client.
(d) Subsequent to the initial startup of the account, Client may add to the number of device subscriptions in any category by providing written request to the Supplier, and any such additions will use the subscription pricing provided in items i through iii of this agreement shown below. Any such additions made during an annual billing period will result in a pro-rated invoice through the end of the current annual billing period, then an associated increase in the following year's total subscription fees.
(i) An annual fee in the amount of One Hundred Eighty dollars (\$180.00) per device which utilizes the Product known as "StreetWise CADlink Tablet MDT Software"
(ii) An annual fee in the amount of Thirty-Six dollars (\$36.00) per device which utilizes the Product known as "StreetWise Responder Smartphone Software" intended for the devices carried by individual personnel
(iii) An annul fee in the amount of Three Hundred Sixty Dollars (\$360.00) per station/facility which utilizes the Product known as "StreetWise SmartBoard Station Monitor Software"
(iv) An annul fee in the amount of One Hundred Twenty Dollars (\$120.00) per additional SmartBoard SmartAdapter for additional television monitors at a subscribed station using the Product known as "StreetWise SmartBoard Station Monitor Software"
4. Termination of Agreement. All liabilities and obligations of the parties to each other under this Agreement shall cease and terminate upon either of the events specified below:
(a) Either party may, without notice to the other party, terminate this Agreement for the violation by the other party of any of the material covenants contained in this Agreement. or
(b) If Client is unable to obtain appropriations to fund the Products from its affiliated governmental entity, Client will give Hangar 14 immediate notice of its inability to obtain the said funding and this Agreement shall be immediately terminated.
5. Confidentiality and Data Security. Hangar 14 agrees not to disclose any confidential information of Client to any person or persons outside the employment of Client or use such information for Hangar 14's own benefit, whether during
or subsequent to the term period of this Agreement. Hangar 14 agrees to use all reasonable and prudent measures to maintain the security of Client data during or subsequent to the term period of this Agreement.
6. Additional Training. Hangar 14 will provide access to video tutorials to Client for self-training on use of the Products. Additional fee-based training is also available from Supplier, if desired, but is solely optional for the client. Fees for the optional training shall be charged as follows:

- Onsite Training - 2 Days - One StreetWise trainer will train up to 25 attendees, at one time for $\mathbf{\$ 3 , 0 0 0}$.
- Online Training - One StreetWise trainer will provide 3 hours of online webinar training for $\$ \mathbf{3 7 5}$.
- Online Training - One StreetWise trainer will provide 1 hour of webinar training for $\mathbf{\$ 1 2 5}$

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement, and if the claim of invalidity or unenforceability of any provision is based on the length of the term of a covenant contained herein, such provision shall not be deemed invalid or unenforceable, but shall be deemed modified to the maximum term of duration as any court of competent jurisdiction rules is reasonable and is valid and enforceable.
8. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below. This requirement does not include such communication as may be required for set-up and onboarding of the Client by the Supplier, which may be made by phone or email:

## If to Hangar 14:

Hangar 14 Solutions, LLC
Attention: Philip A. Kouwe, Manager
249 Normandy Road
Mooresville, NC 28117
Phone: 800-718-8027
Email: pkouwe@hangar14solutions.com

## If to Client:

Project Liaison:
Phone:
Email:
9. Force Majeure. Any party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.

The parties hereto have executed and delivered this Agreement as of the day and year first above written.

## HANGAR 14 SOLUTIONS, LLC

By: Sisppthawn
Philip A. Kouwe, President/CEO

## CLIENT:

By: $\qquad$

Name: $\qquad$

Title: $\qquad$

## Appendix A: StreetWise CADlink End User License Agreement

## License

Under this End User License Agreement (the "Agreement"), Hangar 14 Solutions, LLC (the "Vendor") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use StreetWise CADlink (the "Software").
"Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the Products.

Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

The Software may be loaded onto no more than one computer. A single copy may be made for backup purposes only.
The rights and obligations of this Agreement are rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.

The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

## License Fee

The StreetWise CADlink subscription service fees paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

## Limitation of Liability

The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the subscription service fees of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of products, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

The Vendor does not warrant that any location information for incidents, pre-incident plans, hydrants, waypoints, or devices will be error-free. By its very nature, geocoding of location information (the transformation process of addresses and places to coordinates) can be imperfect. Information and mapping provided by this software should never be the sole reference for location by users of the software.

The Vendor may remedy any non-conforming Software by providing a refund of the subscription service fees or, at the Vendor's option, repair or replace any or all of the Software.

Any refund provided under this section may be reduced where the Licensee has gained significant use and value from the Software.

## Warrants and Representations

The Vendor warrants and represents that it is the owner of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

## Acceptance

All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on installation of the Software.

## User Support

The Licensee will be entitled to of phone support available 24 hours per day 7 days per week, at no additional cost for the duration of a valid StreetWise CADlink service subscription.

The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for the duration of a valid StreetWise CADlink service subscription from the date of Acceptance.

## Term

The term of this Agreement will begin on Acceptance and will continue for the duration of a valid StreetWise CADlink service subscription. At the end of the term of this Agreement the Licensee must destroy all copies of the Software in their possession.

## Termination

This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

## Force Majeure

The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

## Governing Law

The Parties to this Agreement submit to the jurisdiction of the courts of the State of Arkansas for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Arkansas.

## Miscellaneous

This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

## Notices

All notices to the Vendor under this Agreement are to be provided at the following address: Hangar 14 Solutions, LLC, 249 Normandy Road, Mooresville, NC 28117

## RPS - Streetwise Integration

## Project Summary

The RPS to Streetwise Interface has two key functions relative to the CAD system.

- RPS needs to send them (push) the dispatch calls that belong to the fire department, and send them status updates when the call status changes
- RPS needs to receive and process the unit status and location sent by Streetwise AVL (pull).


## RPS - Streetwise Configuration Program

GOAL: To have a way for the IT staff to maintain/modify settings as infrastructure elements change.
The configuration program will allow the user to configure settings for the services. That information will be stored in an XML file and in tables in the RPS database

## RPS To Streetwise - New/Updated Dispatch Calls

GOAL: To get accurate call information to the Fire Units in the shortest possible timeframe.
RPS needs to send new and updated Dispatch Calls to Streetwise using a webservice. To accomplish this, there will be a windows service polling the database for new and updated dispatch calls to send to Streetwise. When it finds one, it will send it, and log that it was sent in the database.

