



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, May 30, 2017

4:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

[MIN-17:055](#) Minutes for the Finance & Administration Committee Meeting on May 9, 2017

Attachments: [Minutes.pdf](#)

[MIN-17:057](#) Minutes for the special called Finance Committee meeting on May 16, 2017

Attachments: [Minutes](#)

### 4. New Business

#### *Ordinances To Be Introduced*

[ORD-17:033](#) AN ORDINANCE AMENDING THE 2016 BUDGET ORDINANCE FOR THE CITY OF JONESBORO

Sponsors: Finance

Attachments: [2016 Budget Ordinance Justification](#)

[ORD-17:034](#) AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT PARKS PROJECT BUDGET AND TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES TO DESIGN A NEW RESTROOM/CONCESSION FACILITY AT JOE MACK CAMPBELL PARK:

Sponsors: Parks & Recreation

Attachments: [fisher arnold concession restroom jmc.pdf](#)

#### *Resolutions To Be Introduced*

[RES-17:060](#) A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO EXTEND THEIR CONTRACT TO SPONSOR THE WRAP ON A JET BUS

Sponsors: JETS

**Attachments:** [A-State Contract 2017](#)

**RES-17:068** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR ALL EMPLOYEES FOR THE CITY OF JONESBORO (PREVIOUSLY REVISED BY RES-14:198 ON NOV. 18, 2014)

**Sponsors:** Human Resources

**Attachments:** [Handbook 2017 Final Draft for revisions.pdf](#)

**RES-17:071** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY OF JONESBORO, ARKANSAS NON-UNIFORMED EMPLOYEES 401(a) DEFINED CONTRIBUTION PLAN

**Sponsors:** Human Resources

**Attachments:** [COJ 401\(a\) Plan Cycle E.2 FDL 4-11-2017.pdf](#)

**RES-17:072** A RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) CORPORATION FOR A THREE-YEAR ESRI SMALL PUBLIC SAFETY ENTERPRISE LICENSE AGREEMENT (ELA)

**Sponsors:** E911

**Attachments:** [Jonesboro Public Safety Depts ELA](#)

**RES-17:073** A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF JOE MACK CAMPBELL PARK PARK

**Sponsors:** Parks & Recreation

**Attachments:** [Joe Mack 4th of July 2017.pdf](#)

**RES-17:074** A RESOLUTION TO CONTRACT WITH NETTLETON LIONS CLUB FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

**Sponsors:** Parks & Recreation

**Attachments:** [Nettleton Lions Club.pdf](#)

**RES-17:075** A RESOLUTION TO ADOPT A DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR FEDERALLY ASSISTED PROJECTS

**Sponsors:** Finance

**Attachments:** [DBE Program FY 2016-2018 - COJ](#)

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



## Legislation Details (With Text)

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**File #:** MIN-17:055    **Version:** 1    **Name:** Minutes for the Finance & Administration Committee Meeting on May 9, 2017  
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Minutes for the Finance & Administration Committee Meeting on May 9, 2017



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, May 9, 2017

4:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

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

**Absent** 1 - Charles Coleman

### 3. Approval of minutes

#### [MIN-17:051](#)

Minutes for the Finance Committee meeting on April 25, 2017

**Attachments:** [Minutes](#)

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

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

**Absent:** 1 - Charles Coleman

### 4. New Business

#### *Ordinances To Be Introduced*

#### [ORD-17:023](#)

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

*Chief Financial Officer Suzanne Allen stated that the Payroll Clerk, Jennifer Flowers quit and they moved up Cathy Cathey from Collections. One of things that we have been discussing is how to gain more flexibility with our departments so we would like to make that position two part-time positions. It will save us some benefit money. By doing so, occasionally if we need someone to work an extra day to help out another department to cross-train, we would be able to do so. That is what we would like to do.*

*Councilman Street asked if this was budget neutral. Ms. Allen said that it was actually saving some money. Chairman Hafner said it was saving money from benefits.*

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

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

**Absent:** 1 - Charles Coleman

**ORD-17:025**

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

*Chairman Hafner said this was a strange circumstance so he would let Mayor Perrin explain it.*

*Mayor Perrin said when we began looking at the project with the Highway Department on Parker Road to extend down to Washington, the Arkansas Electric Cooperative on the left hand side had a major transmission line which had to be moved back or they would not put the road thru. We started trying to talk with them. Mayor Perrin said he finally got in touch with the CEO of the Arkansas Electric Cooperative to see if he could get this done free. He said no, that he could not do that. Mayor Perrin said he thought that would roll over into the project itself. It was kept out separate and it did not stay in the job. Everything was fine until we got a bill two or three weeks ago in 2017 for a project that was done in 2015 which is two years old for \$54,220 to move that transmission line.*

*Chairman Hafner said that the way he understands it, for clarification purposes, when you stay within the job, if it would have stayed within the job, it would have been paid by the Highway Department. Mayor Perrin said it could have been. The problem with that is in those contracts you have to be careful. Sometimes, they exclude right-of-ways so moving that right-of-way, moving that transmission line may not have been in there. That would have been something that we talked about with the Highway Department.*

*Mayor Perrin said he went to Little Rock and met with AHTD Deputy Director Lorie Tudor to see if they could pay for the \$54,220 out of the federal funds. She said the funds had been exhausted for that job. Mayor Perrin said you get a job number by the Highway Department and there is a dollar amount in there and you use it all up. The bottom line is that it cannot be paid for because the federal funds for that job have been exhausted. That means everything we had in there was paid out on the job from where we started out on Strawfloor all the way to Washington.*

*Councilman Dover asked if this was from the Arkansas Electric Cooperative and we are paying them for moving that line. Mayor Perrin said this is an invoice from the Arkansas Electric Cooperative for them moving the line. Arkansas Electric is expecting us to pay which we will have to pay the \$54,220. We tried to get it free, but we could not do that.*

*Councilman Street asked why it took them so long to bill us for that. Mayor Perrin said that was a good question and he did not know. They set on that thing for two years. The bill on this was in 2015 and we got it about three to four weeks ago. Chairman Hafner said for two years there was no communication about it and we thought it was a dead issue. Mayor Perrin said there was no communication. He said he thought it was a dead deal. They hadn't talked to us and then all of a sudden we got a bill.*

*Councilman Dover asked if we had to go back and readjust our budget for that year*

*since that was when the work was actually done. Councilman Street said we are just paying them now. Chief Financial Officer Suzanne Allen said she would assume they would not have to go back, but she will double check that. Mayor Perrin said he thought the auditors would want you to pay it this year. He said that it will be highly documented that this was for a job done in 2015.*

*Councilman Dover said he just wanted to make sure they document the fact we didn't receive the invoice until two years after the work was done. Ms. Allen said we have that documented in a variance. Mayor Perrin said that it is not good business to hold an invoice for two years and not send it. He said he may put a letter with the check going to the Arkansas Electric Cooperative and let them know how he feels about it.*

*Councilman McClain asked if this invoice was for them moving some lines for us. Mayor Perrin said yes. It is the big transmission line on Parker Road. It wasn't just one pole. It was for a huge tower. Councilman McClain asked if this was coming out of our reserves. Mayor Perrin said yes.*

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

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

**Absent:** 1 - Charles Coleman

#### *Resolutions To Be Introduced*

**RES-17:053**

A RESOLUTION TO CONTRACT WITH THE JONESBORO JETS

**Attachments:** [JETS Agreement](#)

*Councilman Dover said this was a typical contract that we do with the JETS swim team. Chairman Hafner said this contract is for the swim team that uses the city pool. The JETS team pay the city a \$5,000 fee to have certain practice times and to hold meets. Mayor Perrin said we have met with the Coach and Ashley Ditta on that. They were trying to keep up with all of the kids and paying per head, but she said they would like a flat figure per month and write one check for it all.*

*Councilman Dover asked if City Attorney Carol Duncan would look at this. Mayor Perrin said she has already looked at it.*

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

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

**Absent:** 1 - Charles Coleman

**RES-17:056**

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

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

Grants Director Kimberly Marshall said that when they apply for the grant, it is typically a formula grant. Because we are attached to the jurisdiction, Craighead County is also the other component. They don't send in any documentation of their crimes so technically we get the funding. We have to have an agreement with them that they are allowed to use our equipment and they are going to allow us to use the funds. This is kind of a Memorandum of Understanding. We are supposed to have this. We used to have a letter. The DOJ said they want a formal Memorandum of Understanding between the City and Craighead County. Right now, we cannot spend our funds until this is enacted. Hopefully, this will carry on. It is very vague in that it says projects, but it doesn't say what projects. So, we can use it every year.

Councilman Dover asked if the funds are comingled between the City and the County. Ms. Marshall said that right now they are just us. If the County gets bigger and they start reporting their crime statistics, then they will give us more money, but then it will start becoming a split.

Councilman McClain said what has this been used for in the past. Ms. Marshall said that this year we purchased software for officers to go into black boxes after a crash to check and see what was going on to make sure there was no problem with the vehicle or if they were on the cell phone or doing something they shouldn't be doing to find out the fault of an accident. We also starting purchasing our e-ticket system. We have the software that we got from the Arkansas State Police so now they can scan and write e-tickets. Right now, we have only purchased 14 of the scanners and printers that we need for the vehicles. This money can be used for this for a future date.

Councilman McClain asked if the City only had 14 for all of our Police Department. Ms. Marshall said we only purchased 14 because that was all of the funds they had for this year. She said there will probably be about 121 cars that have this because that is how many patrolmen that we have at this time. It might be 123. Not everyone needs the scanners and the printers because they are not patrolmen.

Mayor Perrin said like on Friday nights when he rides that they have so many cars out and only about 4-6 cars that are working speed control for the e-ticket. The rest of the units are for other crimes so they would not have a need for that. What we want to eventually do is get a lot more cars with e-tickets because they have to come in on their shift change and take that carbon copy and file it. People with records have to come in the next day at 5 or 6 to get ready for court and process that. Once you get an e-ticket, it's in there.

Councilman McClain asked if it was possible to use this same type of funding in the future for cameras that recognize license plates. Ms. Marshall said she thought so. She said they would have to check because there are certain items that we cannot expend on JAG funds. There might be other funding for that. They are real specific on what we can use the funds for. You can't buy body piercing armor, batons and helmets for riot gear. We can't buy armed vehicles. You can buy a lot of things. It is based on what they decide we can purchase. Councilman McClain asked about cameras of any sort. Ms. Marshall said they were going to do body cameras, but that was a lot of money. This grant runs about \$30,000 per year. It is not a lot of money.

Mayor Perrin said that CFO Suzanne Allen, Chief Elliott, and several of us have been working on acquiring body cameras. We have been looking for the last year and a half and interviewing companies on this. Chief Financial Officer Suzanne Allen said that we met with a company who is offering a free one-year trial to outfit all 130 officers. It happens to be the company they were most impressed with when they did their trials. They have worked with several companies. We are looking at bringing

that up at the next Public Safety Committee meeting and entering into an agreement with them to utilize the equipment for a year for free. Councilman Street asked if that included data storage and everything. Ms. Allen said yes, it is everything. Mayor Perrin said that it also includes redacting. Ms. Allen said yes, it includes redacting. This company is called Axon. They have been acquiring the different pieces to pull together to have the number one rated system including the redacting software. The Police Officers were very excited about the equipment. Mayor Perrin said he read in the contract that if one goes out or messes up that they replace it. Ms. Allen said they have a three-year replacement. Councilman McClain asked if they made tasers. Ms. Allen said that is correct. She said the cameras come with tasers.

Ms. Allen said we don't know how much it will bottleneck our T-1 lines. We haven't gotten to that point yet. Councilman McClain asked where the footage would be stored. Ms. Allen said that it is evidence. It is on the cloud. It is evidence.com and the police officers would dock their cameras. Every camera comes with a docking station. They did discuss whether they would like to dock them at home versus a wall of docking units. If they dock them at home, they would be using their own internet services. At this point, they have been looking at agreements and none of that has been put into writing. Councilman McClain asked if that would be reliable docking their units at home if their internet was to go out or is the footage stored on their camera until they can dock it at the Police Station. Ms. Allen said that question didn't come up, but she assumes it would stay on the camera. It takes 2-3 hours to download. The camera batteries last 12 hours. Our police officers are on eight-hour shifts. There are two different types of cameras and we can have the option of either. One is located on top of the ear and the other is located in the center of the chest. Mayor Perrin said it will be up to the Chief on which way to do it.

Ms. Allen said they discussed the police officers that work second jobs that they could have two different cameras which would allow a camera just for their second job and one just for their services for the Jonesboro Police Department. Councilman McClain said he thought that was a great idea for transparency and for overall footage. Mayor Perrin said we have wanted to do this for a long time and this gives us another year to look for funding and see if we want to do it and the pros and cons about the body cameras. Sometimes they are a liability and sometimes they are an asset. Mayor Perrin said he sees them more of an asset than a liability. Ms. Allen said they said it would take around three months to deploy once an agreement was signed.

Councilman McClain asked what the cost would be for everything after the first year. Ms. Allen said they have discussed this, but haven't gotten the actual numbers from the company. They think the cost will be between \$130,000-\$150,000 a year. Councilman Street asked if the Department of Justice was going to provide grants for that. Mayor Perrin stated they did for a while and then they pulled the funding. Ms. Allen said they did it for one year.

Grants Director Kimberly Marshall said they have body camera grants for small, mid-size, and large cities. You have to be over 250,000 in population for the large. They give them every year. Initially, they pay for the camera and you can put in for the storage costs. There is a way of doing that so you can get another free year. That should take care of the camera cost. Ms. Allen said that the cameras have to be updated every three years. Ms. Marshall said the grant is only for one year.

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

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



**Absent:** 1 - Charles Coleman

## 5. Pending Items

*Mayor Perrin stated that for the last two to three months we have been in discussion with Abilities Unlimited on Recycling. We entered into an agreement with them to recycle. They are picking up the recycling every week. They cannot afford to continue to do that on a weekly basis. Our contract is up in June of next year. We have analyzed options that we can look at. If we partner with them and they do it on a weekly basis just as is now, and the partnership would be that we can provide fuel, tires, anything major on the three trucks they use, anything over \$500, then we could pick up that cost. We estimated that would run somewhere around \$36,000 per year. The second option is if you do it weekly as it currently is, and you give them cash and don't partner, they have asked for \$49,200. The next option is that the City take back that contract and start doing it themselves. We have estimated that it will cost about \$67,200 more than what we are paying now. The other option is that we stay with Abilities Unlimited and that we go twice a month and there would be no additional cost to the city until next year in June. They do anticipate coming back for more money next year. Mayor Perrin stated that we have a lot of homework to do on what we are going to do on this. Jonesboro has been picking up recycling every week since we started recycling. We will come back, analyze this some more, and get you some information so you can really look into it. Mayor Perrin said he will come back with a recommendation and the Council can then decide what they want to do.*

*Mayor Perrin said that they need this done by July. If we go to twice a month, there is going to have to be a lot of education to the public of getting stickers put on their trashcans that say here is your trash day and here is your recycling day. We would have to do press releases. We would have to do a lot of things. We would have to amend the contract. We have talked to City Attorney Carol Duncan about that. There are a lot of things we have to do on this. It is top priority on pending. We just left the meeting and the best thing to do was to bring it here today and let you know what we are looking at. Mayor Perrin said he just wants them to think about it.*

*Councilman Dover mentioned that at one time the City was contemplating purchasing big cans for strictly for recycling that the truck could pick up. He also thought there was a grant they could get for recycling containers. Mayor Perrin said yes. Chairman Hafner said that if you go with recycling bins, you would have to supply them for every household. Mayor Perrin said that is what the grant said. Chairman Hafner said by the participation and the volume numbers he has seen is if there is a 20-25% participation rate, the average household is recycling about four pounds per week. That is participating households with about 4-5 pounds per week. You don't want to buy a big cart and put 4-5 pounds in it. Councilman Dover said unless they are free. Chairman Hafner stated that you still have the cost to go and pick them up.*

*Councilman McClain asked what the costs were for smaller bins. Councilman Dover said there are different sizes. Councilman Hafner said he has a little bit of experience in this field. If you buy 1,000 small bins, you pay \$6.50 for them. They would be big enough for the recycling and you could provide them to the households that want to participate. We have contracts where we do it twice a month and they seem to work fine. Like the Mayor said, it goes back to education. There are a lot of things to look at. Recycling is a tough field because the commodity prices are low right now. There is not a lot of participation. It is a needed service because you want to be friendly to the environment and there are other reasons to do recycling. It is just a tough field. Chairman Hafner stated he is going to give the Mayor a number to someone who has been in this business for a long time and they can give the Mayor some information.*

*Right now with our volume, the big carts are not a cost-efficient option.*

*Councilwoman Williams stated she was shocked at how expensive the blue bag system is. Chairman Hafner said that is something good about the bins because they can be used over and over. Councilwoman Williams asked how much the city was spending on blue bags. Councilman Dover said he thought it was \$30,000. Councilman Street said he thought it was \$40,000. Councilman Dover said the other thought process on going to something like a bin is that it might encourage more people to participate. Councilman Street said he thought twice a month was a good answer. They put their recycling out every two to three weeks. Chairman Hafner said you see bags out there now that might only have a few things in them and it is totally wasting a bag. It is not a good use of that. Councilman Street said some people put them out every week that only have 8-10 cans in there. Councilman Hafner said the bag is free to them. Mayor Perrin said he walked his neighborhood and only saw one neighbor that had his bag all the way to the top. He said he does need that number and he would like to talk to that Mayor and company over there to see what they have done. As administration, we need to make a decision pretty quick.*

*Chairman Hafner stated the employee handbook update is still being worked on. Human Resources Director Dewayne Douglas was out and therefore not able to present the changes.*

*Chairman Hafner said that on the Reserves, we have talked about the percentage and how much we need to have in restricted funds and how much can be used for discretionary. They have started working on that. They are not to a point yet where they can present it. There are some questions they want to get answered. They are progressing on that.*

## **6. Other Business**

*Mayor Perrin said that we have to send ADEQ a letter of credit for \$23,000 since we closed the landfill. The Finance Department bid that out and Centennial Bank came back at 5.25 for the \$23,000 but we only have to pay \$230. All they are charging us is 1% of the face value.*

*Councilman Darrel Dover motioned, seconded by Councilman John Street, to suspend the rules and place RES-17:058 on the agenda. All voted aye.*

*Mayor Perrin said that we have to send ADEQ a letter of credit for \$23,000 since we closed the landfill. The Finance Department bid that out and Centennial Bank came back at 5.25 for the \$23,000 but we only have to pay \$230. All they are charging us is 1% of the face value.*

*Councilman Dover asked when the city is supposed to be out from under this. Mayor Perrin said that it is all based upon the methane gas readings. We check it weekly and have to record all of that. We still have a few wells that are burning hot. That is a Class I and a Class IV put together. Had it only been a Class I or so, we would probably already been out of it. The projection on it is probably another ten years or more. Councilman McClain asked if that was how long we have to provide that letter. Mayor Perrin said yes. Councilman Dover said and to monitor it. Chairman Hafner said that is the interesting thing about landfills in that once they are done, you still have the obligation to continue monitoring it and making sure everything is line and that it is closed properly.*

*Mayor Perrin said that we probably have already spent a million dollars on clay capping it. You have to cap it and put the wells in. You have to have a building for*

*your monitoring system for all of the gauges. There is no question why this is saying if we told you go out and do something it is going to have to cost at least \$500,000 and we are going to let you get by with only giving us 20% of that in an irrevocable letter of credit. We are lucky that it is only costing us about \$200 a year to do this.*