## Streetwise to RPS - Unit Locations and Status

GOAL: To capture Fire Unit location and place it into the central unit location geo-store so it is visible to dispatch in real-time and so that historical analysis and replay can be performed.

Streetwise will send location and status messages from the units every 5 seconds, to an RPS webservice. The message will include unit location, heading, and speed, along with a unit status.

The RPS webservice will read those incoming messages and log them to the database. It will also monitor the incoming data stream for status changes, and when change is detected, it will update the unit status, and if needed the call status.

There will be an RPS Windows service that reads the messages from the database and pushes those location updates to the Compasstrac LDE. This program will need to establish a socket to the LDE, and keep that connection open. It will be robust enough to handle temporary outages and reconnect as soon as possible.

Relativity Inc re=lativity, inc.
PO Box 28
Jonesboro, AR 72403 US
(870)802-3622
http://www.relativityinc.com

## ADDRESS

## ESTIMATE 1028

Jonesboro Fire Department
Jonesboro Fire Department
DATE 06/04/2018

| ACTIVITY | QTY | RATE | AMOUNT |
| :--- | ---: | ---: | ---: | ---: |
| RPS-Integration Services <br> Integration with Streetwise $(\$ 150 /$ hour at <br> estimated 40 hours (see attached <br> documentation)) | 40 | 150.00 | $6,000.00$ |
| Customer Discount <br> Hometown discount | 40 | -75.00 | $-3,000.00$ |


| Date | Proposal \# |
| :---: | :---: |
| $6 / 18 / 2018$ | 21858 |

## Name / Address

| City of Jonesboro |
| :--- |
| 515 West Washingston Ave. |
| Jonesboro, AR 72401 |
| tshaver@jonesboro.org |



## Your Cart

Please review your order and continue to checkout.

| Package |  | Qty | Product |  | Today | Monthly |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Purchase New Service and Equipment | Device | 13 | Apple iPade Pro (12.9-inch) 256 GB in Space Gray Price After Promotion | Change | $\begin{aligned} & \$ 12,739.87 \\ & \$ 12,089.87 \end{aligned}$ |  |
| Package 1 <br> 2 year contract <br> Quantity <br> 13 | SIM Card | 13 | 4G SIM Card |  | FREE |  |
|  | Plan |  | † 4G Mobile Broadband 5GB | Change |  | \$519.87 |
|  | Features |  | $\pm$ Chargeable or Selected Features | Change |  | \$0.00 |
| Copy Package \| Remove |  |  | $\pm$ Included Free |  |  |  |
| Save for future use | Accessories | 13 | Defender Series Case for 12.9-inch iPad Pro - Black | Change | \$1,267.37 |  |
|  | Shipping Method |  | Free Overnight Shipping (OVERNIGHT) | Change | FREE |  |
|  | Taxes and Fees |  | Taxes * |  |  |  |
|  |  |  |  | Totals | \$13,357.24 | \$519.87 |

In Stock
prime
$\square$ This is a gift Learn more
Delete Save for later


Vounting Dream MD2377 TV Wall Mount Bracket for most of 26-55 Inch LED, LCD, OLED Flat Screen TV with
Full Motion Swivel Articulating Arm up to VESA 400x400mm and 60 lbs with Tilting
In Stock
prime
$\square$ This is a gift Learn more
Delete Save for later
$\$ 498.00$

## Sony KD43X720E 43-Inch 4K Ultra HD Smart LED TV (2017 Model)

In Stock
prime
$\square$ This is a gift Learn more
Delete Save for later

## Gefen Extender for HDMI with POL (GTB-HDBT-POL-BLK)

In Stock
Ships in Certified Frustration-Free Packaging
Shipped from: QUICK ONLINE
Gift options not available. Learn more
Delete | Save for later

| File \#: | RES-18:098 | Version: 1 | Name: | CONTRACT WITH JONESBORO JETS, INC. |
| :--- | :--- | :--- | :--- | :--- |
| Type: | Resolution |  | Status: | To Be Introduced |
| File created: | $6 / 14 / 2018$ |  | In control: | Finance \& Administration Council Committee |
| On agenda: |  | Final action: |  |  |
| Title: | A RESOLUTION TO CONTRACT WITH JONESBORO JETS, INC. |  |  |  |
| Sponsors: | Parks \& Recreation |  |  |  |
| Indexes: | Contract |  |  |  |
| Code sections:    <br> Attachments: JONEBORO JETS EXHIBIT A   <br> Date Ver. Action By   |  |  |  | Result |

A RESOLUTION TO CONTRACT WITH JONESBORO JETS, INC.
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 of Jonesboro 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 of Jonesboro 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 respective obligations of the parties regarding the use and maintenance of the Facilities;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, In consideration of the promises and the reciprocated covenants and obligations contained herein, the parties aggress as follows in EXHIBIT A.

The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all document necessary to effectuate the agreement.

## EXHIBIT A

## FACILITY USAGE AGREEMENT FOR <br> 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 14th Day of May 2018 (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 11, 2018 to August 31, 2018 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 $6: 05 \mathrm{pm}$ to $6: 50 \mathrm{pm}$ 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 $2 \mathrm{key}(\mathrm{s})$ 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 CTTY 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 $\mathbf{\$ 5 , 0 0 0}$ 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.
b) Additionally, if CITY defaults in performance of this Agreement, and after written notice from JETS, CITY fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then JETS may terminate this Agreement.

## VII. Assignability and Exclusivity

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

## VIII. Notices

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

JETS
By:
Name: $\qquad$
Title: $\qquad$
CITY:
Danny Kapales; Director
CITY OF JONESBORO
Parks and Recreation
3009 Dan Avenue
Jonesboro, AR 72401

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

## IX. Miscellaneous Provisions.

1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized 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


CITY OF JONESBORO

By: $\qquad$
Name: Harold Perrin $\qquad$
Title: __MAYOR
Date:

## ATTEST

Donna Jackson, City Clerk, CMC

# Legislation Details (With Text) 



## RESOLUTION FOR THE ADOPTION OF AN AMENDED REGULATED PRIVILEGE LICENSE FEE SCHEDULE FOR THE COLLECTIONS DEPARTMENT

BE IT RESOLVED by the Jonesboro City Council for the City of Jonesboro, Arkansas that the following Regulated Privilege License Fee Schedule for the Collections Department be adopted as follows and shall take effect upon passage of this resolution:

City of Jonesboro Collections Department Privilege License Fees

## Auto Sales

\& Services

| 51 | Butane Gas Distributors | $\$ 375.00$ |
| :--- | :--- | :--- |
| 027h | Car Washes | $\$ 100.00$ |
| 115a | Gas-Oil-Bulk Plant | $\$ 375.00$ |
| 118 b | Glass Sales and Installation | $\$ 100.00$ |
| 027e | Leasing and Rentals | $\$ 100.00$ |
| 163a | Motorcycle Dealer: New and Used (copy of state issued lic.) | $\$ 245.00$ |
| 163 b | Motorcycle Repair only | $\$ 125.00$ |
| 027a | New Auto Dealer: Each Location (Copy of State Issued Lic) | $\$ 400.00$ |
| 027b | New Boat Dealer (copy of state issued lic.) | $\$ 400.00$ |
| 027g | Parking Lots-Rentals/Park \& Sell | $\$ 100.00$ |
| 027l | Recapping | $\$ 100.00$ |
| 027f | Repair Shops-Garages-Generator Radiator Shops | $\$ 125.00$ |
| 028a | Service Station - First Pump 75, each additional 20 | $\$ 75.00$ |
| 027n | Towing | $\$ 100.00$ |
| 027c | Used Auto Dealer: Ea. Location (copy of state issued lic.) | $\$ 245.00$ |
| 027d | Used Boat Dealer (copy of state issued lic.) | $\$ 245.00$ |

File \#: RES-18:099, Version: 1

## Bakeries/Pa <br> stries

| 033c | Bakery Depot/Thrift | $\$ 75.00$ |
| :--- | :--- | :--- |
| 033a | Retail Basketries-Pastry | $\$ 125.00$ |

## Banking \&

Loan

| 034c | Banks - Per Branch | $\$ 226.50$ |
| :--- | :--- | :--- |
| $147 a$ | Loan Company-Personal | $\$ 226.50$ |
| 147 c | Loan Real Estate Auto | $\$ 226.50$ |
| 147 b | Loan Savings | $\$ 226.50$ |
| 034 a | Main Bank | $\$ 2,720.00$ |

## Bottlers

| 043d | Agents and Distributors | $\$ 175.00$ |
| :--- | :--- | :--- |
| 043c | Bottlers Over 2,000 Cases/Day | $\$ 400.00$ |

Cleaners/La
undry

| 065b | Cleaner-Pressers-Laundry | $\$ 125.00$ |
| :--- | :--- | :--- |
| 66 | Coin Operated Self-Serve Laundry | $\$ 125.00$ |
| $146 a$ | Linen/Towel/Uniform | $\$ 275.00$ |
| $146 b$ | Uniform Service Only | $\$ 375.00$ |

## Constructio

n/Contracto
rs

| 074c | Contractor/Realtor | $\$ 175.00$ |
| :--- | :--- | :--- |
| 074a | General Contractor | $\$ 225.00$ |
| 074b | House Builders | $\$ 175.00$ |
| 074d | Subcontractors | $\$ 100.00$ |

Hotel/Motel

| 127 a | Hotel 1 to 9 Rooms | $\$ 100.00$ |
| :--- | :--- | :--- |
| 127 b | Hotel 10 to 19 Rooms | $\$ 125.00$ |
| 127 c | Hotel 20 to 29 Rooms | $\$ 150.00$ |
| 127 d | Hotel 30 to 39 Rooms | $\$ 175.00$ |
| 127 e | Hotel 40 to 49 Rooms | $\$ 225.00$ |
| 127 f | Hotel 50 to 74 Rooms | $\$ 275.00$ |
| 127 g | Hotel 75 to 99 Rooms | $\$ 325.00$ |
| 127 h | Hotel 100 to 150 Rooms | $\$ 400.00$ |
| 127 i | Hotel 151 and over Rooms | $\$ 450.00$ |

Ice
131a Ice Dealer Manufacturing Frozen Food Locker \$125.00
131b Ice Dealer W/Truck \$75.00

## Ice Cream

| 130a | Ice Cream Drive in | $\$ 125.00$ |
| :--- | :--- | :--- |
| 130c | Ice Cream Manufacturing/Storage/Wholesale | $\$ 225.00$ |
| $130 b$ | Ice Cream Vendor per Truck | $\$ 75.00$ |

Itenerant
Merchants
(4 months)
177 Door to Door Sales \$75.00

Machinery

| 149b | Machine Rentals | $\$ 100.00$ |
| :--- | :--- | :--- |
| 149a | Machine Shop | $\$ 125.00$ |
| 149d | New and Used Machinery | $\$ 375.00$ |

## Manufactur

ers

| 152a | Manufacturers 1 to 5 Employees | \$100.00 |
| :---: | :---: | :---: |
| 152b | Manufacturers 6 to 15 Employees | \$150.00 |
| 152c | Manufacturers 16 to 30 Employees | \$200.00 |
| 152d | Manufacturers 31 to 40 Employees | \$375.00 |
| 152e | Manufacturers 41 to 50 Employees | \$525.00 |
| 152f | Manufacturers 51 to 55 Employees | \$600.00 |
| 152g | Manufacturers 56 to 65 Employees | \$650.00 |
| 152h | Manufacturers 66 to 80 Employees | \$700.00 |
| 152i | Manufacturers 81 to 90 Employees | \$875.00 |
| 152j | Manufacturers 91 to 99 Employees | \$1,025.00 |
| 152k | Manufacturers 100 to 120 Employees | \$1,100.00 |
| 152l | Manufacturers 121 to 140 Employees | \$1,142.00 |
| 152m | Manufacturers 141 to 160 Employees | \$1,150.00 |
| 152n | Manufacturers 161 to 180 Employees | \$1,375.00 |
| 1520 | Manufacturers 181 to 199 Employees | \$1,525.00 |
| 152p | Manufacturers 200 to 220 Employees | \$1,600.00 |
| 152q | Manufacturers 221 to 240 Employees | \$1,650.00 |
| 152r | Manufacturers 241 to 260 Employees | \$1,700.00 |
| 152s | Manufacturers 261 to 280 Employees | \$1,875.00 |
| 152t | Manufacturers 281 to 299 Employees | \$2,025.00 |
| 152u | Manufacturers 300 \& Over Employees | \$2,525.00 |