*Councilman Street said that we have minimized that cost by doing our own monitoring of the wells. Mayor Perrin said we were paying a company to do that. They trained our people to do that and now we do it ourselves. Councilman Street said we saved ourselves quite a bit by doing that, but it's just a slow process burning that methane gas off. We even have to put propane to it to ignite some of it because there is not enough to burn on their own. But, it's just going to take a while.*

**RES-17:058**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO PROVIDE FOR THE EXECUTION AND MAINTENANCE OF A LETTER OF CREDIT TO BE ISSUED TO THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

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

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

**Absent:** 1 - Charles Coleman

*Councilman McClain asked about the Revenue Enhancement fees and when it might come to Finance for discussion. Mayor Perrin said they have a meeting scheduled for next week that we are going to look and take all of the comments that were made on those two public hearing meetings. We will massage those, come back, and analyze it with our people. We should have it back to you within a month. We are trying to get it in before June, but it's not going to happen. Probably by August, they will have it done. The question there is going to be when are they going to be effective. He thinks in their discussion, they were going to make them effective this year. There was not a lot of discussion on the fees for campgrounds and things like that. Those were just minor. The only ones that had major discussion were business licenses, categories, and the Stormwater. We are still investigating that on the Stormwater to see what we are going to do. We flew to Hot Springs to look at theirs. They did a great job at putting a package together for their council of showing what it is going to cost. An operating exigent balance sheet was on their operation before they ever done it. They took it in sections of the city. They started in certain sections. That is why you will see next Tuesday night that I have a Map done for you. A big map that shows you every vacant commercial and every vacant residential. All liens inside the city are on the map. We now know where we want to go if we want to go with that on certain sections as well as our land bank. If we do a land bank, we will know where to go in some of those areas too.*

*Chairman Hafner asked if they see a scenario where all of these fees once approved would be enacted and the Stormwater would be done at a later date. Are you going to try to keep them all together? Mayor Perrin said he thinks they will have to be separate. He thinks the Stormwater obviously has to be separate from that. He thinks what they are going to bring back to this committee is only the usual and customary fees and they only went up very little. He said he thought it was \$300,000 a year for everything we do. In his opinion, they are not near ready on the Stormwater to present anything to you. There is a whole lot more digging to do on that. We are*

*getting real close on the land bank. The land bank is just establishing that and having commissioners to operate that. Then we would have to allocate some money over into that if we wanted to acquire some property or if we wanted to accept some property. There are a lot of details. City Attorney Carol Duncan has set in every one of our meetings here and she has all of that documentation. Everything is highly documented on this. What he is doing is taking land that the city is mowing or we have a lien on is to get that property and purchase that property to get developers to build a home on that. Put it back on the tax books. We have \$3,500 for a down payment through CDBG. Let's get this back on the tax books. Let's give this a home to someone who really needs a home. That is what his whole goal is. They have done a good job of that in Little Rock. You have to go slow on that.*

*Councilman McClain asked what the hesitation is on the Stormwater on moving that forward. Mayor Perrin said we are trying to identify our hotspots like on this last rain we know of two hotspots that happened. One was in the paper today and that was on Mary Jane which is in the Fairview Addition. His first reaction on that was that the detention pond was probably not dug deep enough and the slant on that. He has the Engineering Department taking the plans from Associated Engineering to look at that and see if that is the case. And to get back with the guy from Nashville that helped design that and see if that is it. City Engineer Craig Light has been working with the Nettleton School District and the Highway Department to possibly run some pipe all the way over and underneath that all the way out to Love's Truck Stop. The total cost on that is \$1.2 to \$1.5 million. That could stop a lot of that drainage in the Fairview Addition. We are looking at the hotspots right now and there are only about two left as far as when something real big happens.*

*Chairman Hafner said there is still question on the Stormwater about how it would be billed and collected and also what it would be based on. That is probably another reason why it is going to take longer than on the other fees already in place that we are just wanting to change. Mayor Perrin said the Hot Springs fee is based on footage of real estate that you own. It is not a flat fee. Everybody in Hot Springs pays a certain amount. It may be \$3 for a residential house or something like that. When you get into commercial when you get into that you get into industry where you have a lot of stormwater runoff and they pay a whole lot more than the residential fee. We learned pricing while we were there. We learned how to set it up. We learned the profit and loss and projections to show you all before we ever vote on it. If it did go thru, is how do you collect it. That is going to be a big deal for us. After that, if the money comes in about 12-18 months after that, then someone needs to make the decision. We probably need to bond that money and go ahead and start doing that retention pond, that regional detention pond. Then, you get into the big deal that the Corp of Engineers has been telling us about that you need 200 acres over in North Jonesboro. To ever get all that property out of the flood plain, you are going to have to have 200 acres. We are pushing every way we can with the Corp. It is just a slow process.*

*Mayor Perrin said we could have the Revenue Enhancement ready in two weeks if we just have the usual reasonable and customary fees.*

*Councilman Street said we still have to have some type of partnership with the County because the City by itself is not going to be able to fix that. It is going to have to have the County as a participant whether it be recreating some of the old drainage districts or what, but every single parcel in this county should be in a drainage district. Water comes in here from the North and it goes out to the South. The County doesn't dig out ditches, but until those ditches are cleared, he will guarantee that the water is going nowhere. We have to have a big picture plan to really have an effect on this.*

Mayor Perrin said we have been talking with the Corp. He said he and the City Engineer Craig Light need to meet with the new Colonel. Mayor Perrin has asked Senator Boozman to give them more money in Memphis. We asked once before and he did that and he came over here and thanked us for it, but a lot of that money now is going to Vicksburg and Oklahoma City. Memphis doesn't get hardly enough to even plan much less do anything. Now we've got that big one where we need to get that creek all the way up to here. They are moving very slow based on the money they got.

Councilman Street said that Little Bay Ditch will be the best relief we can get as fast as they can get it in. Mayor Perrin said the County is going to have to get in this business with us and the drainage districts. He plans on calling another meeting with the drainage districts in the next few weeks as well as trying to bring the Colonel from the Corp back over here and talk again. We have already had one good meeting. Some districts will give a little money for diesel to clean up our ditches. When he pulled the books to see how much they were collecting, they were collecting quite a bit of money.

Councilman Street suggested talking to Alec Farmer with AHTD. He said they organized drainage districts in the Eastern part of Craighead County. Mr. Farmer put them all together. They actually clean up some ditches. You might visit with him. He knows that he has some good ideas.

Mayor Perrin said he thinks Mr. Farmer was at their last meeting. They had a high number of drainage districts there. To create a drainage district itself is so long and drawn out and political, it would be easier if the City and the County would somehow get together, work out an agreement or MOU, and get this thing going. Mayor Perrin said he thinks you can get grant money a lot quicker if you have a City and County working together. When he was looking at aquatic parks, there was a bond issue and they had plaques on the wall that said City and County. Mayor Perrin said that we are collecting liens now because you cannot pay your taxes unless you pay your liens to the City. We will have an ordinance later on that you can't buy your business license unless you pay your real estate taxes.

Councilman Dover said he has pushed hard to get this reserve issue settled. He does not think we are going to be able to fee ourselves out to do everything we want to do. Somewhere down the road, we are going to have to have some sort of sales tax in some form or fashion. He thinks it will be much easier to sell if we do our homework and identify how much we want in our reserves and have a six months to a year plan of presenting this to the public. He doesn't think you can generate enough revenue at a nickel and dime or a dollar fees to do what we really need to do. Mayor Perrin said that you can't do it. Councilman Dover said to get that you might be better served to sell the public on a short-term sales tax rather than fees. The sales tax also applies to those who live outside our city but use our infrastructure to help share the burden.

Mayor Perrin said you will never pay for a shooting range and an aquatics center on what you have coming in now. We have 6.5% in state, 1% in county, and 1% in city sales tax. Our sales tax is not growing up that fast. About eight years ago, the legislature passed the portability tax where items are sold here, but delivered to other places. The other places get the sales tax. It is point of delivery, not point of sale. You are going to have to do it on public safety or project specific. If you want this, here is the cost, here's the operating cost, and here is what it is going to cost you on that deal. Blytheville is already at 10% on their sales tax and asked for ½ cent today. We are at 8.5% total. We are the lowest in the state of Arkansas. We don't even have a prepared food or hamburger tax. You can go up on you're A&P tax 100 more basis points because you now have 1,000 acres of parks. You all could vote and increase

*the 3% to 4% on the A&P tax tomorrow. If that brings in \$200,000, it is bringing \$650,000 now on 3%, but it has to be dedicated to parks. That would be \$200,000 that goes to the Parks Department that comes off of general funds that we don't have to budget for.*

*Councilman Dover said we need to identify the areas that people would accept a sales tax for which would then free up money in the general fund to do other things rather than saying we want a flat tax just to do what we want with. We need to be very project specific. Whatever money it would generate would free up the money spent on Public Safety to do some of this infrastructure. Chairman Hafner said any future taxes have to be earmarked. Mayor Perrin said he agrees 100%. He said they have done a lot of work in the last week on the reserves. We have done a risk assessment that Chairman Hafner had sent us some information on. The study that we have done so far on risk assessment based on us being on the New Madrid Fault, having two tornadoes, ice storm, and all of those, right now we are at 15%. When you do all of those pages and add them up, it goes to a Category and tells you what you should keep in reserves. It is between 25-30% in required reserves. We are at 15% now so you would double the required reserves which means you would take that and put it over in no touch. The balance of that would be discretionary which you could pull down to do some of these things like we did a while ago on one of those items. He thinks that is why a lot of questions have come up on the council floor about where is that coming from. It is a good question. What's it going for? Why wasn't it in the budget? Mayor Perrin said a budget is only a budget and there will be things that come up. Councilman Dover said the discussion needs to be started because it is going to be a long process. Mayor Perrin said the Chairman has been pushing us and we got it going.*

## **7. Public Comments**

## **8. Adjournment**

**A motion was made by Councilman John Street, seconded by Councilman Darrel Dover, that this meeting be Adjourned . The motion PASSED with the following vote.**

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

**Absent:** 1 - Charles Coleman



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-17:057    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 5/17/2017    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the special called Finance Committee meeting on May 16, 2017  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

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

Minutes for the special called Finance Committee meeting on May 16, 2017



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, May 16, 2017

5:15 PM

Municipal Center

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### Special Called Meeting

#### 1. Call To Order

#### 2. Roll Call by City Clerk Donna Jackson

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

**Absent** 1 - Charles Coleman

#### 3. New Business

#### *Resolutions To Be Introduced*

##### RES-17:061

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2017 - 2018 EMERGENCY SOLUTIONS GRANT TO THE ARKANSAS DEPARTMENT OF HUMAN SERVICES FOR THE JONESBORO HOMELESS PREVENTION PROJECT

**Sponsors:** Grants

**Attachments:** [2017-2018 Emergency Solutions Grant Application - Submission Jonesboro Homeless Prevention Project Narrative](#)  
[City of Jonesboro 2017](#)  
[ESG CertificationOfLocalGovtApproval](#)  
[City of Jonesboro Federal Grant Funds 2015](#)

*Grants Administrator Kimberly Marshall stated they received the grant on May 2nd and have until May 30th. This grant will be part of a gap they have in the HUB project. This will help prevent homelessness. It will provide residents who are in danger of being homeless short-term rental assistance, utility assistance, start-up costs if they have to move due to evictions, credit repair, finance classes and case management.*

*Chairman Hafner noted the total cost is \$87,000 of which \$43,500 come from CDBG and in-kind services. CDBG will fund \$21,500 with in-kind services being \$22,000. Ms. Marshall stated that is correct. The in-kind services are services provided by volunteer services that are already being done at the HUB.*

*Councilman Street asked if this needs to be walked on the City Council meeting tonight. Ms. Marshall answered yes.*

**A motion was made by Councilman John Street, seconded by Councilwoman**



**Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

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

**Absent:** 1 - Charles Coleman

#### **4. Adjournment**

**With no further business, the meeting was adjourned.**



## Legislation Details (With Text)

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|                       |   |                      |   |                      |  |
|-----------------------|---|----------------------|---|----------------------|--|
| <b>File #:</b>        | ORD-17:033  | <b>Version:</b>      | 1 | <b>Name:</b>         | 2016 budget cleanup                        |
| <b>Type:</b>          | Ordinance   | <b>Status:</b>       |   | <b>Status:</b>       | To Be Introduced                           |
| <b>File created:</b>  | 5/23/2017   | <b>In control:</b>   |   | <b>In control:</b>   | Finance & Administration Council Committee |
| <b>On agenda:</b>     |   | <b>Final action:</b> |   | <b>Final action:</b> |  |
| <b>Title:</b>         | AN ORDINANCE AMENDING THE 2016 BUDGET ORDINANCE FOR THE CITY OF JONESBORO |                      |   |                      |  |
| <b>Sponsors:</b>      | Finance   |                      |   |                      |  |
| <b>Indexes:</b>       | Budget amendment  |                      |   |                      |  |
| <b>Code sections:</b> |   |                      |   |                      |  |
| <b>Attachments:</b>   | <a href="#">2016 Budget Ordinance Justification</a>                       |                      |   |                      |  |

| Date | Ver. | Action By | Action | Result |
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AN ORDINANCE AMENDING THE 2016 BUDGET ORDINANCE FOR THE CITY OF JONESBORO  
BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION 1: Budget Ordinance #ORD-15:069 adopted January 5, 2016, as amended during 2016 is further amended by the increase in budget expenditures as follows:

- Fire Department in the amount of 10,000.
- Planning in the amount of 200.
- Library in the amount of 113,520.
- Parks Department in the amount of 35,000.
- Softball Department in the amount of 36,000.
- Cemetery Care Department in the amount of 6,000.
- Winter Wonderland in the amount of 7,000.
- Jail in the amount of 100.
- Court Automation in the amount of 35,000.
- Interfund Transfers Out (General Fund) 226,768.
- E911 Department in the amount of 90,000.
- Advertising and Promotion in the amount of 297,000.
- Community Development Block Grant in the amount of 31,000.
- Cemetery Fund in the amount of 55,000.
- Grant Administration in the amount of 34,000.

SECTION 2: This ordinance being necessary for the financial continuity of the City of Jonesboro is hereby declared an emergency and shall take effect from and after its passage.

**Fire Department in the amount of 10,000**

*Fixed assets were over budget for new Fire Truck.*

**Planning in the amount of 200**

*Rezoning, public hearings and conditional uses were up causing us to advertise more than normal.*

**Library in the amount of 113,520**

*Everything we collect from the ½ mill is given to the library. We budgeted less than what we received on revenue.*

**Parks Department in the amount of 35,000**

*Part-time salaries, minor equipment and furniture and auto expense was over budget. However, park revenue exceeded the budgeted amount by \$61,000.*

**Softball Department in the amount of 36,000**

*Softball received a grant from A&P for lighting.*

**Cemetery Care Department in the amount of 6,000**

*Part time salaries were over due to city not having as many inmates to work.*

**Winter Wonderland in the amount of 7,000**

*Winter wonderland was a new venture for the city and was not budgeted.*

**Jail in the amount of 100.**

*The cost of drug tests for inmates was over budget.*

**Court Automation in the amount of 35,000**

*Court automation was not budgeted. The county is allowed to purchase items for automation of the court but do not do so every year. They purchased some items in 2016.*

**Interfund Transfers Out (General Fund) 226,768**

*GIF money was not budgeted. We did not know we were going to be receiving any.*

*A&P spent over their budget by \$128,541. When reviewing 2015 data, we realized the BBQ fest money had never been transferred.*

*CDBG spent more than budgeted by \$30,968.56. They received more funding than anticipated.*

**E911 Department in the amount of 90,000.**

*E911 received a 911 cellular relocation grant.*

**Advertising and Promotion in the amount of 297,000**

*Transfers out were not budgeted. Instead of writing a check to COJ for reimbursement of BBQ Fest and softball we did a transfer.*

**Community Development Block Grant in the amount of 31,000**

*CDBG spent more than budgeted by \$30,968.56. They received more funding than anticipated.*

**Cemetery Fund in the amount of 55,000**

*COJ purchased some land on 307 Dan Avenue that was not budgeted for \$61,717.98*

**Grant Administration in the amount of 34,000**

*GIF money was not budgeted. We did not know we were going to be receiving any.*



Legislation Details (With Text)

|                       |  |                      |   |              |   |
|-----------------------|--|----------------------|---|--------------|---|
| <b>File #:</b>        | ORD-17:034   | <b>Version:</b>      | 1 | <b>Name:</b> | Amend 2017 budget to contract with Fisher & Arnold for restroom/concession facility at Joe Mack Campbell Park |
| <b>Type:</b>          | Resolution   | <b>Status:</b>       |   |              | To Be Introduced  |
| <b>File created:</b>  | 5/23/2017  | <b>In control:</b>   |   |              | Finance & Administration Council Committee  |
| <b>On agenda:</b>     |  | <b>Final action:</b> |   |              |   |
| <b>Title:</b>         | AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT PARKS PROJECT BUDGET AND TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES TO DESIGN A NEW RESTROOM/CONCESSION FACILITY AT JOE MACK CAMPBELL PARK: |                      |   |              |   |
| <b>Sponsors:</b>      | Parks & Recreation   |                      |   |              |   |
| <b>Indexes:</b>       | Contract   |                      |   |              |   |
| <b>Code sections:</b> |  |                      |   |              |   |
| <b>Attachments:</b>   | <a href="#">fisher arnold concession restroom jmc.pdf</a>  |                      |   |              |   |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT PARKS PROJECT BUDGET AND TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL SERVICES TO DESIGN A NEW RESTROOM/CONCESSION FACILITY AT JOE MACK CAMPBELL PARK:

WHEREAS, the City of Jonesboro passed the 2017 Budget in Ordinance 16:085, which will need to be amended in order to effectuate said increase in the Parks Project Capital Improvement Fund budget for the design of a new restroom/concession facility at Joe Mack Campbell Park; and

WHEREAS, line item 07-170-0755-00 will need to be increased by \$22,500 to pay for the design fee, with said money to come from the city reserves; and

WHEREAS, the City of Jonesboro desires to enter into an agreement for professional services to produce said design, and based on the annual Statement of Qualifications submitted, the firm selected to perform professional services for this project is Fisher & Arnold, Inc.; and

WHEREAS, Fisher & Arnold, Inc. has agreed to provide the Scope of Services detailed in the attached agreement.

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

SECTION 1: The 2017 Capital Improvement Fund Budget is hereby amended to provide for an increase in the capital improvement fund of \$22,500 for the design of a new restroom/concession facility at Joe Mack Campbell Park. The money for said increase will come from monies in reserves.

SECTION 2: That the City of Jonesboro shall enter into an agreement with Fisher & Arnold, Inc. to perform professional services for a new restroom/concession stand facility at Joe Mack Campbell Park.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute all documents necessary to effectuate this agreement.



**FISHER ARNOLD**  
ENGINEERING INTEGRATION

May 9, 2017

Mayor Harold Perrin  
City of Jonesboro  
515 W. Washington  
Jonesboro, AR 72401

**RE: PROFESSIONAL SERVICE AGREEMENT  
CONCESSION/RESTROOM BUILDING  
JOE MACK CAMPBELL PARK  
JONESBORO, ARKANSAS**

Dear Mayor Perrin:

We appreciate the opportunity to submit this proposal for expansion of the design of an additional concession/restroom building at Joe Mack Campbell Park. Fisher & Arnold, Inc. can provide a full array of planning and design services needed to successfully complete this project. It is our understanding that the scope is to prepare conceptual floor plans for a concession building and prepare construction documents for this proposed building.

The different phases or components of our architectural services for this project have been delineated along with the cost for these services. Fisher & Arnold, Inc. can perform all components of this proposal, and if other services are requested, these can be negotiated at a later date. Outside expenses such as filing fees, recording fees, public notification packets and actual expenses incurred directly in connection with the project such as printing, copying, mileage and delivery services shall be reimbursable expenses not included in the lump sum and are to be paid by the Owner.

Please review this proposal carefully. It is our desire that you have a complete understanding of the scope of services prior to signing this agreement. After you review, please let us know if you would like to add, delete or amend any aspect of this proposal.

**SERVICES INCLUDED**

**I. CONCESSION/RESTROOM BUILDING PLANS**

The Concession/Restroom building will be developed similar to the architectural style and material of the existing concession buildings in the park. The layout will be one building with canopy overhang and will include restrooms, storage, and concession area with exhaust vent over cooking area and an area for an umpire's lounge. The total square footage under canopy will be approximately 2,000 s.f. for concession/restroom and 1,250 s.f. for canopy overhang.

9180 Crestwyn Hills Drive  
Memphis, TN 38125

901.748.1811  
Fax: 901.748.3115  
Toll Free: 1.888.583.9724

[www.fisherarnold.com](http://www.fisherarnold.com)



- A. Structural drawings showing foundations and roofing structures
- B. Architectural drawings
- C. Mechanical, plumbing and electrical drawings
- D. Technical specifications, Division 01000 through 16000
- E. Probable cost statements

**FEE FOR THESE DESIGN SERVICES .....\$22,500.00**

**SUMMARY**

**I. PREPARATION OF CONCESSION/RESTROOM BUILDING PLANS .....\$22,500.00**

We will bill you monthly until completion of the project (or upon completion of the project). Payment is due the 10th of each month. Interest in the amount of 1.5% per month on the outstanding balances (18% per annum) will be assessed the contracting party after the payment due date.

The fees shown in this proposal are based on the Owner agreeing to limit the Professional's liability for all planning, engineering and surveying services to the Owner, all construction contractors, and subcontractors on the project, due to the Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

The parties hereto agree that Fisher & Arnold, Inc. will be held harmless from any claims existing and future that may come forth from the use of any Boundary, Topographic Survey and Plans furnished to Fisher & Arnold, Inc. by the Owner or others.

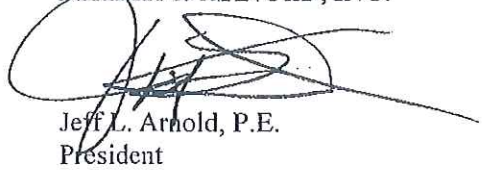
Exclusive venue for enforcement of this Agreement shall be in Craighead County, Arkansas. The obligation to provide further services under the Agreement may be terminated by either party upon written 30-day notice. In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination and all reimbursable expenses.

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us.

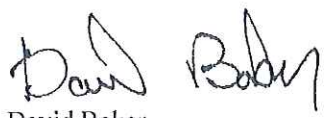
We are looking forward to continuing working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

**FISHER & ARNOLD, INC.**



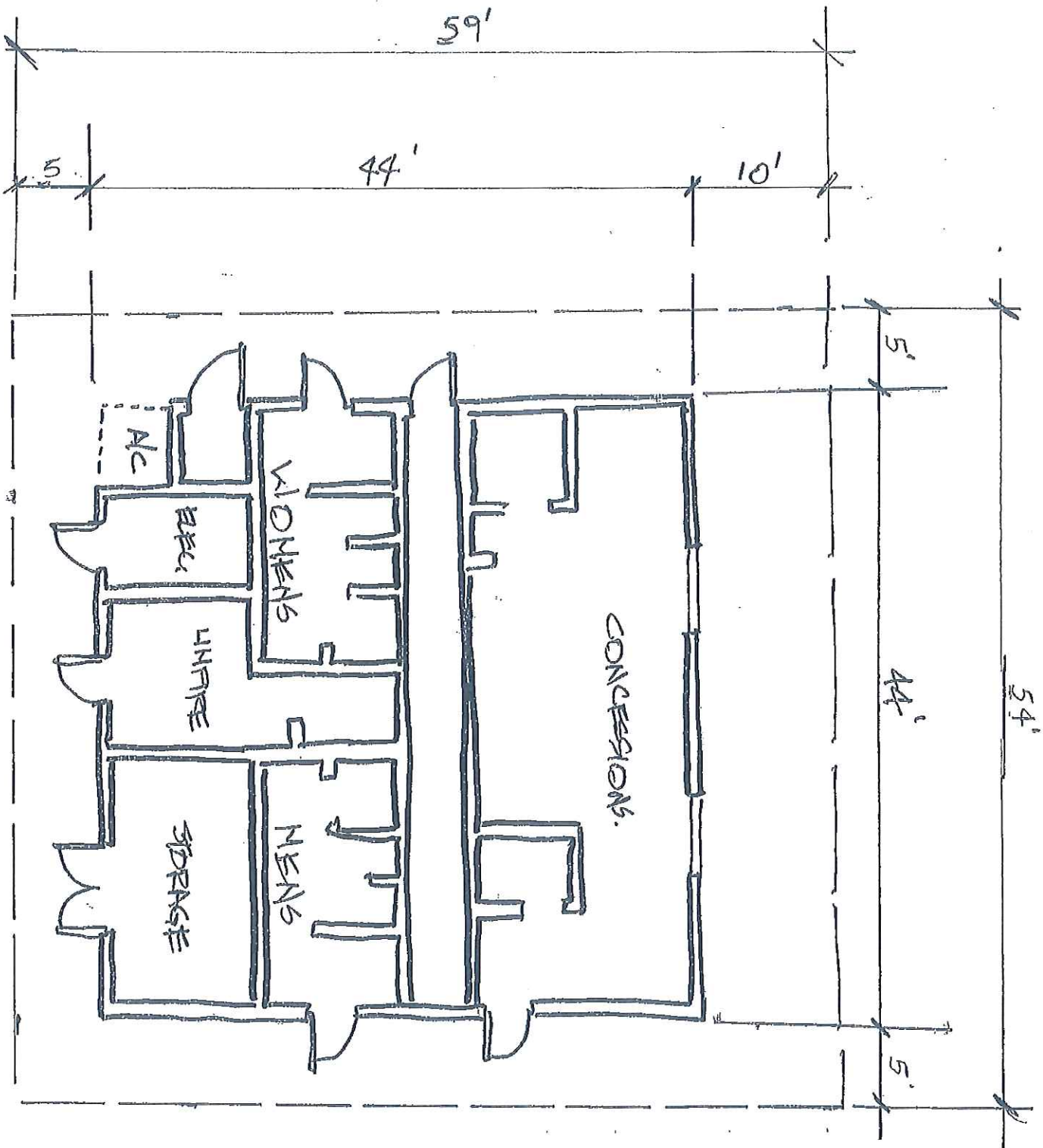
Jeff L. Arnold, P.E.  
President



David Baker  
Department Head  
Planning & Landscape Architecture  
(Reviewed By)









## Legislation Details (With Text)

|                       |   |                      |   |                      |  |
|-----------------------|---|----------------------|---|----------------------|--|
| <b>File #:</b>        | RES-17:060  | <b>Version:</b>      | 1 | <b>Name:</b>         | Agreement to extend ASU bus wrap sponsorship |
| <b>Type:</b>          | Resolution  | <b>Status:</b>       |   | <b>Status:</b>       | To Be Introduced                             |
| <b>File created:</b>  | 5/15/2017   | <b>In control:</b>   |   | <b>In control:</b>   | Finance & Administration Council Committee   |
| <b>On agenda:</b>     |   | <b>Final action:</b> |   | <b>Final action:</b> |  |
| <b>Title:</b>         | A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO EXTEND THEIR CONTRACT TO SPONSOR THE WRAP ON A JET BUS |                      |   |                      |  |
| <b>Sponsors:</b>      | JETS  |                      |   |                      |  |
| <b>Indexes:</b>       | Contract  |                      |   |                      |  |
| <b>Code sections:</b> |   |                      |   |                      |  |
| <b>Attachments:</b>   | <a href="#">A-State Contract 2017</a>   |                      |   |                      |  |

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

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE UNIVERSITY TO EXTEND THEIR CONTRACT TO SPONSOR THE WRAP ON A JET BUS

WHEREAS, the City of Jonesboro, Arkansas and Arkansas State University desire to extend the contract to sponsor the wrap on a JET bus; and

WHEREAS, said agreement is attached hereto and the terms set out therein.

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

1. The City of Jonesboro approves the Agreement with Arkansas State University to sponsor a JET bus wrap for one year in the amount of \$5,000.00. All other details of the agreement are set out in the attachment.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



## Exhibit A

### ADVERTISING AGREEMENT JET BUS WRAP

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, JET hereby agrees to display Advertising for Arkansas State University- Jonesboro (hereinafter "Advertiser") beginning \_\_\_\_\_ and ending \_\_\_\_\_.

The JET Bus Wrap consists of the outside area of the bus below the windows in the passenger section. Total cost due to JET for the Bus Wrap is \$5,000 per year with a minimum two (2) year commitment. One-year contracts are available for Advertisers renewing a contract for a third year for an existing wrap. Late charges of one percent (1%) (12% *per annum*) will be applied to monthly billings beyond sixty (60) days. Terms for all City of Jonesboro advertising invoices are net thirty (30) days. Accounts that are delinquent 45 days may be canceled without advance notice.

This Agreement is subject to the following provisions:

1. The rates listed are for rental of space only and do not include production. All production arrangements are strictly between the production company and the Advertiser. Firms should insure that ads are made to the proper length, weight, width, and depth.
2. JET and the City of Jonesboro accept this Agreement subject to all federal, state, and municipal laws and regulations with respect to the advertising matter to be displayed. Advertiser and JET certifies that all advertising exhibited hereunder shall be of reputable character and shall conform to community standards of decency as determined by the City. In the event such advertising becomes illegal or otherwise disapproved by the City of Jonesboro and JET, the City of Jonesboro and JET reserve the right to terminate this Agreement and will prorate any advertising charges so that the business is only charged for time the advertising is displayed on the bus.
3. JET does not accept contracts for political advertising.
4. Loss of service due to the failure of the Advertiser to furnish displays for installation prior to the commencement date shall be the Advertiser's loss.
5. JET and the City of Jonesboro will invoice the Advertiser according to the following

Schedule, based on the Advertiser's choice of payment options:

- a. Option 1 - Yearly lease amount (\$5,000) paid in full within ten (10) days of the wrapped bus being delivered to JET by the Advertiser's production company.
- b. Option 2 - One half of the yearly lease amount (\$2,500) paid within ten (10) days of the wrapped bus being delivered to JET by the Advertiser's production company with the balance (\$2,500) due on the six (6) month "anniversary" date of the original delivery date of the vehicle.

The due date for the payment for Year 2 shall be based on the delivery date in Year 1. For renewal contracts not involving a newly wrapped vehicle, the due date shall be that used in the original contract.

PROVIDED HOWEVER any advertising involving the entire bus (i.e. wrap) shall be removed with sixty (60) days delinquent. Restoration shall be the responsibility of the Advertiser.

6. JET will make every effort to assign buses with advertising to the maximum amount of service hours given the constraints in vehicle assignment under which JET operates. JET does not guarantee on which bus or routes the advertising signs are placed. If a bus with advertising is out of service for more than fourteen (14) consecutive calendar days due to mechanical breakdown or other problems, JET agrees to extend the contract for time the ad is not displayed, beyond the fourteen (14) consecutive days.
7. Advertiser guarantees JET that all material displayed under this contract may be legally used by the advertiser and is not subject to the trademark or copyright of another entity.
8. Loss of service due to fire, flood, riot, collision, or other causes beyond the control of JET shall not constitute a breach of this agreement, but in such event, Advertiser shall be entitled to the option of additional service or an extension of the term of service equivalent to the service lost.
9. It is understood and agreed that Advertiser or JET may not cancel this Agreement without fifteen (15) days prior written notice. JET and/ or Advertiser reserves the right to cancel this Agreement at any time upon default by JET and/ or Advertiser in the payment of bills or other breach, or in the event of a material violation on the part of JET and/ or Advertiser of any of the conditions herein named; and upon such cancellation, all advertising done hereunder, including short term rates or other charges under this contract, and unpaid, shall become immediately due and payable unless termination is due to JET breach, in which case all such charges unpaid shall be discharged and Advertiser shall have no obligation to make any further payments and shall be entitled to a pro rata refund for any money pre-paid. In the event of any such breach or breaches, JET shall be discharged from any obligation to long

display of the Advertiser's copy. In the event of suit for collection of unpaid accounts, the City of Jonesboro is entitled to pursue all expenses related to the collection that are allowable by law.

10. JET shall not be held liable for the return of any ads already mounted, i.e. pasted or similarly affixed to the bus. It is the responsibility of the Advertiser to repair or replace a damaged ad, unless the damage is due to the negligence of JET. Damage includes, but is not limited to, fading or normal wear and tear. JET will contact the Advertiser if any such damage occurs.
11. This Agreement is not assignable by the Advertiser, nor may the subject of the Agreement be changed.
12. This Agreement becomes effective when executed by JET and Advertiser, and contains the full agreement of the parties, and no representative or assurance, verbal or written, shall affect or alter the obligation of either party hereto.
13. Any bill rendered to JET and/ or Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by JET and/ or Advertiser within thirty (30) days from the rendering thereof.
14. Advertiser and JET are both individually and severally responsible for all provisions under this Agreement. It contains all of the agreement and representation of the parties hereto, and no representation or promise not set forth herein shall affect the obligation of either party hereunder.
15. The laws of the State of Arkansas govern this Agreement and, to the extent permitted by law, all litigation arising from this agreement shall be instituted in Craighead County, Arkansas. Nothing contained in this agreement shall be construed as a waiver of Arkansas State University-Jonesboro's sovereign immunity.

Agreed to this 12<sup>th</sup> day of May, 2017

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Harold Perrin, Mayor  
City of Jonesboro

 5/12/17  
Len Frey, Ph.D Vice Chancellor for Finance  
Arkansas State University, Jonesboro

ATTEST:

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Donna Jackson, City Clerk



## Legislation Details (With Text)

|                       |  |                      |   |                      |  |
|-----------------------|--|----------------------|---|----------------------|--|
| <b>File #:</b>        | RES-17:068   | <b>Version:</b>      | 1 | <b>Name:</b>         | Adoption of revised Employee Handbook      |
| <b>Type:</b>          | Resolution   | <b>Status:</b>       |   | <b>Status:</b>       | To Be Introduced                           |
| <b>File created:</b>  | 5/23/2017  | <b>In control:</b>   |   | <b>In control:</b>   | Finance & Administration Council Committee |
| <b>On agenda:</b>     |  | <b>Final action:</b> |   | <b>Final action:</b> |  |
| <b>Title:</b>         | RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR ALL EMPLOYEES FOR THE CITY OF JONESBORO (PREVIOUSLY REVISED BY RES-14:198 ON NOV. 18, 2014) |                      |   |                      |  |
| <b>Sponsors:</b>      | Human Resources  |                      |   |                      |  |
| <b>Indexes:</b>       | Policy - creation/amendment  |                      |   |                      |  |
| <b>Code sections:</b> |  |                      |   |                      |  |
| <b>Attachments:</b>   | <a href="#">Handbook 2017 Final Draft for revisions.pdf</a>  |                      |   |                      |  |

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR ALL EMPLOYEES FOR THE CITY OF JONESBORO (PREVIOUSLY REVISED BY RES-14:198 ON NOV. 18, 2014)

WHEREAS, there is a need for a revised employee handbook as a guide for all employees of the City of Jonesboro,

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

Section 1. The City of Jonesboro Employee Handbook is hereby adopted by reference, as though set out herein word by word, as a guide for all employees of the City of Jonesboro.

Section 2. The Cit of Jonesboro Employee Handbook will be effective for all employees.

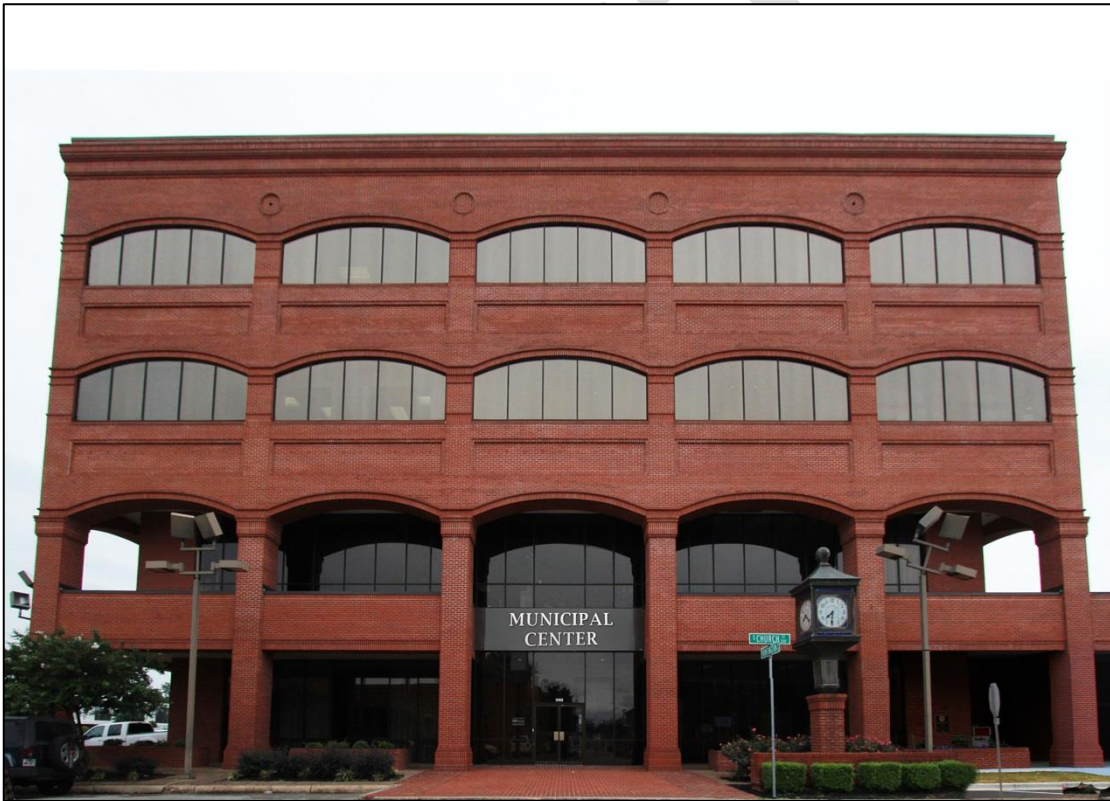
Section 3. All previous editions of any employee handbook for the City of Jonesboro are hereby repealed in their entirety.

Section 4. A copy of the City of Jonesboro Employee Handbook will be kept on file in the Human Resource Department.