## Meat

| $155 c$ | Meat Market/Wholesale | $\$ 350.00$ |
| :--- | :--- | :--- |
| $155 a$ | Meats Packing House | $\$ 550.00$ |

Media

| 88 | Directories/Printing/Publishing | \$275.00 |
| :---: | :---: | :---: |
| 166a | Newspaper Publisher/Daily | \$1,100.00 |
| 193a | Radio Station | \$600.00 |
| 279 | Talnaicinn ctatinn | cara no |

File \#: RES-18:099, Version: 1

| くく4 | erevisivisativir | \u<u.u |
| :---: | :---: | :---: |
| Medical <br> Marijuana |  |  |
| 289 | Cultivation Center | \$300.00 |
| 290 | Dispensary | \$300.00 |
| Medical <br> Professional |  |  |
|  |  |  |
| s |  |  |
| 22 | Artificial Limbs | \$100.00 |
| 62 | Chiropodist (each) | \$250.00 |
| 63 | Chiropractor (each) | \$200.00 |
| 78 | Counseling Service (each) | \$125.00 |
| 83 | Dental Lab | \$200.00 |
| 84 | Dentist (each) | \$200.00 |
| 279 | Medical Laboratories | \$200.00 |
| 188 | Medical Professionals not classified (each) | \$200.00 |
| 172 | Optometrist (each) | \$200.00 |
| 180 | Physicians (each) | \$300.00 |
| 189 | Psychologists (each) | \$200.00 |
| 280 | Therapist (each) | \$200.00 |
| 233 | Veterinarians | \$200.00 |
| Mobile Homes |  |  |
|  |  |  |
| 159a | Mobile Home Repairs/Escort | \$100.00 |
| 159c | New Mobile Home Sales | \$325.00 |
| 159d | Used Mobile Home Sales | \$225.00 |
| Realtors |  |  |
| 195b | Real Estate Agent (each) | \$40.00 |
| 195a | Real Estate Broker (each) | \$125.00 |
| Recreation |  |  |
| 285 | Bands | \$100.00 |
| 44 | Bowling Alley | \$480.00 |
| 055a | Carnival-Rides-Games | \$100.00 |
| 244 | Circus | \$100.00 |
| 286 | Clowns | \$100.00 |
| 080c | Dance Hall | \$400.00 |
| 162d | Drive In-Each | \$300.00 |
| 119c | Driving Range | \$100.00 |
| 287 | Entertainers | \$100.00 |
| 119a | Golf Course-Public | \$100.00 |
| 288 | Magicians | \$100.00 |
| 119b | Miniature Golf | \$100.00 |
| 162c | Movie Theater 1001 and over Seats | \$980.00 |
| --- | - . -. --- . - | +.-- -- |

File \#: RES-18:099, Version: 1

| 162a | Movie Theater 500 or less Seats | \$450.00 |
| :---: | :---: | :---: |
| 162b | Movie Theater 501 to 1000 Seats | \$700.00 |
| 184 | Pool Hall | \$100.00 |
| 194 | Recreation Centers | \$100.00 |
| 216 | Skating Rink | \$100.00 |
| Restaurants |  |  |
| 200a | Restaurants 1 to 20 Seats | \$75.00 |
| 200b | Restaurants 21 to 30 Seats | \$100.00 |
| 200c | Restaurants 31 to 40 Seats | \$125.00 |
| 200d | Restaurants 41 to 75 Seats | \$150.00 |
| 200e | Restaurants 76 to 100 Seats | \$185.00 |
| 200f | Restaurants 101 to 150 Seats | \$225.00 |
| 200g | Restaurants 151 to 225 Seats | \$265.00 |
| 200h | Restaurants 226 to 300 Seats | \$300.00 |
| 200i | Restaurants 300 and Over Seats | \$325.00 |
| 200j | Delicatessen/Mobile Vending/Take-out | \$125.00 |
| Retail <br> Businesses |  |  |
|  |  |  |
| 85 | Inventory Based Businesses | Varies |
| Roadside Food Stands |  |  |
|  |  |  |
| 109 | Fruit/veg/Dealer/Stand/Seasonal no pro-rated | \$75.00 |
| Schools/Inst ructional and Personal Developme nt |  |  |
| 20 | Art-Teachers/Class | \$75.00 |
| 080b | Dancing School/etc. | \$100.00 |
| 284 | Instructor | \$100.00 |
| 141 | Karate School | \$100.00 |

Second
Hand
Stores/Paw
n/Crafts

| 15 | Antique Stores | $\$ 100.00$ |
| :--- | :--- | :--- |
| 283 | Craft Malls | $\$ 100.00$ |
| 107 | Flea Markets/Storage/Outdoor/Contained Buildings | $\$ 100.00$ |
| 176 | Pawn Shop | $\$ 100.00$ |
| 211 | Second Hand/Consignment Shops | $\$ 100.00$ |

## Service

Businesses

File \#: RES-18:099, Version: 1

| 1 | Abstract | \$125.00 |
| :---: | :---: | :---: |
| 2 | Accountants | \$125.00 |
| 3 | Adjusters plus each Adjusters \$50 | \$175.00 |
| 5 | Advertising-Poster-Painter-Neon-Magnetic Signs | \$100.00 |
| 8 | Airplane-Sales-Schools-Service | \$100.00 |
| 277 | Ambulance Service | \$175.00 |
| 14 | Animal Clinics | \$175.00 |
| 13 | Answering Service | \$100.00 |
| 17 | Appraisers (each) | \$175.00 |
| 21 | Architect | \$125.00 |
| 18 | Armature Winding | \$100.00 |
| 25 | Attorney | \$175.00 |
| 026c | Auction house/Lot per Year | \$125.00 |
| 026a | Auctioneers-per person-per year | \$75.00 |
| 30 | Awnings, Shutters-Tent Fabric, and Metal | \$100.00 |
| 31 | Bail Bonds | \$100.00 |
| 32 | Bait Shops | \$100.00 |
| 037c | Barber and Beauty Schools | \$100.00 |
| 037a | Barber and Beauty Shops-Salons \$15 each additional chair | \$45.00 |
| 038a | Bicycle-Sales-Service | \$125.00 |
| 40 | Blue Print Map Makers: changed to fixed fee | \$75.00 |
| 41 | Bookkeeper/Secretarial Services | \$100.00 |
| 46 | Brokers (INC, SEC \& COMMOD) | \$100.00 |
| 49 | Business Machines-Equipment | \$100.00 |
| 50 | Business Schools | \$100.00 |
| 58 | Catering Services | \$100.00 |
| 64 | CB Shops | \$100.00 |
| 059b | Cement-Ready Mix per Truck | \$175.00 |
| 67 | Collection Agency | \$100.00 |
| 68 | Commercial Artist | \$100.00 |
| 071a | Computer-Sales-Service-Internet Business | \$125.00 |
| 72 | Concrete Manufacturing Plant | \$325.00 |
| 75 | Consulting Services | \$100.00 |
| 79 | Credit Bureau | \$150.00 |
| 081c | Data Processing-Equipment Services | \$100.00 |
| 82 | Delivery Services | \$100.00 |
| 89 | Distributors | \$125.00 |
| 90 | Draftsman | \$175.00 |
| 91 | Draperies-Installation-Manufacturing | \$100.00 |
| 92 | Dressmaker | \$100.00 |
| 095b | Elevators 750,000 Bushels or more | \$3,000.00 |
| 96 | Employment Agency | \$100.00 |
| 97 | Engineers | \$175.00 |
| 98 | Engravers | \$100.00 |
| 99 | Equipment Rental Agency | \$175.00 |
| 100 | Exterminators Plus Each Additional Truck \$50 | \$125.00 |
| 104a | Feed Mills and Store | \$125.00 |

File \#: RES-18:099, Version: 1

| 105 | Fire Extinguisher Services | \$100.00 |
| :---: | :---: | :---: |
| 106 | Fish Market or Peddler | \$100.00 |
| 108 | Florist-Nursery | \$175.00 |
| 110 | Funeral Homes and Directors | \$250.00 |
| 113 | Furniture Refinishing | \$100.00 |
| 122 | Guard Service | \$100.00 |
| 121b | Gun Repair-Sales | \$100.00 |
| 125 | Hearing Aid Agency | \$100.00 |
| 132 | Income Tax Service | \$125.00 |
| 136 | Inventory Service | \$100.00 |
| 137 | Iron Dealer | \$400.00 |
| 138a | Janitorial Service | \$100.00 |
| 139b | Jewelry Repair and Gold Dealers | \$100.00 |
| 142 | Kindergarten Daycare | \$100.00 |
| 144a | Landscaping | \$175.00 |
| 148 | Locksmith | \$100.00 |
| 153 | Massage Therapists | \$100.00 |
| 158 | Misc. Business (otherwise not classified) | \$100.00 |
| 165c | Musical Repair-Supply | \$125.00 |
| 206 | Nail Salon | \$100.00 |
| 167 | Nursery-Shrubbery Service | \$175.00 |
| 168 | Nursing Homes | \$100.00 |
| 171a | Optical Manufacturing-Supplies | \$175.00 |
| 178 | Pet Groomer | \$100.00 |
| 179b | Photographer Studio-Developer | \$75.00 |
| 185a | Printing Services | \$125.00 |
| 278 | Professions not classified | \$175.00 |
| 190 | Public Relations | \$100.00 |
| 193b | Radio and Audio Repair | \$100.00 |
| 199 | Repair Shops not classified | \$100.00 |
| 205a | Salvage Dealers | \$125.00 |
| 268 | Security Services | \$100.00 |
| 281 | Service Business not classified | \$100.00 |
| 214 | Sewing Machine-Service | \$100.00 |
| 215b | Shoe Repair Shops | \$100.00 |
| 218 | Stone-Monument | \$100.00 |
| 220 | Storage Rentals | \$100.00 |
| 221 | Tattoo Parlor | \$100.00 |
| 222 | Taxi Cab: Limousine per each vehicle | \$75.00 |
| 223b | Television Dealer-Repair | \$100.00 |
| 227 | Travel Agency | \$100.00 |
| 229 | Upholstery Shop | \$100.00 |
| 238 | Wig Shop | \$100.00 |
| 282 | Workout Gym | \$100.00 |
| 144b | Yard Mowing | \$100.00 |

File \#: RES-18:099, Version: 1
$\qquad$
247 Co-Ops \$1,100.00

## Vending

Machines
232c Amusement Vending Machines (each) \$20.00

73 Confectionery
\$100.00


Auto Sales \& Services

| 051 | Butane Gas Distributors | $\$$ | 375.00 |
| :--- | :--- | :--- | :--- |
| 027h | Car Washes | $\$$ | 100.00 |
| 115a | Gas-Oil-Bulk Plant | $\$$ | 375.00 |
| 118b | Glass Sales and Installation | $\$$ | 100.00 |
| 027e | Leasing and Rentals | $\$$ | 100.00 |
| 163a | Motorcycle Dealer: New and Used (copy of state issued lic.) | $\$$ | 245.00 |
| 163b | Motorcycle Repair only | $\$$ | 125.00 |
| 027a | New Auto Dealer: Each Location (Copy of State Issued Lic) | $\$$ | 400.00 |
| 027b | New Boat Dealer (copy of state issued lic.) | $\$$ | 400.00 |
| 027g | Parking Lots-Rentals/Park \& Sell | $\$$ | 100.00 |
| 027I | Recapping | $\$$ | 100.00 |
| 027f | Repair Shops-Garages-Generator Radiator Shops | $\$$ | 125.00 |
| 028a | Service Station - First Pump 75, each additional 20 | $\$$ | 75.00 |
| 027n | Towing | $\$$ | 100.00 |
| 027c | Used Auto Dealer: Ea. Location (copy of state issued lic.) | $\$$ | 245.00 |
| 027d | Used Boat Dealer (copy of state issued lic.) | $\$$ | 245.00 |

## Bakeries/Pastries

| 033c | Bakery Depot/Thrift | \$ | 75.00 |
| :--- | :--- | ---: | ---: |
| 033a | Retail Basketries-Pastry | $\$$ | 125.00 |