## Employee Handbook



Revised May 2017



## TABLE OF CONTENTS

|  |      |
|--|------|
| <b>Introduction</b> .....                                    | iv   |
| Departmental Policies and Guidelines .....                   | iv   |
| <b>Section I – Employment Policies</b>                       |      |
| Equal Opportunity Employer .....                             | 1-1  |
| Employment at Will – Non-Civil Service Employees .....       | 1-1  |
| Vacancies, Promotions, Job Postings, and Advertisement ..... | 1-2  |
| Personnel Files .....  | 1-2  |
| Nepotism & Dating.....                                       | 1-3  |
| Drug-Free Work Place .....                                   | 1-3  |
| Use of Tobacco.....  | 1-8  |
| Refusal to Work.....   | 1-9  |
| Family and Medical Leave Policy (FMLA) .....                 | 1-9  |
| Computer Use Policy.....                                     | 1-13 |
| Password Guidelines .....                                    | 1-15 |
| Smart Phone Use.....   | 1-16 |
| Travel Policy.....   | 1-17 |
| Time Records – Non-Exempt Employees.....                     | 1-21 |
| Overtime Pay – Non-Exempt Employees .....                    | 1-21 |
| Compensatory (Comp.) Time – Non-Exempt Employees .....       | 1-21 |
| Resignation, Termination, and Retirement .....               | 1-22 |
| Social Media .....   | 1-22 |
| <b>Section II – Employee Benefits</b>                        |      |
| Vacation .....   | 2-1  |
| Holidays and Holiday Pay .....                               | 2-2  |

|   |     |
|---|-----|
| Sick Leave.....   | 2-3 |
| Funeral or Bereavement Leave.....                               | 2-4 |
| Catastrophic Sick Leave Bank.....                               | 2-5 |
| Military Leave .....  | 2-7 |
| Court Duty Leave.....   | 2-8 |
| Employee Health and Dental Benefits .....                       | 2-8 |
| Workers' Compensation/Occupational Injuries and Illnesses ..... | 2-8 |
| Employee Retirement Plans .....                                 | 2-9 |

**Section III – Matters Affecting Employee Status**

|                               |     |
|-------------------------------|-----|
| Employee Classifications..... | 3-1 |
| Introductory Period.....      | 3-1 |
| Attendance.....               | 3-2 |
| Work Hours.....               | 3-2 |
| Performance Evaluations ..... | 3-2 |
| Name Badges .....             | 3-3 |
| Training .....                | 3-3 |
| Job Safety.....               | 3-3 |

**Section IV – Standards of Conduct**

|  |     |
|--|-----|
| Harassment Prevention Policy .....     | 4-1 |
| Open Door Policy .....                 | 4-2 |
| Conduct Towards the Public.....        | 4-2 |
| Telephone Courtesy .....               | 4-2 |
| Uniforms and Personal Appearance ..... | 4-3 |
| Workplace Violence.....                | 4-3 |
| Conduct Policy.....                    | 4-5 |
| Care of City Property.....             | 4-7 |

|                            |     |
|----------------------------|-----|
| Use of City Vehicles ..... | 4-7 |
| Time Off To Vote.....      | 4-8 |
| Political Activity .....   | 4-8 |
| Inclement Weather .....    | 4-8 |
| Outside Employment.....    | 4-9 |
| Outside Compensation ..... | 4-9 |
| Disciplinary Action.....   | 4-9 |

**Health & Safety Plan**

|   |                                      |
|---|--------------------------------------|
| Safety Policy Statement .....   | v                                    |
| Section I - Assignment of Responsibilities .....                      | 5-1                                  |
| Section II - Accident/injury Analysis Component .....                 | 5-1                                  |
| Section III - Safety Program Recordkeeping Component.....             | 5-1                                  |
| Section IV - Health and Safety Education and Training Component ..... | 5-1                                  |
| Section V - Safety Inspection Component .....                         | 5-2                                  |
| Section VI - Accident Investigation Component .....                   | 5-2                                  |
| Section VII - Health and Safety Plan Review .....                     | 5-4                                  |
| Section VIII - Disciplinary Action .....                              | 5-6                                  |
| Section IX- General Safety .....                                      | 5-4                                  |
| Section X - Work Related Injuries/Illnesses .....                     | 5-6                                  |
| Appendix A  | Safety Training Attendance List      |
| Appendix B  | Inspection Form                      |
| Appendix C  | Accident Investigation Form          |
| Appendix D  | Annual Health and Safety Plan Review |

## CITY OF JONESBORO

### INTRODUCTION

This Handbook is designed to acquaint you with the City and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the City to benefit employees. One of our objectives is to provide an opportunity for employees to fully develop their potential and find job satisfaction which will benefit the community greatly since it results in better service and higher productivity.

This Handbook is not a contract or a statement of rights and does not change your "At-Will" employment status. No supervisor has the authority to make changes to the Handbook. All changes must be approved by the City Council of the City of Jonesboro.

### **DEPARTMENTAL GUIDELINES**

Policies, such as this Handbook, are approved by council.

Management is authorized to adopt lawful written guidelines governing the day-to-day operations of their department. All departmental guidelines must be approved the Human Resources (HR) Director before they are considered effective. Departmental guidelines, if in conflict with the policies and procedures contained in this Handbook, will be superseded by the Handbook's provisions.

**SECTION I  
EMPLOYMENT  
POLICIES**

DRAFT

## **EQUAL EMPLOYMENT EMPLOYER**

It is the continuing policy of the City of Jonesboro to ensure equal employment opportunity in all personnel actions taken. Our policy is stated as follows:

1. Recruiting, hiring, training, and promoting for all jobs will be without regard to race, color, national origin, religion, sex, age, disability, or genetic information, and will conform with all applicable laws and regulations.
2. Decisions on employment will be based solely on the individual's qualifications for the position being filled.
3. Any promotional decisions will be based solely on the individual's qualifications as related to the requirements of the position for which the individual is being considered.
4. All other personnel actions, such as compensation, benefits, transfers, terminations, and layoffs, return from layoff, and training programs will be administered without regard to race, color, national origin, religion, sex, age, disability, or genetic information.
5. The HR Director is responsible for this policy and for the necessary reporting and monitoring procedures associated with it. Any complaints should be directed to his or her attention. This policy may be periodically reviewed.

## **EMPLOYMENT AT-WILL – NON-CIVIL SERVICE EMPLOYEES**

Other than Civil Service employees of the Fire Department **and employees of the Police Department**, all other City employees are employed at will. Employment with the City of Jonesboro is voluntarily entered into, and the employee is free to terminate the employment relationship at any time, with or without notice and for any reason or no reason at all, with or without cause. Similarly, the City of Jonesboro may terminate the employment relationship at any time, with or without notice and for any lawful reason or no reason at all, with or without cause.

Policies set forth in this Employee Handbook are not intended to create a contract, nor are they to be construed to constitute a contractual obligation of any kind or a contract of employment between the City of Jonesboro and any of its employees. No employee, supervisor, manager, or any other City of Jonesboro representative is authorized to represent to any employee that they are employed by the City of Jonesboro on any other basis, and each employee should never interpret any such person's remarks, or anything written in this Employee Handbook, as a guarantee of continued employment. The provisions of the Employee Handbook have been developed at the discretion of management and, except for its policy of employment at will, may be amended or canceled at any time, at the City of Jonesboro's sole discretion.

## **VACANCIES, PROMOTIONS, JOB POSTINGS, and ADVERTISEMENT**

Applications for city employment will not be accepted from anyone under 18 years old except for certain youth program positions.

Individuals seeking employment with the City may pick up an application at the HR Department or apply on-line on the website, [www.jonesboro.org](http://www.jonesboro.org). Applications will only be accepted when the City is currently seeking to fill a vacancy or when a job opening is posted.

Applicants shall be disqualified from consideration for employment for any of the following reasons:

1. Falsification or misrepresentation of information on the application form or any employment related forms or documents.
2. Failure to submit by the closing date for applications any required application documents as described in the job announcement.
3. Improper influence; an attempt by the **applicant** or through others, with his/her knowledge, to influence a member of the hiring process.
4. Conviction of or pleading Nolo contendere to any felony and/or any misdemeanor, which, at the discretion of the Mayor, compromises the employee's position or reflects negatively upon the integrity of the City. Conviction is not an automatic bar to employment; all circumstances will be considered **on a case-by-case basis**.

It is the policy of the City of Jonesboro to hire and promote the most qualified applicant for all positions.

**Vacancies open to external applicants** will be announced and posted on the City's website, [www.jonesboro.org](http://www.jonesboro.org) and at other City Facilities at least **5** days before the deadline for applications. Copies of the job announcement will be sent to City Departments, to public and private employment agencies, local news media and other **recruiting** sources as needed.

**The City** may fill any vacancy by promoting an existing worker **within the department** without advertising the position outside the department. At the **hiring manager's discretion**, job openings may be restricted to current City employees only. Then the announcement will be posted for **3** days within City facilities. The final approval regarding filling positions will be made by the **Mayor** upon recommendation by the **HR Director and the Hiring Manager**. In emergency situations, where vital city services are at stake, any part of the normal hiring process may be waived **upon approval by the HR Director and the Mayor**.

## **PERSONNEL FILES**

The City maintains an official personnel file on each employee in **Human Resources**. The file includes information that is needed by the City in conducting its business or as required by federal, state, or local law. Personnel files are the property of the City, and access is limited. You may view your own personnel file during normal business hours by contacting Human Resources.

To keep personnel files up to date, employees are responsible to notify HR in writing of any changes in name, address, telephone number, and marital status, number of dependents, beneficiary designations,

W-4 changes, and emergency contact. Family status changes affecting insurance coverage must be made within 31 calendar days of a change **in status or it may not qualify.**

## **NEPOTISM AND PERSONAL DATING RELATIONSHIPS**

It is against City policy to hire persons in a department who are immediate family members of direct supervisory personnel in that department. As defined in this section, immediate family means your parents, spouse, children, brother, sister, and in-laws. This will include "step" or "foster" family members.

The City realizes that personal relations of a romantic nature may develop between co-workers, and while the City does not wish to ban all such relationships outright, those who choose to engage in such relationships do so at their own risk, with knowledge their employment may be affected if the relationship results in inappropriate or unprofessional behavior, negatively impacts the common good or morale of other employees, or creates conflicts of interest. If such relationships exists between employees, then employees must report it to their supervisor(s) and HR. The City reserves the right to take the appropriate action it deems necessary. Dating relationships, which one of the employees is the direct supervisor are prohibited.

If you plan on **entering into a dating relationship with** another employee in your department, and one of you is in a direct supervisory position, the following actions must be taken.

1. You must notify your **supervisor** and the Human Resource Director **immediately.**
2. One of you will be required to resign or transfer to another department, if there is a position available, within 30 calendar days.
3. You may mutually agree on which one of you will transfer or resign.
4. If you cannot agree, the employee with the lower classification will be required to transfer or resign.

## **DRUG-FREE WORK PLACE**

### **Purpose of Policy**

The City of Jonesboro has a vital interest in providing for the safety and well-being of all employees and the public and maintaining efficiency and productivity in all of its operations. In fulfillment of its responsibilities, the City is committed to the maintenance of a drug and alcohol free workplace.

The City and certain employees who drive commercial motor vehicles are subject to the requirements of federal statutes and implementing regulations issued by the Federal Highway Administration and Federal Transit Administration of the U.S. Department of Transportation. They are governed by separate policies, the City of Jonesboro's Supplemental Substance Abuse Policy for Employees Required to Possess a Commercial Driver's License and JETS' Substance Abuse Testing Program Policy, enacted pursuant to applicable laws. Often however, the DOT and transit policies do not cover certain city employees who perform safety and security-sensitive functions. In addition, the City has an interest in maintaining the efficiency, productivity and well-being of employees who do not perform safety or security-sensitive functions. In order to further provide a safe environment for city employees and the public, the City has adopted the following Drug-Free Workplace Policy for those employees who are not covered by federal law with respect to substance abuse testing.



## Policy Statement

All employees must be free from the effects of illegal drugs and alcohol during scheduled working hours and abide by the terms of the policy statement as a condition of employment. Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, during breaks or at lunch, or working or reporting for work when impaired by or under the influence of alcohol, or when drugs and/or drug metabolites are present in the employee's system, is strictly prohibited and grounds for immediate discharge. In addition, employees are subject to immediate discharge for the unlawful manufacture, distribution, dispensation, possession, concealment or sale of alcohol or drugs while on duty, on City property, in City vehicles, during breaks or at lunch.

The City reserves the right to require employees to submit to urine drug testing and Breathalyzer alcohol testing to determine usage of drugs and/or alcohol as provided below. Employees must submit to all required tests. Any employee who refuses to submit to any required test without a valid medical explanation will be subject to immediate discharge. Refusal to execute any required consent forms, failure to show up within the required time frame or refusal to cooperate regarding the collection of samples, or submission or attempted submission of an adulterated or substituted urine sample will be deemed refusal to submit to a required test.

## Safety and Security-Sensitive Positions Defined

A safety-sensitive position is one in which a momentary lapse of attention may result in grave and immediate danger to the public. The following positions are considered safety sensitive:

- Police Department employees who directly participate in code or law enforcement activities.
- Fire department employees who directly participate in fire-fighting activities.
- Mechanics and welders who work on vehicles designed to carry passengers such as buses, police cruisers, vans and the like.
- Lifeguards

A security-sensitive position includes:

- Any police officer, jailer, police dispatcher, and other police department employees, including but not limited to animal control employees, code enforcement employees, and clerical employees, who have access to information concerning ongoing criminal investigations and criminal cases, which information could, if revealed, compromise, hinder, or prejudice the investigation or prosecution of the case that would present a danger to the public.
- Any employee in the Information Systems department as they have access to all the IS equipment and systems that control the functioning of the City.
- Any employee in the Finance Department, other than Accounts Payable Specialists, as they have access to the finances and systems of the City.

## **Drug-Free Awareness Program/Education and Training**

The City will establish a Drug-Free Awareness Program to assist employees to understand and avoid the perils of drug and alcohol abuse. The City will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The City's Drug-Free Awareness Program will inform employees about: (1) the dangers of drug and alcohol abuse in the workplace; (2) the City's policy of maintaining a drug and alcohol free workplace; (3) the availability of drug and alcohol treatment, counseling and rehabilitation programs; and (4) the penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of the Drug-Free Awareness Program, the City will provide educational materials that explain the City's policies and procedures. Employees will be provided with information concerning the effects of alcohol and drug use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

Supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing will receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. The training shall cover the physical, behavioral, speech and performance indicators of probably alcohol misuse and drug use.

## **Prohibited Substances/Legal Drugs/Unauthorized Items**

### **Prohibited Substances**

Alcoholic beverages and drugs are considered to be prohibited substances in the workplace. For purposes of this policy, the term "drugs" includes controlled substances (as identified in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. 812, and the regulations promulgated there under, and defined in the Uniform Controlled Substances Act, Ark. Code Ann. 5-64-201-216,) including synthetic narcotics, designer drugs, marijuana, and prescription drugs, excepting: prescription drugs approved by and used in accordance with the directions of the employee's physician and marijuana that is obtained and used as permitted by Arkansas law for medical purposes.

The abuse, overmedication, inappropriate consumption, or mistreatment of prescription drugs or medical marijuana lawfully obtained and approved by the employee's physician is considered to be the abuse of "drugs" as stated in the previous paragraph.

### **Legal Drugs**

The appropriate use of legal drugs, including prescription drugs and over-the-counter medications, is not prohibited. **The term "legal drugs" includes medical marijuana lawfully obtained from a licensed dispensary located within Arkansas and used for treatment of qualifying medical conditions.** Any employee using a prescription drug should consult with his/her physician and pharmacist regarding the effects of the drug. Employees should read all labels carefully.

## **Unauthorized Items**

Employees may not have any unauthorized items in their possession or in any area used by them or under their control. Unauthorized items may include, but are not limited to, alcoholic beverage containers and drug paraphernalia.

## **Use Of Alcohol and Drugs/Prohibited Conduct**

All employees covered under this policy are subject to the following prohibitions regarding the use of alcohol and drugs (controlled substances):

- Employees shall not report for duty or remain on duty while impaired by the consumption of alcohol. An employee will be deemed to be impaired by alcohol if that employee has a blood alcohol concentration of 0.04 or greater.
- Employees shall not consume alcohol while on duty.
- Employees required to undergo post-accident testing shall not use alcohol for 8 hours following the accident, or until they undergo a post-accident alcohol test.
- Employees shall submit to all authorized drug or alcohol tests.
- Employees shall not report for duty or remain on duty while under the influence of any controlled substance, except when the use thereof is pursuant to the instructions of a licensed physician who has advised the employee that the effect of the substance on the employee does not pose a significant risk of substantial harm to the employee or others in light of his/her normal job duties.

In addition, subject to the disciplinary rules set forth below, employees who are found to have an alcohol concentration of 0.02 or greater, but less than 0.04, in any authorized alcohol test shall be removed from duty, and may not return to duty until the start of the employee's next regularly scheduled shift, but not less than 24 hours following administration of the test.

The foregoing rules shall apply to all employees and shall apply while on duty, during periods when they are on breaks or a lunch, or not performing safety or security sensitive functions.

## **When Drug and Alcohol Testing May Be Required Of Employees**

Employees (and applicants) covered by this policy shall be required to submit to urine testing for use of prohibited drugs and/or Breathalyzer alcohol testing in the following circumstances.

- When the City has reasonable suspicion that an employee has violated any of the above prohibitions regarding use of alcohol or drugs. For purposes of this rule, reasonable suspicion shall be based on specific, contemporaneous, particular observations concerning the appearance, behavior, speech or body odors of the employee. The required observations must be made by a supervisor or city official or employee who is trained in detecting the signs and symptoms of misuse of alcohol and drug use.
- As part of a pre-employment examination after a conditional job offer has been made, a fitness for duty physical examination, or any other lawful required periodic physical examination. Non-safety

and non-security sensitive positions will not be required to undergo a pre-employment drug or alcohol test unless the applicant is otherwise required to undergo a pre-employment physical examination after a conditional job offer has been extended to the employee.

- When the City management has a reasonable suspicion based on observations or credible information submitted to the City, that the employee is currently using, impaired by or under the influence of drugs or alcohol.
- When an employee suffers an on-the-job injury following a serious or potential serious accident or incident in which safety precautions were violated, equipment or property was damaged, an employee or other person was injured, or careless acts were performed by the employee. Such testing will be required of non-safety sensitive employees only when such factors, when taken alone or in combination with other factors, give rise to reasonable suspicion that the employee may be under the influence of drugs or alcohol.
- When any prohibited drug or alcoholic beverage is found in an employee's possession.
- When the laboratory values in any authorized drug test indicated the need for additional testing, as determined by the Medical Review Officer (MRO), or where any authorized drug test must be canceled due to a collection, chain of custody, or other procedural problem.

### **When Drug and Alcohol Testing May Be Required of Employees Holding Safety and Security Sensitive Positions**

Employees in (and applicants for) safety and security-sensitive positions shall be required to submit to urine testing for use of prohibited drugs and/or Breathalyzer alcohol testing in the foregoing and in the following circumstances:

- When a safety-sensitive employee is involved in an accident involving a motor vehicle on a public road while at work, and the employee's position is safety-sensitive because it involves driving a motor vehicle.
- Random testing for drugs (but not alcohol) will be conducted. In order to treat all employees as equally as possible, and to maintain consistency in the administration of its efforts to maintain a drug-free workplace, random testing under this policy will be governed by 49 U.S.C. § 31306 and implementing regulations to the extent that it is lawful and feasible to do so.

### **Random Drug Screens**

Random drug testing will be performed on an unannounced basis and will be spread reasonably throughout the calendar year. The mechanism for determining individual employees to be randomly tested will be by a computerized program conducted by the contracted provider of testing programs. Lists of selected names will be sent to the assigned department contact for test scheduling. When notified of selection for random testing, the employee shall proceed immediately to the collection site. Only employees in safety-sensitive and security sensitive positions are subject to random testing.

## **Disciplinary Action**

Employees may be subject to disciplinary action, up to and including discharge, for any of the following infractions:

- a. Refusal to submit to an authorized drug or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after he/she has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, and/or submission or attempted submission of an adulterated or substituted urine sample.
- b. Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, during breaks, or at lunch.
- c. Unlawful manufacture, distribution, dispensation, possession, concealment, or sale of any prohibited substance, including an alcoholic beverage, while on duty, on City property, in City vehicles, during breaks, or at lunch.
- d. Any criminal drug statute conviction and/or failure to notify the City of such conviction within five (5) days.
- e. Refusal to cooperate in a **lawful** search.
- f. Having an alcohol concentration of .04% or greater in any authorized drug **or alcohol** test.
- g. Testing positive for drugs and/or their metabolites in any authorized drug test.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the City reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

## **Employment Status Pending Receipt of Test Results**

In addition to appropriate disciplinary measures, including suspension, which may be taken in response to the incident or course of conduct which gave rise to the test, the City reserves the right to decide whether the incident or course of conduct prompting the test is of such a nature that the employee should not be put back to work until the test results are received. If such a decision is made, the employee will be suspended without pay. Where the test result is negative, the employee will be reinstated with back pay, provided the employee has not been given an appropriate disciplinary suspension for violation of another work rule which also covers the time missed waiting for the test results.

## **USE OF TOBACCO**

The Arkansas Clean Indoor Act of 2006 (Act) prohibits smoking in all enclosed areas within places of employment and public places. Smoking is not allowed in any building or vehicle owned or leased by the City. **Additionally, the use of e-cigarettes, vape pens or a similar device is also prohibited.** The City will not discriminate or retaliate against any individual for making a complaint regarding a violation of the Act or

this Use of Tobacco Policy, or for cooperating with an investigation regarding a violation of the Act or this Policy. A violation of this policy may result in disciplinary action up to and including termination of employment.

## **REFUSAL TO WORK**

We are committed to public service. If you take part in any work stoppage, slowdown, strike or other intentional work interruption you may be terminated. **If you have a concern you should discuss the matter with your supervisor or HR. (Refer to page 4-2: Open Door Policy).**

## **FAMILY AND MEDICAL LEAVE POLICY (FMLA)**

Employees who have worked for the City for at least one (1) year in the past seven (7) years; who have worked at least 1,250 hours during the previous twelve (12) months (unless the employee is classified as an "exempt" employee under the Fair Labor Standards Act; an employee should consult with Human Resources to determine whether the employee is classified as exempt or non-exempt); and work at location where at least 50 employees are employed by the City within 75 miles of that work site are eligible for leave under the Family and Medical Leave Act (FMLA). The FMLA provides eligible persons with up to twelve (12) weeks unpaid leave during a twelve (12) month period for certain qualified family and medical situations.

### **Reasons for Taking Leave**

1. For the care of the employee's child (birth or placement for adoption or foster care);
2. For the care of the employee's spouse, dependent child, or parent who has a serious health condition;  
or
3. For the employee's own serious health condition;
4. For a "qualifying exigency" resulting from the active duty military service of the employee's spouse, son, daughter or parent who is currently serving in a reserve branch of the armed forces. A qualifying exigency includes: (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) any other leave for which the employer and employee have both agreed shall qualify as an exigency;
5. For the care of the employee's spouse, son, daughter, parent, or next of kin, who is a service member with a serious illness or injury incurred in the line of duty. Employees eligible for this type of leave may be eligible for up to twenty-six (26) workweeks of leave, rather than the usual twelve (12).

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regiment of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Eligibility for Military FMLA Leave**

When electing to take FMLA leave for purposes of caring for an injured service member, the following definitions apply:

Covered service members are current members of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard, or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. This provision does not apply to former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

Serious injury or illness means an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

Next of kin means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

### **Duration of Military FMLA Leave**

Leave to care for an injured or ill active-duty military member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12 month period. Military FMLA leave runs concurrently with other leave entitlements provided under federal, state, and local law.

### **Leave Year**

Except for purposes of leave to care for an injured service member, the leave year (the 12 month period), under this policy shall be calculated on a "rolling 12 month period" measured backward from the date a **service** member uses any family leave.

### **Substitution of Paid Leave for Unpaid Leave**

If the employee has available accrued paid leave, the employee must use the paid leave first and take the remainder of his or her FMLA leave as unpaid leave.

An employee who is taking leave because of the employee's own serious health condition or the serious condition of a family member must use all accrued paid **sick, comp time, or vacation leave** prior to being eligible for unpaid leave.



An employee taking leave for the birth of a child must use paid sick leave for the employee's medically necessary leave following childbirth. The employee shall then use all **comp time and vacation leave**, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

Employees who request FMLA leave should consult with the **HR** Director for details on the availability of **sick, comp time, and vacation**.

### **FMLA and Workers' Compensation**

When an employee is on leave due to an on-the-job injury or illness which is a serious health condition under the FMLA, the workers' compensation absence and FMLA leave will run concurrently.

### **Advance Notice and Medical Certification**

If the leave is to be covered completely through the use of sick or vacation leave, then the employee should provide notice as required under those policies where possible. However, where the need for the leave is foreseeable, and if some or all of the leave will not be covered through the use of vacation, **the City requires that written notice be provided to the HR Director thirty (30) days in advance of the leave**. If leave is not foreseeable, then the employee must provide notice to the City as soon as practicable.

Employees must provide the **HR** Director with sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform their job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the **HR** Director if the requested leave is for a reason for which FMLA leave was previously taken or certified.

An employee requesting FMLA leave must furnish the City with a medical certificate to support the need for a leave due to the employee's serious health condition or that of the family member. The employee will also be required to provide periodic reports of the employee's status while on leave. Further, the employee will be required to furnish recertification from a health care provider if he or she requests an extension of FMLA leave, if circumstances described by the previous certification have changed significantly, or if the City has information that casts doubt on the need for continued leave. At the end of the leave, the employee will be asked to present a doctor's certificate of fitness to return to work. If an employee is unable to return from leave because of a serious health condition, medical certification may be required.

### **Intermittent or Reduced Leave**

Employees do not need to use FMLA leave in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary or specifically approved by the City. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.



## **Employment and Benefits Status**

During FMLA Leave, the City will maintain employees' health coverage under any "group health plan" on the same terms as if the employee's had continued to work. In most circumstances, employees returning from FMLA leave will be restored to their original or equivalent pay, benefits, and other employment terms. The City may find it necessary to deny reinstatement to certain highly compensated employees, but only if it is found necessary to avoid substantial and grievous economic injury to the operation of the City.

Employees who take advantage of FMLA leave will be eligible for any employment benefit that accrued prior to the start of the leave.

## **Medical Insurance Coverage**

During FMLA leave, employees may continue to participate in the City's group health plan under the same conditions as if they continued to work. The City will make arrangements with employees requesting leave for the continued payment of the employee's share of the medical premium. If an employee fails to make premium payments as arranged and becomes in arrears for more than thirty (30) days, coverage will terminate. The employee may resume coverage when he or she returns from leave without having to re-qualify for insurance coverage.

## **Other Rights and Obligations**

The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the City will notify them of their rights and responsibilities. If they are not eligible for leave, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA-protected, then it will notify the employee.

The FMLA makes it unlawful and the City will not:

- (i) Interfere with, restrain, or deny the exercise of any right provided under the Family and Medical Leave Act;
- (ii) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

We have posted and will continue to display the poster entitled:

**EMPLOYEE RIGHTS AND RESPONSIBILITIES  
UNDER THE FAMILY AND MEDICAL LEAVE ACT  
WH Publication 1420**

For more information about our Family Medical Leave Policy, please contact the Human Resources Director or see the "Employee Rights and Responsibilities" form attached to this handbook.

## **COMPUTER USE POLICY**

### **Electronic Communications Equipment Resources and Systems**

#### 1. Technology as a Privilege

The City of Jonesboro provides employees with access to and use of a variety of electronic resources. These resources are provided to employees in an effort to allow them to be more efficient, productive and to have access to information and equipment that is necessary for them to carry out their responsibilities as an employee. Employees are expected and required to use these resources in a manner consistent with their position and work responsibilities.

#### 2. Privacy of Information

All electronic media communications systems (including internet and e-mail systems) and all communications and information transmitted, received by or stored in these systems are City records and the property of the City of Jonesboro. The systems have been provided by the City for use in conducting City business. The computers and computer accounts given to employees are to assist them in performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on the computer system. The computer system belongs to the City and may only be used for business purposes. The City, in its discretion, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the computer system or stored on an employee's computer, for any reason and without the permission of any employee. Even though the City has the right to retrieve and read any e-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Additionally, employees are reminded that communication records are subject to the Arkansas Freedom of Information (FOI) Act.

#### 3. Resources and Systems

Electronic Communications Equipment Resources and Systems include, but are not limited to: computer (including e-mail), electronic (including paging), **cell phones**, and telephone communication (including voice mail and radio) systems; televisions, computers, facsimile machines and copying machines; and any other equipment or systems used for the transmission, reception or storing of information. This policy applies whether an employee accesses the City's equipment or systems in the workplace or from outside the workplace regardless of the time of day used.

#### 4. Acceptable Uses

Limited, occasional or incidental use of electronic media for personal, non-business purposes is understandable and acceptable. However, employees need to demonstrate a sense of responsibility and may not abuse the privilege. Departments will be responsible for issuing their own **guidelines** regarding employee personal cell phone usage while working. Only an approved group of employees will have the authority to send emails to the Announcements distribution group. Employees needing to broadcast an email to the Announcements distribution group, must forward the email to their **Director** who will determine if the e-mail is appropriate for Announcements and should not exceed 15 megabytes. If determined appropriate, the **Director** will forward the email to the Announcements group. The message must be related to City business or provide pertinent information to employees.

Departments will have the ability to add employees who need direct access to the Announcements group (without going through their **Director**) as part of their job duties. Should employees need immediate access to Announcements and unable to contact their **Director** or **his/her** designee, employees can forward the email to the Information Systems **Director**. Employees must receive approval from **their Director** before accessing **online** classes conducted via the Internet during work hours. Employees should exercise proper email maintenance and storage to avoid exceeding the mailbox storage maximum, 40 megabytes. This will ensure that employees continue to receive email notifications and limit the space utilized on the City's email server. Employees should exercise proper attention in the opening/sending/forwarding of attachments and executable files to limit exposure to computer viruses.

5. Equipment and resources shall **not** be used for any of the following purposes:
- a. knowingly transmitting, retrieving or storage of any communications of a discriminatory or harassing nature, including, but not limited to, sexually explicit images, messages or cartoons, or any transmission that contains ethnic slurs, racial epithets, or anything that may be construed as discrimination or harassment of others based on their race, national origin, sex, age, disability, religion, genetic information, or any other protected status;
  - b. distribution of communications of a defamatory or threatening nature or containing profanity;
  - c. conducting business involving outside employment or any activity for personal gain, such as buying or selling of commodities or services with a profit motive;
  - d. electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other employees to access and use the system e.g., viewing/playing games, radio, music, sound files, clips, movies, or videos over the internet;
  - e. any form of gambling;
  - f. transmitting material, information, software, or installing software, in violation of any local, state or federal law, including but not limited to copyright laws;
  - g. conducting any non-City related fund raising, or public relations activities, or participating in political activities;
  - h. sending or forwarding chain letters, virus hoaxes, etc.
  - i. excessive visiting or participating in chat rooms;
  - j. spending unwarranted amounts of time, on the web surfing, or on personal phone calls;
  - k. any other purpose which is illegal, against City policy, or contrary to the City's interest, including but not limited to phishing or hacking;
  - l. connecting non-approved computers, PDAs, cell phones, wireless devices, or peripherals and installing unapproved software, to any of the City's systems, including but not limited to the City's network. Once the device is approved by Information Systems, strict protocol must be followed in the connection of the device since failure to do so could expose the system to viruses.

m. loading of City-owned software on personal computer equipment;

n. sending mass emails to multiple users or Departments that are not related to City business or pertinent to City operations.

## 6. Enforcement and Penalties

The sharing of passwords, using a password that is not assigned to the employee, using it or accessing a resource or system which the employee is not authorized to use, are expressly prohibited. Any employee found to have violated this policy or to be abusing the privilege of City-facilitated access to electronic equipment, resources, or services, will be subject to disciplinary action up to and including termination. Additionally, the City may remove email and/or internet access at any time.

## 7. Off-Duty Work

Non-exempt employees are prohibited from checking emails when off work. Non-exempt police department employees may check work emails when off work with prior approval from the Chief. Non-exempt employees must record as hours worked all time spent checking emails while away from the office.

## **PASSWORD GUIDELINES**

- Passwords must be changed every 90 days.
- The last 5 passwords cannot be re-used.
- Users will be notified 2 weeks in advance of password expiration date. At this time, users will be prompted to select a new password.
- All passwords must conform to the guidelines outlined below.

## **Password Construction Guidelines**

- Passwords cannot contain the user's username or parts of the user's full name that exceed two consecutive characters.
- Passwords must be at least eight characters in length.
- Passwords must contain at least 3 of the following four categories:
  - English uppercase characters (A through Z)
  - English lowercase Characters (a through z)
  - Base 10 digit numeric (0 through 9)
  - Non-alphabetic characters (for example, !, @, \$, %)
- Passwords must not be based on a users' personal information or that of his or her friends, family members, or pets. Personal information includes logon I.D., name, birthday, address, phone number, social security number, or any permutations thereof.
- Passwords must not be words that can be found in a standard dictionary (English or foreign) or are publicly known slang or jargon.

- Passwords must not be based on publicly known fictional characters from books, films, and so on.
- Passwords must not be based on the company's name or geographic location.

### **Password Protection Guidelines**

- Passwords must be treated as confidential information. No employee is to give, tell, or hint at their password to another person, including IT staff, administrators, superiors, other co-workers, friends, and family members, under any circumstances.
- If someone demands your password, refer them to this policy or have them contact the Information Systems.
- Passwords are not to be transmitted electronically over the unprotected Internet, such as via e-mail. However, passwords may be used to gain remote access to company resources via the company's IPSec-secured Virtual Private Network or SSL-protected Web site.
- No employee is to keep an unsecured written record of his or her passwords, either on paper or in an electronic file. If it proves necessary to keep a record of a password, then it must be kept in a controlled access safe if in hardcopy form or in an encrypted file if in electronic form.
- Do not use the "Remember Password" feature of applications.
- Passwords used to gain access to company systems must not be used as passwords to access non-company accounts or information.
- Don't use the same password to access multiple company systems.
- If an employee either knows or suspects that his/her password has been compromised, it must be reported to the Information Systems and the password changed immediately.
- The Information Systems may attempt to crack or guess users' passwords as part of its ongoing security vulnerability auditing process. If a password is cracked or guessed during one of these audits, the user will be required to change his or her password immediately.

### **Password Examples**

#### Strong

monwayTorp1  
jOnwaycotP  
Testthi\$  
T3stthis  
THIS1ISGOOD

#### Weak

test (too short)  
07152006 (no letter, no symbol or capital)  
jonesboro(no number, no symbol or capital)

### **SMART PHONE USE**

This policy addresses the use of smart phones during work time and non-work time.

#### **Scope**

This policy is applicable to all City employees, and any individuals performing services for the City, such as those from a temporary employment agency.

## **Definition**

A smart phone is defined as a cellular phone with the capability to allow the user to talk, access the internet, send electronic mail, text messages, picture messages, or take photographs or videos.

## **Procedures**

While at work, employees are expected to exercise the same discretion in using smart phones, as is expected for the use of City phones or computers. Excessive personal usage during the workday, regardless of the phone or computer used, can interfere with employee productivity and official activity, and can be distracting to others. Employees are asked to make personal calls or use smart phones for personal uses on non-work time when possible and to ensure that friends and family members are aware of the City's policy. The City will be flexible when circumstances truly demand an employee's immediate necessity to use a smart phone. An employee's use of a smart phone for non-work activity is the exception, not the accepted practice.

While not at work, employees may not engage in behavior with their smart phones that would violate the City's **policies, especially the harassment prevention policy, or state or federal laws.**

The City will not be liable for the loss of smart phones brought into the workplace or while conducting City business.

Please be considerate with the use of phones during meetings and training sessions by turning off phones.

Smart phones may not be used to make an audio recording of any conversation on City property on behalf of the City unless authorized by the Chief of Police or, following a written request, after approval by the Mayor. Smart phones may not be used to make a video recording of anyone on City property on behalf of the City without the consent of all the individuals being recorded. Personal cellular phones or smart phones may not be used to photograph anyone on City property on behalf of the City, without the consent of all the individuals being photographed. This policy applies only to secure or other designated non-public areas of City property.

Employees must use extreme caution not to photograph anything constituting a trade secret or proprietary information, especially when taking photographs on City property. Photographing trade secrets or proprietary information is considered a serious violation of this policy and could be a violation of state or federal law.

All employees must follow the City's policies regarding harassment prevention when using smart phones. No smart phones may be used to display or distribute sexually offensive, racist, or derogatory materials. This includes, but is not limited to, derogatory pictures, videos, sounds, words, drawings, or cartoons.

Employees violating this policy may be subject to discipline up to and including termination of employment.

## **TRAVEL POLICY**

This **policy** establishes the rule governing the eligibility for payment of expenses incurred by City employees, elected and appointed officials during travel directly related to official business. These rules provide for the payment of travel funds and for the reimbursement of out-of-pocket expenses.

## Responsibility

The authority for promulgation of rules defining the rates of allowable mileage, food and lodging and similar travel expenses rest with the City Council based on the recommendation of the Finance Committee.

The Finance Department ensures conformity to the procedures in this guideline. Normal audit rules will be applied to establish conformance among city departments.

**Supervisors** are responsible for the dissemination of these procedures to all employees; and for verification and submission of all Requisitions, Request for travel Forms, Travel Expense Forms, and receipts and/or requests for reimbursement to Finance.

The individual employee traveling on official business is responsible for making sure he/she understands this policy and complies with it. Any unusual circumstances or exceptions must be clarified in advance and any deviations must be approved in writing in advance by **his or her supervisor**.

NOTE\* Reimburse or reimbursement as it appears anywhere in this procedure, references the fact that detailed documentation must be provided with the Final Travel Expense Report.

In order to afford employees, elected and appointed, maximum flexibility in the accomplishment of their assigned tasks, the City of Jonesboro will pay travel expenses directly related to official business in accordance with amounts authorized herein. Travel expenses for official business may include the cost of out-of-town conferences involving professional associations, intensive training of the short course nature and meetings with state and federal authorities on program-related topics. All travel expenses for employees shall be approved by their **Director** within their approved travel budget. Travel expenses for Department Heads shall be approved by the Mayor. Travel by elected or appointed officials shall not require approval subject to prior budget approval.

## Procedures

### Transportation

An employee may choose to extend travel beyond the time required to conduct the business purpose of the travel. Time and expense incurred in excess of the business purpose are the responsibility of the traveler. These arrangements must be approved in advance, in writing, by the traveler's **supervisor**.