## Banking \& Loan

| 034c | Banks - Per Branch | $\$$ | 226.50 |
| :--- | :--- | ---: | ---: |
| 147a | Loan Company-Personal | $\$$ | 226.50 |
| $147 c$ | Loan Real Estate Auto | $\$$ | 226.50 |
| 147b | Loan Savings | $\$$ | 226.50 |
| 034a | Main Bank | $\$$ | $2,720.00$ |

Bottlers

| 043d | Agents and Distributors | \$ | 175.00 |
| :--- | :--- | :--- | :--- |
| 043c | Bottlers Over 2,000 Cases/Day | $\$$ | 400.00 |

Cleaners/Laundry

| 065b | Cleaner-Pressers-Laundry | $\$$ | 125.00 |
| :--- | :--- | :--- | :--- |
| 066 | Coin Operated Self-Serve Laundry | $\$$ | 125.00 |
| $146 a$ | Linen/Towel/Uniform | $\$$ | 275.00 |
| $146 b$ | Uniform Service Only | $\$$ | 375.00 |

## Construction/Contractors

| 074c | Contractor/Realtor | $\$$ | 175.00 |
| :--- | :--- | :--- | :--- |
| 074a | General Contractor | $\$$ | 225.00 |
| 074b | House Builders | $\$$ | 175.00 |
| 074d | Subcontractors | $\$$ | 100.00 |

## Hotel/Motel

| $127 a$ | Hotel 1 to 9 Rooms | $\$$ | 100.00 |
| :--- | :--- | :--- | :--- |
| $127 b$ | Hotel 10 to 19 Rooms | $\$$ | 125.00 |
| $127 c$ | Hotel 20 to 29 Rooms | $\$$ | 150.00 |
| $127 d$ | Hotel 30 to 39 Rooms | $\$$ | 175.00 |
| $127 e$ | Hotel 40 to 49 Rooms | $\$$ | 225.00 |
| $127 f$ | Hotel 50 to 74 Rooms | $\$$ | 275.00 |
| 127 g | Hotel 75 to 99 Rooms | $\$$ | 325.00 |
| 127 h | Hotel 100 to 150 Rooms | $\$$ | 400.00 |
| 127 i | Hotel 151 and over Rooms | $\$$ | 450.00 |

Ice
131a Ice Dealer Manufacturing Frozen Food Locker \$ 125.00

131b Ice Dealer W/Truck \$ 75.00

## Ice Cream

| 130 a | Ice Cream Drive in | $\$$ | 125.00 |
| :--- | :--- | :--- | :--- |
| 130 c | Ice Cream Manufacturing/Storage/Wholesale | $\$$ | 225.00 |

130b Ice Cream Vendor per Truck \$ 75.00

Itenerant Merchants (4 months)
177 Door to Door Sales \$ 75.00

Machinery

| 149b | Machine Rentals | $\$$ | 100.00 |
| :--- | :--- | :--- | :--- |
| $149 a$ | Machine Shop | $\$$ | 125.00 |
| 149d | New and Used Machinery | $\$$ | 375.00 |

Manufacturers

| 152a | Manufacturers 1 to 5 Employees | $\$$ | 100.00 |
| :--- | :--- | :--- | :--- |
| 152b | Manufacturers 6 to 15 Employees | $\$$ | 150.00 |
| 152c | Manufacturers 16 to 30 Employees | $\$$ | 200.00 |
| 152d | Manufacturers 31 to 40 Employees | $\$$ | 375.00 |
| 152e | Manufacturers 41 to 50 Employees | $\$$ | 525.00 |
| 152f | Manufacturers 51 to 55 Employees | $\$$ | 600.00 |
| 152g | Manufacturers 56 to 65 Employees | $\$$ | 650.00 |
| $152 h$ | Manufacturers 66 to 80 Employees | $\$$ | 700.00 |


| 152i | Manufacturers 81 to 90 Employees | \$ | 875.00 |
| :---: | :---: | :---: | :---: |
| 152j | Manufacturers 91 to 99 Employees | \$ | 1,025.00 |
| 152k | Manufacturers 100 to 120 Employees | \$ | 1,100.00 |
| 152l | Manufacturers 121 to 140 Employees | \$ | 1,142.00 |
| 152m | Manufacturers 141 to 160 Employees | \$ | 1,150.00 |
| 152n | Manufacturers 161 to 180 Employees | \$ | 1,375.00 |
| 152o | Manufacturers 181 to 199 Employees | \$ | 1,525.00 |
| 152p | Manufacturers 200 to 220 Employees | \$ | 1,600.00 |
| 152q | Manufacturers 221 to 240 Employees | \$ | 1,650.00 |
| 152r | Manufacturers 241 to 260 Employees | \$ | 1,700.00 |
| 152s | Manufacturers 261 to 280 Employees | \$ | 1,875.00 |
| 152t | Manufacturers 281 to 299 Employees | \$ | 2,025.00 |
| 152u | Manufacturers 300 \& Over Employees | \$ | 2,525.00 |

## Meat

| $155 c$ | Meat Market/Wholesale | $\$$ | 350.00 |
| :--- | :--- | :--- | :--- |
| $155 a$ | Meats Packing House | $\$$ | 550.00 |


| Media |  |  |
| :---: | :--- | ---: |
| 088 | Directories/Printing/Publishing | $\$$ |
| 275.00 |  |  |
| 166a | Newspaper Publisher/Daily | $\$$ |
| 193a | Radio Station | $\$$ |
| 224 | Television Station | $\$$ |

Medical Marijuana

| 289 | Cultivation Center | $\$$ | 300.00 |
| :--- | :--- | :--- | :--- |
| 290 | Dispensary | $\$$ | 300.00 |

## Medical Professionals

| 022 | Artificial Limbs | $\$$ | 100.00 |
| :--- | :--- | :--- | :--- |
| 062 | Chiropodist (each) | $\$$ | 250.00 |
| 063 | Chiropractor (each) | $\$$ | 200.00 |
| 078 | Counseling Service (each) | $\$$ | 125.00 |
| 083 | Dental Lab | $\$$ | 200.00 |
| 084 | Dentist (each) | $\$$ | 200.00 |
| 279 | Medical Laboratories | $\$$ | 200.00 |
| 188 | Medical Professionals not classified (each) | $\$$ | 200.00 |
| 172 | Optometrist (each) | $\$$ | 200.00 |
| 180 | Physicians (each) | $\$$ | 300.00 |
| 189 | Psychologists (each) | $\$$ | 200.00 |
| 280 | Therapist (each) | $\$$ | 200.00 |
| 233 | Veterinarians | $\$$ | 200.00 |