Airline ticket payment will be made for actual coach costs. The traveler has the option of using their own resources (cash, credit card, etc.) to purchase reimbursable tickets, or the following procedure may be utilized for the City to purchase tickets. A Purchasing Requisition payable to the Credit Card Company, Airline Itinerary, and Confirmation Locator Number (supplied by the airline for tickets placed on 24 hour hold) must be submitted to Finance Department as soon as possible after reservations are made. Transferring tickets is not allowed. FAA regulations state that tickets must be issued in the traveling employee's name.

Mileage reimbursement for use of a private vehicle is allowable in the event a City-owned vehicle is not available. Mileage shall be based on the current IRS per mile rate. Trip distances shall be computed (and printed) using Map Quest or similar software. However, personal vehicle mileage reimbursement shall not exceed the lowest coach airfare available at the time of the travel request (documentation must be provided); nor shall food and lodging expense be for more than one additional day of travel time to and/or from the destination city. Any exceptions to this must have prior approval in writing from the **Chief Financial**

**Officer.** Reimbursement for use of personal vehicles to travel to and from the airport will be one round trip if utilizing airport parking, or two round trips if not utilizing airport parking. Mileage is paid from City Hall or the travelers normal work location to the airport and back. If travel is mandated by the **supervisor's** written directive on a non-regularly scheduled workday, round trip mileage from the traveler's home of record is authorized.

Taxi fare and similar public transportation is reimbursable for all necessary City business related trips.

Rental vehicles require prior written approval from the **employee's Director**. Written justification for renting vehicles as well as cost estimates for the rental of the vehicle and collision insurance, if you plan to purchase insurance, must accompany all requests for travel. Actual costs of mid-sized or smaller vehicles rented from recognized car rental agencies (Avis, Hertz, National Budget, Dollar etc.) are reimbursable. When more than four (4) employees are traveling to the same destination, reimbursement for actual costs of renting vans shall be allowed.

Fuel for City-owned vehicles is reimbursable. Use of City-owned vehicles outside City limits requires written justification from the traveler's **manager**.

## **Pay for travel for non-exempt employees**

### **Travel time as working time**

In most cases, travel time counts as working time. When travel is considered hours worked, the time must also be counted to calculate overtime as follows:

#### **During a normal work day**

A normal commute to work and back is not typically considered work time. However, travel during the workday is work. For example, if an employee normally works 8:00 to 5:00, and must drive 15 miles for a meeting at 3:00, the travel time counts as work (it takes place within normal work hours). However, if the meeting ends at 5:00 and the employee goes straight home, this is probably a normal commute and does not count as hours worked, assuming the travel is not much farther than a normal commute (usually, within the same city or community).

#### **To another city in the same day**

Travel time to another city is working time. However, travel from home to an airport or other terminal can be considered a commute that is unpaid. For example, an employee might drive from home to the airport, take a flight to another city for a conference, and return to the airport before driving home (all in the same day). Time spent driving to and from the airport can be considered a normal commute (assuming it is within the same community) and would not have to be paid working time. However, all other travel time (on the plane and at the destination) counts as hours worked that must be paid, even if those hours are outside the normally scheduled hours (i.e., the train leaves at 7:00 a.m. and returns at 6:00 p.m.). Of course, normal meal breaks do not count as hours worked.



## **Overnight travel to another city**

In most cases, all travel time to another city for an overnight trip counts as paid working time. To use the above example, suppose the employee took a flight to another city and stayed overnight. If travel to another city occurs during normal work hours on a non-work day (i.e., the employee takes the 11:00 a.m. flight on a Sunday) it also counts as hours worked.

## **Food**

Full day travel shall be defined as an initial departure time prior to 7:00 A.M. and return of at least 7:00 P.M. Allowances for travel within Arkansas shall be \$40.00 for all meals with tips included. Allowances for meals out of state shall be based on the General Services Administration (GSA) travel rates and shall not exceed the total daily amount. Receipts must be turned in with travel forms.

Meals for partial day travel shall be paid on a per diem rate depending on departure and arrival time. Partial day travel shall be defined as an initial departure time later than 8:00 A.M. and/or return time of earlier than 6:00 P.M. The maximum allowable reimbursement shall be for two meals. The per meal allowance in Arkansas, including tip, shall be: Breakfast-\$8.00; Lunch-\$12.00; Dinner-\$20.00. In cases where a meal is provided by the attended function, unless the employee's supervisor provides prior written approval, the allowance will not be paid for the meal. The per meal allowance for out of state travel shall be based on the GSA travel rates per meal.

Reimbursement of meals for other purposes for official city business must state the name of the guest(s), nature of business, and be approved by the Director based on prior budget approval. The City shall not reimburse the costs of alcoholic beverages.

## **Lodging**

The City will reimburse charges for room rate, taxes, and phone calls made on behalf of the City, where it is reasonably expected that a prudent traveler could not return to their residence.

## **Tips**

Employees may be reimbursed for tips related to meals and parking, up to 15% of the cost of the meal and parking expenses.

## **Parking**

Expenses incurred for parking are reimbursable. Any airport parking shall be reimbursed at the long-term parking rate.

## **Submission of Actual Expenses shall be as Follows:**

The traveler must submit a completed copy of the Travel Expense Report (with receipts and/or request for reimbursements) to the Accounts Payable section of the Finance Department within 10 workdays of return.

After 10 days, all follow up will be addressed through the appropriate Department Head to the traveler.

NOTE\* Reimbursement as it appears anywhere in this procedure, references the fact that detailed documentation must be the expenses and explain the business purposes (who, what, when, where, and why) for the expense. Lodging expenses must be itemized by day, and show all miscellaneous expenses. Expenses will not be reimbursed without detailed, supporting receipts.

### **TIME RECORDS - NON EXEMPT EMPLOYEES**

Accounting requirements necessitate the documentation of attendance as well as overtime hours. You must record on a time sheet all hours at work, including arrival at the office, departure for lunch, return from lunch, and departure at the end of the work day. After your supervisor has approved your completed time sheet, the time sheet must be submitted to payroll at the appropriate designated time.

### **OVERTIME PAY – NON EXEMPT EMPLOYEES**

You may be required to work overtime. Overtime must be approved by your supervisor prior to being worked. The approving **manager** must initial the overtime hours on your time record in order for the time to be considered approved overtime. **Non-exempt employees who work non-authorized overtime hours will be paid, but will be subject to disciplinary action, up to and including termination.**

Except for when compensatory time is provided to **non-exempt** employees in lieu of overtime pay, all **non-exempt** employees will be paid overtime when they work more than 40 hours in a work week. Shift-working Firefighters will be paid overtime when they work more than 204 hours within a 27 day work schedule. The rate of pay for overtime work is 1.5 times the regular rate of pay.

### **COMPENSATORY (Comp) TIME – NON EXEMPT EMPLOYEES**

The Mayor may direct that compensation for overtime be made in the form of compensatory time, rather than overtime pay. Use of compensatory leave is provided and taken pursuant to applicable federal and state law. Department records will determine the number of compensatory leave **hours** you have earned. Compensatory leave must be taken within one year after it is earned and is scheduled the same way as vacation.

Compensatory time (comp time) off in lieu of monetary overtime compensation is provided at a rate of not less than one and one-half hours of compensatory time for each hour of overtime worked. No employee shall be allowed to accumulate more than a total of 40 hours of compensatory time unless you are a public safety officer. After reaching a total of 40 hours compensatory time, all overtime shall be paid in monetary compensation until the total hours of compensatory time drops below a total of 40.

Public safety officers are allowed to accumulate no more than a *total* of 100 hours of compensatory time, and all overtime shall be paid in monetary compensation until the total hours of compensatory time drops below a *total* of 100 hours. The procedure for scheduling public safety officer's compensatory time off is the same as scheduling vacation.

In addition, due to the specific nature of the requirements of public safety officers assigned to positions as School Resource Officers, they will be allowed to accumulate the maximum amount of compensatory time allowed by federal and state law, currently 480 hours. Officers removed from such assignments will be required to expend any time accumulated over 100 hours before utilizing any other type of leave.

**Supervisors** shall be charged with maintaining accurate records of compensatory time in their department and providing **Payroll** records of compensatory time as it is earned and taken.

Upon termination of employment, an employee will be paid for unused compensatory time figured at: 1) the average regular rate received by such employee during the last three years of employment; or 2) the final regular rate received by such employee, whichever is higher.

In the event a non-exempt employee moves into an exempt position, any accumulated compensatory time owed to them shall be taken within 3 months of becoming exempt and if not taken during the 3 month time frame it shall be paid to them at the end of three months at their non-exempt rate of pay.

### **RESIGNATION, TERMINATION, and RETIREMENT**

Employees who wish to terminate their employment with the City of Jonesboro are requested to notify the City at least 2 weeks in advance. Notice should be given in writing to your **Supervisor and HR**. Proper notice should allow the City time to calculate all money you are due in your final paycheck. Without adequate notice, you may have to wait until the next pay period to receive those payments.

Employees who plan to retire are requested to give the City a minimum of 2 months' notice. This should allow time for processing appropriate forms to help ensure that your retirement benefits start on time.

**Retirement is defined as an employee who retires with 20 years of service with the city. Eligible employees with 20 years of service may elect to continue the cities health care plan until the age of 65, as long as he or she pays the cities full premium amount. He or she may not make changes to the plan once retired or when the plan has been terminated it may not be re-added.**

When an employee retires from his or her position with the City, he or she begins receiving benefits under the appropriate retirement plan, if applicable. If the retired employee later accepts a new position with the City, he or she will be considered a new hire for all purposes of employment, including eligibility for benefits and paid leave. **Note – some retirement plans may recognizes prior years of service for vesting purposes. Consult with HR about your particular plan.**

Employees who are absent for three consecutive days without being excused **or have given** proper notice will be considered as having voluntarily quit.

**Employees who leave the City and later accept a new position with the City, will be considered a new hire for all purposes of employment, including eligibility for benefits and paid leave.**

Any employee who is terminated for disciplinary reasons will not be eligible for rehire with the City **unless an override is approved by the HR Director and the Mayor.**

### **SOCIAL MEDIA POLICY**

#### **Purpose of Policy for City of Jonesboro Social Media Site(s)**

This policy establishes guidelines for the establishment and use by the City of Jonesboro of social media sites (including but not limited to Facebook and Twitter) as a means of conveying City of Jonesboro ("City") information to its citizens.

The intended purpose behind establishing City of Jonesboro social media sites is to disseminate information from the City, about the City, to its citizens.

The City of Jonesboro has an overriding interest and expectation in deciding what is spoken on behalf of the City on City social media sites.

For purposes of this policy, social media is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include, but are not limited to, Facebook, blogs, Myspace, RSS, YouTube, Second Life, Twitter, LinkedIn, Delicious, Snapchat, Instagram, Pinterest, and Flickr. **For purposes of this policy, "comments" include information, articles, pictures, videos, or any other form of communicative content posted on a City of Jonesboro social media site.**

### **General Policy**

1. The establishment and use by any City department of City social media sites are subject to approval by the Mayor or his/her designees. All City of Jonesboro social media sites shall be administered by City of Jonesboro Information Technology ("IT") staff.
2. City social media sites should make clear that they are maintained by the City of Jonesboro and that they follow the City's Social Media Policy.
3. Wherever possible, City social media sites should link back to the official City of Jonesboro website for forms, documents, online services and other information necessary to conduct business with the City of Jonesboro.
4. The **Communications department** will monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City of Jonesboro.
5. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the **Communications department** for a reasonable period of time, including the time, date and identity of the **person posting**, when available.
6. These guidelines must be displayed to users or made available by hyperlink.
7. The City will approach the use of social media tools as consistently as possible, enterprise wide.
8. The City of Jonesboro's website at <http://www.jonesboro.org/> will remain the City's primary and predominant internet presence.
9. All City social media sites shall adhere to applicable federal, state and local laws, regulations, and policies.
10. City social media sites are subject to the Arkansas Freedom of Information Act. Any content maintained in a social media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.

11. Comments on topics or issues not within the jurisdictional purview of the City of Jonesboro may be removed.
12. Employees representing the City government via City social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.
13. City employees who post information on social media sites are expected to conduct themselves in accordance with all City policies, specifically including, but not limited to, the Harassment Prevention Policy, the Conduct towards the Public Policy, the Workplace Violence Policy, and the Conduct Guidelines Policy.
14. City Employees are to refrain from posting on social personal networking sites or media, photographs of City personnel wearing City distinguishable uniforms, logos, shields, badges, weapons, or writings that readily identify one as an employee of the City. City personnel are permitted to "share" or link to postings by the City on their personal networking sites or media. Otherwise when representing the City in an official capacity, City personnel may request that the Communications **department** post on the official City website and/or social media, photographs of the City personnel wearing City distinguished uniforms, logos, shields, badges, weapons, or writings that readily identify one as an employee of the City.
15. This Social Media Policy may be revised at any time.

### **Comment Policy**

1. As a public entity the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.
2. The intended purpose behind establishing City of Jonesboro social media sites is to disseminate information from the City, about the City, to its citizens.
3. Comments containing any of the following inappropriate forms of content shall not be permitted on City of Jonesboro social media sites and are subject to removal and/or restriction by the Public Information Coordinator or his/her designees:
  - a. Comments not related to the original topic, including random or unintelligible comments;
  - b. Profane, obscene, violent, or pornographic content and/or language;
  - c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin;
  - d. Defamatory or personal attacks;
  - e. Threats to any person or organization;
  - f. Comments in support of, or in opposition to, any political campaigns or ballot measures;
  - g. Solicitation of commerce, including but not limited to advertising of any business or product for sale;

- h. Conduct in violation of any federal, state, or local law;
  - i. Encouragement of illegal activity;
  - j. Information that may tend to compromise the safety or security of the public or public systems;
  - k. Content that violates a legal ownership interest, such as a copyright, of any party.
4. A comment posted by a member of the public on any City of Jonesboro social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Jonesboro, nor do such comments necessarily reflect the opinions or policies of the City of Jonesboro.
  5. The City of Jonesboro reserves the right to deny access to City of Jonesboro social media sites for any individual, who violates the City of Jonesboro's Social Media Policy, at any time and without prior notice.
  6. Departments shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.
  7. When a City of Jonesboro employee responds to a comment, in his/her capacity as a City of Jonesboro employee, the employee's name and title should be made available, and the employee shall not share personal information about himself or herself, or other City employees.
  8. All comments posted to any City of Jonesboro Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php>, and the City of Jonesboro reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.

### **Purpose of Policy for Employees Personal Social Media Site(s)**

The City of Jonesboro recognizes that employees may use social media websites or similar media including, but not limited to, blogs, chat rooms, online journals, personal websites, Facebook, Instagram, Twitter, LinkedIn, etc. (hereinafter referred to as "personal websites").

Employees are reminded that information posted on personal websites can be viewed by members of the public and by other employees (including management). Employees should remember that almost all input online is archived, so even posts that have been deleted may be uncovered or recovered by someone. Social media content may also be reposted and shared, and may reach individuals the user hadn't intended to reach.

### **Social media use on non-work time**

Employees should also be aware that their actions outside of work, including those on social media sites can affect the workplace. The same principles and guidelines found in City of Jonesboro's policies apply to employees' activities online.

Employees that violate city policies while on social media may face discipline. Threats of violence, harassment, or discriminatory behavior will not be tolerated by the City of Jonesboro, no matter the medium, and no matter when such posts are made (whether during or outside of work hours).

### **Social media use on work time**

Employees should refrain from using social media while on work time unless they are specifically authorized to do so by a supervisor or other authorized city official. Do not use your City of Jonesboro email address to register on personal websites.

Nothing in this section should be construed to limit an employee's right as a private citizen to discuss a matter of public concern during non-work time.

Employees may always utilize the City's Open Door Policy to resolve work-related issues. (Refer to page 4-2: Open Door Policy).

DRAFT

# **SECTION II**

# **EMPLOYEE BENEFITS**

DRAFT



## **VACATION**

### **Police Department**

Full-time sworn Officers of the Police Department accrue vacation time at the rate of 10 hours per-month. After you have continuously worked 15 years for the City as a full-time employee, you will accrue vacation at the rate of 13.33 hours per month. You will not accrue vacation unless you are in a pay status. You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on the first pay day after your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

### **Fire Department**

Full-time Civil Service employees of the Fire Department who work 24 hour shifts accrue vacation time at the rate of 14 hours per month. After you have continuously worked 15 years for the City as a full time employee, you will accrue vacation at the rate of 18.66 hours per month. This is based on an 11.2 hour work day as recommended by the Arkansas Attorney General's Office. You will not accrue vacation unless you are in a pay status. You may accumulate more than 336 hours of vacation in any given year, but you will forfeit any amount greater than 336 hours on the first pay day after your anniversary date. You may be paid for up to 336 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

Full-time Civil Service employees of the Fire Department who work a 40 hour week accrue vacation time at the rate of 10 hours per-month. After you have continuously worked 15 years for the City as a full time employee, you will accrue vacation at the rate of 13.33 hours per month. You will not accrue vacation unless you are in a pay status. You may accumulate more than 240 hours of vacation in any given year, but will forfeit any amounts greater than 240 hours on the first pay day after your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has accumulated.

If you change from a 24 hour shift position to a 40 hour per week position, your vacation time will be converted by multiplying the total accumulation by 0.714. If you change from a 40 hour per week position to a 24 hour shift position, your vacation time will be converted by multiplying the total accumulation by 1.4.

### **Non-Civil service or non-sworn Officers**

Full-time employees will accrue 80 hours of vacation **per year** at the rate of 6.67 hours per month until you reach your fifth anniversary date as a full time employee. After you have continuously worked 5 years for the City as a full time employee, you will accrue vacation at the rate of 10.0 hours per month. After you have continuously worked 15 years for the City as a full time employee, you will accrue vacation at the rate of 13.33 hours per month. You will not accrue vacation unless you are in a pay status.

You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on the first pay day after your anniversary date as a full time employee. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

## All Employees

The number of employees off at any time will be decided by the **supervisor** based on department workloads. You should notify your **supervisor** at least 1 week before you plan to take vacation. Vacation requests will be granted on a first-come, first-served basis. Conflicts will be resolved **according to departmental guidelines as approved by HR**. Vacation time will be charged by the hour. An hour of vacation time will be charged for each hour that you are away from work. You will not be charged vacation for time that you would not normally work. **Any absences not covered by an approved form of paid leave or not approved by the manager and HR will be considered unexcused and subject to disciplinary action up to and including termination.**

**Exempt employees who work a partial day will be paid for the full day, but may be required to use vacation or sick time for the time the employee is absent from work, whether the absence is a partial day or a full day. Exempt employees should consult with their supervisor.**

## HOLIDAYS AND HOLIDAY PAY

**Civil Service** employees and sworn full-time officers of the City of Jonesboro are paid for the 11 Holidays listed below. Total annual Holiday Pay is divided equally and included with the basic pay for each pay period.

|                                 |                                      |
|---------------------------------|--------------------------------------|
| New Year's Day                  | January 1 <sup>st</sup>              |
| Dr. Martin Luther King Birthday | 3 <sup>rd</sup> Monday in January    |
| <b>President's Day</b>          | 3 <sup>rd</sup> Monday in February   |
| Memorial Day                    | Last Monday in May                   |
| Independence Day                | July 4 <sup>th</sup>                 |
| Labor Day                       | 1 <sup>st</sup> Monday in September  |
| Veteran's Day                   | November 11 <sup>th</sup>            |
| Thanksgiving Day                | 4 <sup>th</sup> Thursday in November |
| Day after Thanksgiving          | Friday after Thanksgiving            |
| Christmas Eve                   | December 24 <sup>th</sup>            |
| Christmas Day                   | December 25 <sup>th2</sup>           |

**Non-Civil service and non-sworn full-time employees** are eligible for 11 holidays per year. If work schedules permit, full time employees may take the following 7 days off with pay.

|                                |   |
|--------------------------------|---|
| New Year's Day                 | January 1 <sup>st</sup>                       |
| Memorial Day                   | Last Monday in May                            |
| Independence Day               | 4 <sup>th</sup> of July                       |
| Labor Day                      | 1 <sup>st</sup> Monday in September           |
| Thanksgiving Day and day after | 4 <sup>th</sup> Thursday & Friday in November |
| Christmas Day                  | December 25 <sup>th</sup>                     |

If you have to work on any of the above days, you will get another day off, or you will be paid holiday pay in addition to your regular pay for that day. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

The following 4 days will normally be workdays, but full-time employees who are not Civil Service will be paid holiday pay for each of them.

Dr. Martin Luther King's Birthday  
**President's Day**  
Veteran's Day  
Christmas Eve

3<sup>rd</sup> Monday in January  
3<sup>rd</sup> Monday in February  
November 11<sup>th</sup>  
December 24<sup>th</sup>

If you work in the 911-Emergency Dispatch Center you do not normally get time off for holidays. You will be paid holiday pay during the month of December for all holidays. Your holiday pay will be calculated in the same manner as other non-sworn employees.

Before you can be paid Holiday Pay, you must be a full-time employee and you must be in a pay status on your last scheduled work day before and your next scheduled work day after the Holiday. Holiday pay for current employees will be calculated at your current hourly rate and paid in the month of December. Employees who terminate employment during the year will be paid the applicable holiday hours with their last pay check.

## **SICK LEAVE**

### **Police Department**

Full-time sworn Officers of the Police Department accrue sick leave at the rate of 13.33 hours per month. If unused, sick leave may be accumulated to a maximum of 720 hours. Sick leave will be charged by the quarter hour. You will not be charged sick leave for the time that you would not normally work. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status, you or your estate will be paid for any unused sick leave, up to a maximum of 480 hours. You will be paid at your rate of pay in effect at the time of payment.

### **Fire Department**

Full time Civil Service employees of the Fire Department who work 24 hour shifts accrue sick leave at the rate of 20.00 hours per-month. This is based on a 12.00 hour work day. If unused, sick leave may be accumulated to a maximum of 1440 hours as stated in Arkansas Code 14-53-108. Sick leave will be charged by the quarter hour. You will not be charged sick leave for time that you would not normally work. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status, you or your estate will be paid for any unused sick leave, up to a maximum of 720 hours. You will be paid at your rate of pay in effect at the time of payment.

If you change from a 24 hour shift position to a 40 hour per week position, your sick leave will converted by multiplying the total accumulation by 0.714. If you change from a 40 hour per-week position to a 24 hour shift position, your sick leave will be converted by multiplying the total accumulation by 1.4.

### **Non Civil Service and Non-Sworn Full Time Employees**

Non Civil Service and non-sworn full-time employees shall accrue sick leave at the rate of 8 hours per month. If unused, sick leave may be accumulated to a maximum of 720 hours. Sick leave will be charged by the quarter

hour. You will not be charged sick leave for time that you would not normally work. You may not take sick leave before it has been accumulated.

After you have reached your 10th anniversary as a full time employee, you will be paid for up to 360 hours of unused sick leave when your employment is terminated for any reason, including death. After you have reached your 15th anniversary as a full time employee, you will be paid for up to 480 hours of unused sick leave when your employment is terminated for any reason, including death.

## **All Employees**

Sick leave may be used for the following reasons:

Personal illness or physical incapacity, medical, dental and optical visits, you are quarantined by a physician or health officer, illness in your immediate family which requires you to take care of your family member(s).

For sick leave purposes, immediate family includes your spouse, child, step-child, foster child, parents, or any family member who lives in your household.

If you cannot come to work due to a reason listed in this section, you must notify your **supervisor**, or someone acting for your **supervisor**, within one (1) hour of your work time. If you do not, you may not be paid sick leave.

**Supervisors have the discretion to ask for a doctor's excuse before the employee returns to work. If you are absent three (3) or more days in a row, you will be required to obtain a doctor's excuse. If you run out of sick leave, you will be charged comp time and vacation time accrued for missing work due to sick leave reasons. After you have used all your sick leave, comp time and/or vacation time, you will not be paid for days that you miss. Any absences not covered by an approved form of paid leave or not approved by the employee's supervisor and HR will be considered unexcused and subject to disciplinary action up to and including termination.**

You may not donate sick time to another employee. In case of extreme hardship when you have used all of your sick leave, vacation, and comp time and if are a member of the Catastrophic Sick Leave Bank, you may request leave as outlined by the Catastrophic Sick Leave Bank Policy ([refer to page 2-5](#)).

## **FUNERAL OR BEREAVEMENT LEAVE**

You may miss up to 24 hours of work for paid funeral leave in cases of death in your immediate family. For funeral leave purposes, "immediate family" may include your **spouse**, parents, brother, sister, children, grandparents, grandchildren, spouse's parent, sibling's spouse, or any relative who lives in your house, including "step" and "foster" relatives.

Funeral leave will not be charged as sick leave or vacation pay. Funeral leave is not cumulative and may not be carried over from one year to another.

In cases where 24 hours of work time is not enough, you may be granted additional time by your **supervisor**. Additional time will be charged to vacation time or unpaid leave.

## **CATASTROPHIC SICK LEAVE BANK**

The City of Jonesboro's Catastrophic Sick Leave Bank allows participating employees who have exhausted all available balances to receive additional sick leave benefits for extended absences upon submission of properly documented application for the following reasons: (1) if the employee experiences a personal catastrophic illness or injury or (2) if the employee's parent, spouse, or dependent child as defined by IRS Publication 501 is undergoing treatment or recovery of an illness or injury.

Regular full-time employees of the City with a minimum of one (1) year of service are eligible to participate. New employees will become eligible to join the Bank on the date of their one (1) year anniversary. Employees that are currently on disciplinary action for poor attendance or do not have the minimum hours for initial membership are not eligible to enroll in to the Sick Bank program. An approved absence for illness will not be considered poor attendance.

All employees, except 24-hour shift employees, shall donate sixteen (16) hours for initial membership in the Bank. Firefighters who work 24-hour shifts shall donate forty-eight (48) hours for initial membership. Such donations must be paid within two months of an employee's eligible date. If an employee does not join within the two month period they will not be eligible to join again until open enrollment.

Following the initial donation, eight (8) hours per non-uniform and police employees and twenty-four (24) hours per firefighter who works a twenty-hour (24) shift, shall be required yearly to maintain membership. Hours must be paid to the Bank by March 1<sup>st</sup> each year to maintain membership in the Bank. No employee shall be advanced hours from the bank until the appropriate initial donation has been met. An employee may not donate hours for another employee for their initial membership donation nor for the required yearly donation of hours.

Hours contributed to the Catastrophic Sick Leave Bank may not be restored to the contributing employee under any circumstances.

Open enrollment will be held in November and December of each year. The effective date of those signing up during open enrollment shall be January 1, of the following year.

Catastrophic leave, for the purpose of this Bank, shall be defined as sick leave required (1) for treatment or recovery of a non-job injury or illness to the participating employee, which exceeds two (2) weeks in duration as documented by an attending physician, or (2) for treatment or recovery of an illness or injury to a participating employees' parent, spouse or dependent child as defined in IRS Publication 501.

To be eligible, the employee must have not received a written warning for verified misuse of sick leave during the past two years.

To request hours from the Bank a member employee must make a written request and include **supporting** medical documentation, which backs up the request, to the Human Resources Director. No catastrophic leave shall be approved until all leave (inclusive of sick leave, comp, and vacation time) has been exhausted. The Human Resource Department working in conjunction with payroll will be responsible for the administration and record keeping of the bank.

Leave from the Bank shall be limited to eight (8) weeks per member, per calendar year. The Human Resources Director shall have the authority to grant leave from the Bank for a period of up to eight (8) weeks providing forms are completed and all medical documentation is in order. Up to an additional eight (8) weeks of time may be granted by the decision of the Board. In cases of extreme hardship an additional eight (8) weeks may be granted by the Board. Any appeal of a decision, denying sick leave from the Bank **may** be appealed to the Mayor

within seven (7) calendar days of the leave being denied. The decision of the Mayor shall be final.

All leave from the Catastrophic Sick Leave Bank shall run concurrently with Family Medical Leave and shall be taken in 8, 10, or 24 hour increments depending on the shift of the employee unless approval for an intermittent leave under the FMLA has been granted. Intermittent leave may be granted in cases where a regimen of continuing treatment must be submitted with the request for intermittent catastrophic leave.

A reoccurrence of the medical problem for which a leave was granted, beyond thirty (30) calendar days of return to active status, will be treated as a new case and will require submission of a new request form with medical documentation.

Employees on a catastrophic leave will be considered to be in a pay status and shall continue to accrue sick leave and vacation while receiving hours from the Bank. Any leave granted but not used shall be returned to the Bank.

In the event that the number of hours in the Bank is depleted in any given year, those members participating may be assessed one additional sick day.

## **Definition of Terms**

**Board** - is comprised of the Human Resource Director, **Chief Financial Officer** and Chief Operations Officer.

**Catastrophic Illness** - a medical condition (as defined under FMLA) which requires an employee's absence from duty for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, vacation, holiday, and compensatory leave time.

**Catastrophic Sick Leave** - paid leave in a rolling calendar year which is transferred to a leave recipient from the City of Jonesboro catastrophic leave bank. Catastrophic leave may be granted in 8, 10 or 24 hour increments. While a leave recipient is on catastrophic leave, he or she will receive normal benefits such as city contributions to insurance and retirement.

**Catastrophic Sick Leave Bank** - a pool of accrued sick leave donated by employees that has been approved for use by other employees.

**Catastrophic Sick Leave Bank Donor** - an employee whose voluntary written request to donate accrued sick leave to the city's catastrophic leave bank has been approved. No employee shall be allowed to be a leave donor if such donation will reduce that employee's accrued sick to less than zero hours.

**Catastrophic Sick Leave Bank Program** - a program approved by the City and operated by the Department of Human Resources in concert with the Board to provide for the orderly authorization and administration of catastrophic leave.

**Catastrophic Sick Leave Bank Recipient** - a current employee whose application to receive catastrophic sick leave has been approved.

**Employee** - a person who is a uniform or non-uniform employee who is compensated on a full-time basis and been employed at least one (1) year. Part-time, seasonal or temporary employees are excluded from this definition and are not eligible to participate as a donor or recipient in the Catastrophic Sick Leave Bank Program.



**Medical Condition** - a personal or qualifying family member emergency limited to catastrophic and debilitating medical situations, severe complications resulting in the inability to work and severe accident cases which cause the employee to be incapacitated, require a prolonged period of recuperation and require the employee's absence from duty as documented by a physician. Disabilities resulting from elective surgery do not qualify.

**Medical Documentation** - documentation by a physician certifying that the employee is incapacitated and the period of incapacitation. The medical form for requesting Family Medical Leave may be used to request time from the Catastrophic Sick Leave Bank.

**Prolonged Period of Time** - a continuous period of time whereby a medical condition prevents the employee from performing the employee's duties. A prolonged period of time is interpreted to be a minimum of two (2) weeks.

**Substantial Loss of Income** - a continuous period of time when the employee will not have otherwise been compensated by the city due to a medical condition and the exhaustion of all earned sick, vacation, and compensatory leave, and such medical condition is not covered and compensated by Worker's Compensation.

## **MILITARY LEAVE**

The City recognizes the commitment and responsibility of our employees to serve in the armed forces. Accordingly, The City complies with all applicable laws concerning military leave.

The City complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which protects applicants and employees who serve in the military from discrimination in the areas of hiring, job retention, and advancement. USERRA provides job and benefit protection for employees who serve in the military, and it provides certain reemployment rights to any employee who has been absent from work due to service in the United States uniformed services.

The City will grant a military leave of absence to employees who are required to miss work because of service in the United States uniformed services in accordance with USERRA. You must notify the City if you receive notice that you will require a military leave of absence unless providing such notice is precluded by military necessity, impossible, or unreasonable, and you should provide the City with a copy of your official orders. When you receive notice that you will need a military leave of absence, please contact **HR** for further information regarding your rights and responsibilities under USERRA.

USERRA defines "uniformed services" to include the Army, Navy, Marine Corps, Air Force, and Coast Guard, as well as the Reserves for these branches of the military. Uniformed services also include the Army National Guard, Air National Guard, commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency. USERRA defines "service" to include active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and the time required for examination to determine a person's fitness for any of these types of services.

If you are a member of the Armed Forces Reserve or the National Guard you are eligible for paid military leave of 15 **working** days for annual training each year with pay, plus necessary travel time. Military leave will be in addition to any required vacation time.

If you are called to duty in emergency situations by the Governor or by the President you will be granted leave

with pay not to exceed 30 working days, after which leave without pay will be granted. This leave will be granted in addition to all other leave you are entitled to.

To receive military leave of either type, you must submit a copy of your orders. You may also be required to show proof of attendance after you return from military leave.

## **COURT DUTY LEAVE**

You will be granted leave with pay for witness or jury duty. You may also keep your allowance from the court for that service. To qualify for court duty leave, you must give your **supervisor** a copy of the summons or other court related paperwork as soon as possible after you get it. Also, proof of service must be given to your supervisor when your period of jury or witness duty is over.

## **EMPLOYEE HEALTH AND DENTAL BENEFITS**

### **Medical and Dental Plans**

The City of Jonesboro provides a group health plan and a group dental plan for **employees** in an established City **full-time** position. You were offered detailed information on the policies coverage when you were hired. You may get additional information from Human Resources.

### **Continuation of Group Health and Dental Coverage**

Federal Law (Public Law 99-272, Title X) requires that most employers who sponsor group health and dental plans offer employees and their families the opportunity for a temporary extension of health or dental coverage (called "Continuation Coverage") at group rates in certain instances where coverage would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligation under the continuation coverage provisions of the law.

If you are an employee of the City of Jonesboro, covered by its Group Health Plan or Dental Plan, you have a right to choose this continuation coverage if you lose your coverage because of a reduction of your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part.)

Under the law, the employee or a family member is responsible for informing the City of Jonesboro of a divorce, legal separation, or a child losing dependent status under the plan. This notification must be made within 60 days of the date of the qualifying event which would cause a loss of coverage.

## **WORKERS' COMPENSATION/OCCUPATIONAL INJURIES AND ILLNESSES**

An employee who suffers an occupational injury in the performance of his or her duty may receive workers' compensation benefits. In order for an employee to qualify for workers' compensation, the employee, unless rendered physically or mentally unable by the injury, must:

1. Report the injury to his or her supervisor immediately after it occurs, if possible. Otherwise, no later than the end of the working day in which the injury occurred.
2. Report the injury to the Human Resource Department within 72 hours after the accident or injury.

Rules and regulations concerning Workers' Compensation have been posted on department bulletin boards.



You are ***not*** to use emergency treatment facilities for on-the-job injuries unless the injury is a ***true emergency***, or unless you are injured outside of normal city office hours. For medical treatment of all non-emergency workplace injuries, you or your supervisor should contact the Human Resource Department for a doctor's appointment.

If you are injured on the job and are unable to work, you may be eligible to continue to draw regular salary using your accrued sick leave and/or vacation time. If you choose this option you ***must*** report to Human Resources any temporary disability checks you get from our Workers' Compensation Insurer. Payroll will then reduce your next pay checks(s) by the amount of pay you received from the carrier and restore the equivalent amount of the sick and vacation time used.

If you don't want to use your sick leave or vacation time or if you don't have enough leave time to continue your salary, then you ***will not*** receive a paycheck from the city and you will keep any temporary disability checks you get from our Workers' Compensation Insurer.

### **EMPLOYEE RETIREMENT PLANS**

All full-time non-uniform employees may choose to join the City's Employee Retirement Plan.

Sworn Police Officers and Firefighters are required to join the Arkansas Local Police and Fire Retirement System (LOPFI). For information on these plans, you should contact the Human Resource Department.

**SECTION III**  
**MATTERS AFFECTING**  
**EMPLOYEE STATUS**

DRAFT

## **EMPLOYMENT CLASSIFICATIONS**

All positions in the City of Jonesboro will fall into one of the following categories:

1. Full-Time – Those who work a minimum of 40 hours per week during the calendar year in an established City position. Full-time employees may take part in all benefits offered by the City of Jonesboro, subject to the rules and regulations of each benefit program.
2. Part-Time Regular – Those who work less than an average of 30 hours per week during the calendar year. Part-time employees are not eligible for City benefit programs, except workers compensation.
3. Temporary/Seasonal – Those who work in a position that is meant to be for a limited time (6 months or less). Temporary/Seasonal work may be for a specific project or for seasonal jobs. Temporary employees are not eligible for City benefit programs, except workers compensation.
4. Civil Service – Some positions in the Fire Department are also governed by Arkansas Civil Service Laws and the rules and regulations of the Jonesboro Civil Service Commission. Civil Service Policies will take precedence over this handbook.

Additionally, all employees are classified as exempt and non-exempt (hourly). Exempt employees are not required to be paid overtime or receive compensatory time, in accordance with applicable federal and state laws. Non-exempt employees are required to receive compensatory time or be paid overtime at the rate of time and one half their regular rates of pay for all overtime hours, in accordance with applicable federal and state laws.

**MANAGER or SUPERVISOR (exempt or non-exempt)**—Employee who has been designated to oversee other employees in a department. This position will report to a manager or to a Director.

**DIRECTOR and SUPERINTENDENT** – Employee who has been designated to oversee the operations of the Department and have managers or supervisors reporting directly to them. This position reports to a Department Head.

**DEPARTMENT HEAD** – Employee who has been designated to oversee several Directors and their departments. This position reports directly to the Mayor, such as Chief Financial Officer, Chief Operations Officer, Police Chief and Fire Chief.

## **INTRODUCTORY PERIOD**

The introductory period is intended to give new employees the opportunity to demonstrate their abilities to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the City may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice. All newly-hired or newly-promoted employees work on an introductory basis for the first six (6) months after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If the City determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period. Employees may accrue and use available leave during the introductory period. The introductory period

within the Police Department is twelve (12) months and may be extended or re-instituted based on training needs or performance.

## **ATTENDANCE**

Regular attendance is essential to the effective business operations, and the City of Jonesboro expects all of its employees to report to work on time and on a regular basis. Unnecessary absences and tardiness are expensive, disruptive, and place an unnecessary burden on fellow employees, supervisors, City government as a whole, and the taxpayers who receive City services. Should an employee be unable to report to work on time because of an illness or personal emergency, he/she should give proper notice to his or her supervisor.

“Proper notice” is defined by the City as notice in advance of the time an employee should report for work or no later than one (1) hour thereafter if advance notice is impossible.