Mobile Homes

| 159a | Mobile Home Repairs/Escort | \$ | 100.00 |
| :---: | :---: | :---: | :---: |
| 159c | New Mobile Home Sales | \$ | 325.00 |
| 159d | Used Mobile Home Sales | \$ | 225.00 |
| Realtors |  |  |  |
| 195b | Real Estate Agent (each) | \$ | 40.00 |
| 195a | Real Estate Broker (each) | \$ | 125.00 |
| Recreation |  |  |  |
| 285 | Bands | \$ | 100.00 |
| 044 | Bowling Alley | \$ | 480.00 |
| 055a | Carnival-Rides-Games | \$ | 100.00 |
| 244 | Circus | \$ | 100.00 |
| 286 | Clowns | \$ | 100.00 |
| 080c | Dance Hall | \$ | 400.00 |
| 162d | Drive In-Each | \$ | 300.00 |
| 119c | Driving Range | \$ | 100.00 |
| 287 | Entertainers | \$ | 100.00 |
| 119a | Golf Course-Public | \$ | 100.00 |
| 288 | Magicians | \$ | 100.00 |
| 119b | Miniature Golf | \$ | 100.00 |
| 162c | Movie Theater 1001 and over Seats | \$ | 980.00 |
| 162a | Movie Theater 500 or less Seats | \$ | 450.00 |
| 162b | Movie Theater 501 to 1000 Seats | \$ | 700.00 |
| 184 | Pool Hall | \$ | 100.00 |
| 194 | Recreation Centers | \$ | 100.00 |
| 216 | Skating Rink | \$ | 100.00 |
| Restaurants |  |  |  |
| 200a | Restaurants 1 to 20 Seats | \$ | 75.00 |
| 200b | Restaurants 21 to 30 Seats | \$ | 100.00 |
| 200c | Restaurants 31 to 40 Seats | \$ | 125.00 |
| 200d | Restaurants 41 to 75 Seats | \$ | 150.00 |
| 200e | Restaurants 76 to 100 Seats | \$ | 185.00 |
| 200f | Restaurants 101 to 150 Seats | \$ | 225.00 |
| 200g | Restaurants 151 to 225 Seats | \$ | 265.00 |
| 200h | Restaurants 226 to 300 Seats | \$ | 300.00 |
| 200 i | Restaurants 300 and Over Seats | \$ | 325.00 |
| 200j | Delicatessen/Mobile Vending/Take-out | \$ | 125.00 |

## Retail Businesses

085 Inventory Based Businesses
Varies

Roadside Food Stands

| Schools/Instructional and Personal Development |  |  |  |
| :---: | :---: | :---: | :---: |
| 020 | Art-Teachers/Class | \$ | 75.00 |
| 080b | Dancing School/etc. | \$ | 100.00 |
| 284 | Instructor | \$ | 100.00 |
| 141 | Karate School | \$ | 100.00 |
| Second Hand Stores/Pawn/Crafts |  |  |  |
| 015 | Antique Stores | \$ | 100.00 |
| 283 | Craft Malls | \$ | 100.00 |
| 107 | Flea Markets/Storage/Outdoor/Contained Buildings | \$ | 100.00 |
| 176 | Pawn Shop | \$ | 100.00 |
| 211 | Second Hand/Consignment Shops | \$ | 100.00 |
| Service Businesses |  |  |  |
| 001 | Abstract | \$ | 125.00 |
| 002 | Accountants | \$ | 125.00 |
| 003 | Adjusters plus each Adjusters \$50 | \$ | 175.00 |
| 005 | Advertising-Poster-Painter-Neon-Magnetic Signs | \$ | 100.00 |
| 008 | Airplane-Sales-Schools-Service | \$ | 100.00 |
| 277 | Ambulance Service | \$ | 175.00 |
| 014 | Animal Clinics | \$ | 175.00 |
| 013 | Answering Service | \$ | 100.00 |
| 017 | Appraisers (each) | \$ | 175.00 |
| 021 | Architect | \$ | 125.00 |
| 018 | Armature Winding | \$ | 100.00 |
| 025 | Attorney | \$ | 175.00 |
| 026c | Auction house/Lot per Year | \$ | 125.00 |
| 026a | Auctioneers-per person-per year | \$ | 75.00 |
| 030 | Awnings, Shutters-Tent Fabric, and Metal | \$ | 100.00 |
| 031 | Bail Bonds | \$ | 100.00 |
| 032 | Bait Shops | \$ | 100.00 |
| 037c | Barber and Beauty Schools | \$ | 100.00 |
| 037a | Barber and Beauty Shops-Salons \$15 each additional chair | \$ | 45.00 |
| 038a | Bicycle-Sales-Service | \$ | 125.00 |
| 040 | Blue Print Map Makers: changed to fixed fee | \$ | 75.00 |
| 041 | Bookkeeper/Secretarial Services | \$ | 100.00 |
| 046 | Brokers (INC, SEC \& COMMOD) | \$ | 100.00 |
| 049 | Business Machines-Equipment | \$ | 100.00 |
| 050 | Business Schools | \$ | 100.00 |
| 058 | Catering Services | \$ | 100.00 |


| 064 | CB Shops | \$ | 100.00 |
| :---: | :---: | :---: | :---: |
| 059b | Cement-Ready Mix per Truck | \$ | 175.00 |
| 067 | Collection Agency | \$ | 100.00 |
| 068 | Commercial Artist | \$ | 100.00 |
| 071a | Computer-Sales-Service-Internet Business | \$ | 125.00 |
| 072 | Concrete Manufacturing Plant | \$ | 325.00 |
| 075 | Consulting Services | \$ | 100.00 |
| 079 | Credit Bureau | \$ | 150.00 |
| 081c | Data Processing-Equipment Services | \$ | 100.00 |
| 082 | Delivery Services | \$ | 100.00 |
| 089 | Distributors | \$ | 125.00 |
| 090 | Draftsman | \$ | 175.00 |
| 091 | Draperies-Installation-Manufacturing | \$ | 100.00 |
| 092 | Dressmaker | \$ | 100.00 |
| 095b | Elevators 750,000 Bushels or more | \$ | 3,000.00 |
| 096 | Employment Agency | \$ | 100.00 |
| 097 | Engineers | \$ | 175.00 |
| 098 | Engravers | \$ | 100.00 |
| 099 | Equipment Rental Agency | \$ | 175.00 |
| 100 | Exterminators Plus Each Additional Truck \$50 | \$ | 125.00 |
| 104a | Feed Mills and Store | \$ | 125.00 |
| 105 | Fire Extinguisher Services | \$ | 100.00 |
| 106 | Fish Market or Peddler | \$ | 100.00 |
| 108 | Florist-Nursery | \$ | 175.00 |
| 110 | Funeral Homes and Directors | \$ | 250.00 |
| 113 | Furniture Refinishing | \$ | 100.00 |
| 122 | Guard Service | \$ | 100.00 |
| 121b | Gun Repair-Sales | \$ | 100.00 |
| 125 | Hearing Aid Agency | \$ | 100.00 |
| 132 | Income Tax Service | \$ | 125.00 |
| 136 | Inventory Service | \$ | 100.00 |
| 137 | Iron Dealer | \$ | 400.00 |
| 138a | Janitorial Service | \$ | 100.00 |
| 139b | Jewelry Repair and Gold Dealers | \$ | 100.00 |
| 142 | Kindergarten Daycare | \$ | 100.00 |
| 144a | Landscaping | \$ | 175.00 |
| 148 | Locksmith | \$ | 100.00 |
| 153 | Massage Therapists | \$ | 100.00 |
| 158 | Misc. Business (otherwise not classified) | \$ | 100.00 |
| 165c | Musical Repair-Supply | \$ | 125.00 |
| 206 | Nail Salon | \$ | 100.00 |
| 167 | Nursery-Shrubbery Service | \$ | 175.00 |
| 168 | Nursing Homes | \$ | 100.00 |
| 171a | Optical Manufacturing-Supplies | \$ | 175.00 |


| 178 | Pet Groomer | $\$$ | 100.00 |
| :--- | :--- | ---: | ---: |
| $179 b$ | Photographer Studio-Developer | $\$$ | 75.00 |
| $185 a$ | Printing Services | $\$$ | 125.00 |
| 278 | Professions not classified | $\$$ | 175.00 |
| 190 | Public Relations | $\$$ | 100.00 |
| $193 b$ | Radio and Audio Repair | $\$$ | 100.00 |
| 199 | Repair Shops not classified | $\$$ | 100.00 |
| $205 a$ | Salvage Dealers | $\$$ | 125.00 |
| 268 | Security Services | $\$$ | 100.00 |
| 281 | Service Business not classified | $\$$ | 100.00 |
| 214 | Sewing Machine-Service | $\$$ | 100.00 |
| $215 b$ | Shoe Repair Shops | $\$$ | 100.00 |
| 218 | Stone-Monument | $\$$ | 100.00 |
| 220 | Storage Rentals | $\$$ | 100.00 |
| 221 | Tattoo Parlor | $\$$ | 100.00 |
| 222 | Taxi Cab: Limousine per each vehicle | $\$$ | 75.00 |
| $223 b$ | Television Dealer-Repair | $\$$ | 100.00 |
| 227 | Travel Agency | $\$$ | 100.00 |
| 229 | Upholstery Shop | $\$$ | 100.00 |
| 238 | Wig Shop | $\$$ | 100.00 |
| 282 | Workout Gym | $\$$ | 100.00 |
| $144 b$ | Yard Mowing | $\$$ | 100.00 |
|  |  |  |  |
| Utilities |  | $\$$ | $1,100.00$ |
| 247 | Co-Ops |  |  |
|  |  | $\$$ | 20.00 |
| Vending Machines | $\$$ | 100.00 |  |
| $232 c$ | Amusement Vending Machines (each) |  |  |
| 073 | Confectionery |  |  |

# Legislation Details (With Text) 



A RESOLUTION FOR THE CITY OF JONESBORO TO APPROVE THE 2018 ANNUAL ACTION PLAN THAT INCLUDES THE 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS AND BUDGET.
WHEREAS, the City of Jonesboro has held two public hearings and one public comment period for the Annual Action Plan; and

WHEREAS, the 2018 Annual Action Plan is in the second year of the (2017-2021) Five-Year Consolidated Plan designed to address goals set for community needs; and

WHEREAS, the Five-Year Consolidated Plan was approved through RES-17:115 by the City Countil on August 21, 2017; and

WHEREAS, the Action Plan contains the FY2018 Community Development Block Grant Projects and Budget for $\$ 622,310$ of Federal funds. The 2018 Action Plan's budget has been listed below:

1. Homeowner Rehabilitation Assistance (may include sewer connection)
$\$ 141,705.50$
2. Homeownership Assistance
\$14,000
3. Demolition \& Clearance Assistance
\$10,000
4 Homeless Services/Prevention
\$50,000
4. 

Mid-South Health Systems - Transitional Group Home
\$25,209
6. Patrick Street Sidewalks
\$110,000
\$25,000
8. Northside Park - Deral Burrow Memorial Park
\$50,000
9. Hispanic Community Services, Inc.
\$20,000
10. West End Neighborhood Association
\$11,981
11. Habitat for Humanity of Greater Jonesboro
\$19,952.50
12.
\$20,000
13.
\$124,462

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

SECTION 1: The 2018 Action Plan, attached hereto is hereby approved by the City Council.
SECTION 2: The 2018 CDBG Projects and Budget are hereby approved for the Action Plan.
SECTION 3: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized to execute all documents necessary to effectuate the Action Plan.

SECTION 4: The Grants and Community Development department is hereby directed to submit the plan to the U.S. Department of Housing and Urban Development on July 6, 2018 through IDIS.

## Legislation Details (With Text)

| File \#: | COM-18:037 | Version: | 1 | Name: |
| :--- | :--- | :--- | :--- | :--- |
| Type: | Other Communications |  | Status: | Presentation on cost savings and projects by Chief <br> Financial Officer Bill Reznicek <br> To Be Introduced |
| File created: | $6 / 7 / 2018$ |  | In control: | Finance \& Administration Council Committee |
| On agenda: |  |  | Final action: |  |

Presentation on cost savings and projects by Chief Financial Officer Bill Reznicek