Excessive absences or tardiness, unexcused absences or tardiness, falsification of reasons for any absences or tardiness, absences or tardiness which form unacceptable patterns, (i.e., regularly reporting late on Monday mornings or call in absent on Fridays), or failing to provide proper medical documentation to support absences/tardiness may result in disciplinary action, **up to and including termination. The supervisor has the discretion to ask the employee for supporting documentation to approve the absence.**

An absence of an employee from duty, including any absence of one (1) day or part thereof, (other than an absence authorized by this personnel handbook or law) that is not authorized in advance by the employee’s **supervisor** will be deemed absence without leave. Such absence shall be **considered unexcused and** without pay, where allowable by applicable federal and state law. **An unexcused absence may result in disciplinary action, up to and including termination.**

## **WORK HOURS**

**The established workweek – Seven (7) day period will begin each Saturday at 6:00 a.m.**

If you are a non-shift working Firefighter your work week will be 40 hours. If you are a shift working Firefighter your work week will be 53 hours. The day and time for the beginning of your work week will be decided by your **supervisor**. **Supervisors** have the right to change your hours of work, days of work, or your work schedule to carry out their duties to the public. Changes in work schedules will be announced as far in advance as possible. **Refusal to work mandatory overtime may result in disciplinary action, up to and including termination.**

Whenever possible, your work schedule will provide a 15 minute break in every 4 hours of work. Reasonable time for a meal will be provided. Work schedules and meal times will be set by your **supervisor**.

## **PERFORMANCE EVALUATIONS**

The City of Jonesboro wants you to do your job to the best of your ability. It is important that you are recognized for good work and that you are given suggestions for improvement when necessary.

Your performance will be evaluated by your supervisor on an on-going basis. Formal written evaluations will be conducted at least once each year.

All written performance evaluations will be based on your overall performance of your job duties and will take into account your conduct, behavior, and record of attendance. Any additional performance evaluations may be conducted by your supervisor at any time.

### **NAME BADGES**

Each department has an approved name badge that should be worn while working. If your department doesn't make their own name badges then you should check with Human Resources to have one made. The first name badge will be provided at no cost to the employee.

### **TRAINING**

The City of Jonesboro is committed to on-going training for all employees. If you think you need additional training, you should notify your supervisor. Reasonable expenses of on-the-job training should be assumed by the City, if prior approval is obtained from the Director or Department Head.

### **JOB SAFETY**

Safety is largely the use of good judgment and the practice of good work habits. You must use good judgment to know the safe way and good work habits to continue the safe way. If you are not sure which way to do a job is the safest, you should ask your supervisor.

Unsafe conduct is misconduct. You should always follow the following safety rules:

1. Follow all department safety rules
2. Use all safeguards for equipment, including seat belts in any City-owned vehicle or equipment
3. Immediately stop using faulty equipment and tell your Supervisor or Department Head
4. Immediately tell your Supervisor if you see any unsafe working condition or equipment
5. If corrections are not made, notify the Human Resource Department
6. Immediately report every accident to your Supervisor or Department Head

# **SECTION IV**

## **Standards of Conduct**

## **HARASSMENT PREVENTION POLICY**

It is the policy of the City to treat all employees equally in the terms and conditions of their employment. The harassment of any employee is contrary to this policy and may be considered a violation of state and federal law and will be considered justification for disciplinary or other appropriate action. This policy applies to all employees, supervisors, agents, and non-employees who have contact with employees during working hours. This policy defines harassment and outlines the method by which it is reported.

Harassment is any annoying, persistent act or actions that single out an employee to that employee's objection or detriment, because of race, age, sex, disability, religion, national origin, genetic information, or any other legally protected characteristic (protected status). Harassment may include any of the following:

1. Verbal abuse or ridicule. This includes epithets, derogatory comments, slurs or unwanted advances, invitations, or comments based on protected status.
2. Interference with an employee's work. This includes physical contact such as assault, blocking normal movement, or interference with work directed at an individual because of his or her sex or other protected status.
3. Displaying or distributing offensive materials based on protected status. This includes derogatory posters, cartoons, drawings, or gestures.
4. Discriminating against any employee in work assignment or job-related training.
5. Intimate, unwelcome physical contact.
6. Making offensive innuendoes based on protected status.
7. Demanding favors (sexual or otherwise), explicitly or implicitly, as a condition of employment, promotion, transfer, or any other term or condition of employment.
8. Retaliation for having reported harassment.

It is every employee's responsibility to ensure that his or her conduct does not include or imply harassment. If however, harassment or suspected harassment has or is taking place, the following will apply:

1. An employee should report the harassment or suspected harassment immediately to his or her supervisor. In the event of a conflict with the supervisor, the employee should report the harassment to their supervisor, **Director**, or Human Resources Director. If possible, this complaint should be in writing, setting forth all pertinent facts. **However**, the complaint does not have to be in writing.
2. Any employee who receives a report of or has knowledge of harassment shall promptly inform the supervisor, **Director**, or Human Resources Director in writing, if possible.
3. Each complaint will be investigated and a determination of the facts will be made on a case-by-case basis. Appropriate action up to and including termination will then be taken by the City.
4. The investigation files, including the complaint, will be maintained by the City. Any disciplinary action taken will also be documented in the **offending** employee's personnel file.

The City will not tolerate harassment or any form of retaliation against an employee who has either instigated or cooperated in an investigation of alleged harassment. Violation of this provision may result in discharge.

False accusations are considered serious and may result in disciplinary action up to and including termination of employment.

### **OPEN DOOR POLICY**

The fair, prompt, and just treatment of all employee problems or complaints is of primary importance to the City. Open communication is a vital part of a successful organization. Providing an atmosphere conducive to open discussion among all staff, regardless of position, is stressed at all levels.

In view of this open door policy, employees should be assured that they will not receive criticism or penalties or be subject to discrimination as a result of candid discussions with their supervisors, **Directors**, Department Heads, or the Human Resources Director.

### **CONDUCT TOWARDS THE PUBLIC**

You should always be civil, orderly, and courteous in your conduct and behavior. You must be aware that every time you contact the public your appearance, actions, and status are taken for those of the City.

When dealing with the public, you should try to make your conduct create respect for both you and the City. This will help promote the cooperation and approval of the public.

Not everyone you meet in the course of your duties will be courteous. Even so, you should treat the public as you would like to be treated: with courtesy, patience, respect, and understanding. This approach to public service is very important.

When you are not sure of the correct answer to a question from the public, refer the question to the person or the department that can give the best answer. It is better to admit not knowing than to give the wrong information.

### **TELEPHONE COURTESY**

Your job is to give service to the citizens of Jonesboro. They expect you to perform efficiently and courteously. The way you answer the telephone can affect public relations. While you are on the telephone, you are an important source of good will for the city government. No matter where you work – at a desk, at a counter, or somewhere else – when you answer the telephone, your voice reflects your personality. You are expected to:

Answer the telephone promptly, on the first ring if possible; identify yourself and/or department; keep writing materials nearby to take notes; speak directly into the mouthpiece in a pleasant voice; have the correct number when placing a call; be courteous at all times; and arrange to have someone answer calls when you are away from your phone.

Telephones provided by the City are for use in conducting City business. You should not use City telephones during business hours for personal calls, either outgoing or incoming, except in emergencies. You are not allowed to charge any long-distance or other toll calls of a personal nature to the City of Jonesboro.



## **UNIFORMS AND PERSONAL APPEARANCE**

A reasonable dress code is necessary to ensure that all employees dress and groom themselves in a manner to promote a positive image of City Government. All employees are expected to report to work clean, neat, appropriately dressed and groomed.

If you are not required to wear uniforms you should dress neatly, in clothing that is suited for your job. If you are not sure what appropriate dress is, you should ask your Supervisor or Department Head.

Examples of Unacceptable Attire:

- Any clothing that is worn, torn, frayed, has patches, or holes.
- Sweat clothing or work out attire such as sweat pants, leotards, and tights.
- Backless tops or dresses that expose any part of the midriff or back.
- Low cut blouses or dresses.
- Shorts above the knee.
- Tank tops, sleeveless or spaghetti straps with no cover-up or jacket.
- T-Shirts with inappropriate logos/offensive wording.
- Rubber thong shoes (flip-flops).
- Mini-skirts/skirts split higher than three inches above the knee.
- Clothing that reveals undergarments.

Casual Fridays:

Standards shall be the same as other days of the week but **employees** may wear jeans that are neat, not frayed and with no holes.

Management reserves the right to determine appropriate dress and grooming at all times. Employees reporting to work inappropriately dressed or groomed may be sent home. Any employee sent home for this purpose will be charged vacation leave. If no vacation leave is available to charge, employees will receive no pay for the time not worked.

Failure on the part of the employee to conform to this policy or departmental policies may result in disciplinary action up to and including termination.

## **WORKPLACE VIOLENCE**

The City of Jonesboro observes a zero tolerance policy regarding workplace violence. Fighting or other activities which may endanger the well-being of employees may result in immediate termination of employment. Actions that create an environment that is threatening, violent, intimidating, hostile, abusive, or offensive will not be tolerated and must be immediately reported to a supervisor or Human Resources as soon as possible.

Conduct that interferes with operations, that discredits the City, or that is offensive to others will not be tolerated, whether such conduct be that of an employee, associate of an employee, or visitor. Any act of violence that impacts the workplace will be cause for investigation and subject to action by the City. Violence is any act of aggression or any statement, which could be perceived as intent to cause harm to the City or an individual, whether personal, such as physical, or emotional, or impersonal, such as property damage or theft.

## General

Employees are expected at all times to conduct themselves in a positive manner to promote the best interests of the City. Such conduct includes:

1. Complying with all of the City's safety and security regulations and policies;
2. Complying with the City's harassment prevention policy;
3. Treating all visitors and co-workers in a courteous manner;
4. Refraining from behavior or conduct deemed offensive or undesirable, or which is contrary to the City's best interests;
5. Reporting to management any suspicious, unethical, or illegal conduct by co-workers, visitors, or suppliers without fear of retaliation;
6. Cooperating with City investigations;
7. Handling the property of the City and of individuals with care and respect to the owner.

The following conduct is prohibited and may subject the individual involved to disciplinary action, up to and including termination:

1. The use of profanity or abusive language;
2. The possession of firearms, explosives, weapons (including hunting weapons), on City property (unless authorized to carry such items as a job requirement);
2. Fighting or assault on another employee or visitor;
3. Threatening or intimidating co-workers or visitors;
4. Retaliation for having reported inappropriate conduct or for having cooperated in an investigation of inappropriate conduct;
5. Intentional interference with another employee's work;
6. Theft, destruction, defacement, or misuse of City property or of the property of an employee or visitor.

This listing is illustrative of the type of behavior that will not be permitted. It is not intended to be an all-inclusive list. Any violation of the City's policies or any conduct considered inappropriate or unsatisfactory may, at the City's discretion, subject the employee to disciplinary action, up to and including termination.

## **Procedures**

It is every employee's responsibility to ensure that his or her conduct does not include or imply breach of this policy. Furthermore, it is every employee's responsibility to report suspicions of such behavior, whether by employee or non-employee, to an appropriate supervisor or Human Resources. If, however, violence, threats of violence or suspected violence to a person or property has taken place or is taking place, the following will apply:

1. Should an employee perceive a threat to be urgent, the employee may call 911 before reporting the threat to his or her Supervisor or Human Resources. An urgent threat is one where there is actual violent behavior, or where it appears that violent behavior is likely or imminent.
2. Should an employee receive a bomb threat, the employee should notify 911 of the Policy Department immediately.
3. Any threats of violence or suspected violence to person or property should be reported to his or her Supervisor or Human Resources. An oral or written statement setting forth all pertinent facts may be required.
4. The City will investigate the report and will determine the appropriate action and/or discipline to be taken with the offender up to and including termination.
5. The City will work with employees who report that they have been subjected to violence to support efforts to reduce the harm, which has been or is being done.
6. Appropriate confidentiality and documentation of each report will be maintained.

## **CONDUCT POLICY**

As a City employee you should accept certain responsibilities, follow acceptable standards of personal conduct, and display a high degree of personal integrity at all times. This requires a sincere respect for the rights and feelings of others. It also demands that while at work and in your personal life, you avoid behavior that might be harmful to yourself, your co-workers, the citizens, and/or the City. Whether you are on duty or off duty, your conduct reflects on the City. You should observe the highest standards of professionalism at all times.

Proper conduct and performance are requirements in any work environment. There are times when those standards are not being met, and the City's management may need to point out performance or behavioral problems which require the employee's attention and improvement. In those instances, the City may rely upon various disciplinary measures ranging from verbal warnings up to and including termination. Further, any violations of policies contained in this section and handbook may result in an unpaid suspension for City exempt and non-exempt employees. The specific disciplinary action utilized will depend upon various factors, including the nature of the violation. Employment with the City is voluntarily entered into, and both the employee and the employer are free to terminate the employment relationship at any time, with or without notice or cause, and for any reason or no reason at all.

The following are examples of actions that may result in disciplinary action:

1. Falsification or misstatement of employment applications, time records, or other reports, records, or documents.
2. Violation of the City's equal employment opportunity, nondiscrimination, and harassment prevention policies.
3. Soliciting or accepting gratuities from citizens, **entities, or vendors.**
4. Excessive absenteeism or tardiness.
5. Unnecessary or unauthorized use of City property.
6. Violation of the City's Substance Abuse Policy.
7. Violation of the Workplace Violence Policy.
8. Theft and/or dishonesty, or any attempt thereof. This includes, but is not limited to, misappropriation of City property or merchandise, including unauthorized use of City telephones, facilities, equipment, materials, or property of a City employee or citizen.
9. Failure to follow or disregard of safety or security policies, requirements, or regulations.
10. Insubordination or deliberate disobedience of instructions from the City's management, including disrespectful conduct. This includes, but is not limited to, a refusal to obey the legitimate request of any member of management, the failure to follow instructions, or the failure to otherwise perform assigned work.
11. Intentional or negligent damage to or pilferage of materials, merchandise, property, or equipment belonging to the City or another person.
12. Intentional abuse of an employee's position of authority over the citizenry.
13. Knowingly or intentionally selectively enforcing the city codes **or state law.**
14. Misconduct of any nature adversely affecting the City's best interests and reputation. This may include, but is not limited to, rudeness, insolence, or other improper conduct, including vulgarity and excessive use of profane language, toward another employee, citizen, visitor, or vendor **whether in person or on social media.**
15. Willful or deliberate neglect of duties.
16. Divulging confidential information to any unauthorized person.
17. Violation of the smoking policy.
18. Violation of the City's Internet/Email Policy, including inappropriate internet use or the use of the City's computer systems to create or disseminate any discriminatory, defamatory, offensive, disruptive, or otherwise inappropriate or unprofessional communications.

19. Poor performance or nonperformance of duties.
20. Violation of any other rule, directive, policy or procedure, including, but not limited to, those set forth in these policies.
21. Violation of any and all state or federal regulations or laws.
22. The above list is not all-inclusive. The list provides only a partial explanation of some of the reasons disciplinary action may be taken.

If your performance, work habits, or actions become unsatisfactory or violate any of the above items or any other City policies, rules or regulations, you may be subject to disciplinary action, up to and including **termination**.

### **CARE OF CITY PROPERTY**

As a City employee, your job requires you to use supplies and usually some type of equipment, all of which are public property. You must be careful about using materials wisely and keeping the equipment in good condition. Carelessness can result in disciplinary action. Discipline records will become a part of your personnel file. You can help keep costs down by treating City property as you would your own. **Using city property for personal use in most cases is prohibited. Prior approval by the employee's Director and HR Director is required.**

### **USE OF CITY VEHICLES**

If you are assigned the use of a City automobile or equipment, you should operate them with due care, and follow all laws and rules of the road.

You should keep vehicles and equipment in a clean and sanitary condition at all times. If you are driving outside the Jonesboro area, you must get permission from your Supervisor before starting the trip. Any problems with your vehicle must be reported to your Supervisor or Department Head for immediate corrective action. The City stresses preventive maintenance, and every operator of City vehicles or equipment is expected to report problems at once.

If you are assigned or use a City vehicle the following rules will apply unless specifically altered or exempted by your Department Head and the Mayor.

1. No City vehicle will be allowed to travel outside the city limits of Jonesboro on other than official City business.
2. No City vehicle will be allowed to be used on week-ends or any other time, either during or after work, for the purpose of traveling to and from church services or any other personal errands.
3. No employee who lives outside the city limits of Jonesboro will be allowed to take a City vehicle home without permission from the mayor.
4. No City vehicle will be used to transport anyone to or from a secondary job, nor will any City vehicle be used in the performance of a secondary job by any employee without advance written notice from the Department Head.

5. The Jonesboro Police Department (JPD) implemented a vehicle take home policy effective June 1, 2006. The JPD will operate its vehicle fleet in accordance with policy **322 in the JPD Directive Manual**.
6. The Jonesboro Fire Department (JFD) implemented a vehicle take home policy effective October 1, 2010. The JFD will operate its vehicle fleet in accordance with Standard Operating Guidelines 112.03 "Take-home vehicles."
7. Certain administrative positions in the city, as determined by the Mayor, may have a take-home vehicle assigned as a fringe benefit of employment the value of such **vehicle** shall be added to the employee's annual compensation in accordance with current IRS regulations; withholdings and benefit amounts will be calculated on an annual basis and reflected on the employees W-2.

If you are authorized to operate a City vehicle and you are away from work due to any leave of absence or illness, you should park the vehicle at the appropriate City facility so it may be used for city business. **If your position with the city requires you to operate a city vehicle, you must have a valid driver's license. If your driver's license is suspended then you must notify your supervisor and HR immediately. The City reserves the right to take the appropriate action it deems necessary.** Violations of any of the above rules may lead to disciplinary action, **up to and including termination.**

### **TIME OFF TO VOTE**

The City will schedule the work hours of employees on election days so that each employee will have an opportunity to vote.

### **POLITICAL ACTIVITY**

You may not circulate or solicit signatures for any initiative or referendum petition in any City office, during usual City office hours, or while on duty for the City, or while in a City uniform.

You may not use any office or other room furnished at public expense for any political headquarters, or to send out or distribute any letters, pamphlets, or other campaign literature for the election of any public office.

You may not place any campaign banners, cards, or campaign literature on any car, truck, or tractor belonging to the City.

You may not devote any time or labor during the time you are on duty, or while you are in a City uniform, to the campaign of any person for any public office.

### **INCLEMENT WEATHER**

When conditions are hazardous, you should contact your supervisor for instructions. If your department is open for business, you are expected to come to work. If you are unable to get to work due to weather, you must give your Supervisor proper notice. Proper notice means calling either before or no later than 1 hour after the time you are due at work. If you give proper notice, time off will be charged to available vacation time.

The mayor will determine when city offices are open or closed, or open late for inclement weather. If the mayor closes city offices or declares inclement weather, some **non-uniform, non-exempt** employees will be placed on administrative leave with pay and shall suffer no loss of wages or leave time for that time period. If non-uniform,

non-exempt employees are required to work on an inclement weather day, they will receive an equivalent number of hours off to be used at a later date to be scheduled with their supervisors.

## **OUTSIDE EMPLOYMENT**

You are not encouraged to hold a second job while you are working full-time for the City. Emergencies can happen at any time, and every employee is subject to call. You should get written permission from your **Director and Human Resources** before taking a second job. Remember, your first obligation is to the City, and any other employment should not interfere.

If you have a second job, it must not interfere with the proper and effective performance of your job with the City. Your outside employment must not adversely affect the image of the City. It must not cause embarrassment or legitimate and reasonable criticism. If you have a second job, it must not be one that may be seen by the public as an official act of the City. **Excluding the Fire and Police departments**, you may not wear City uniforms or use City equipment on a second job unless approved in writing, in advance, by your **Director**.

## **OUTSIDE COMPENSATION**

You may not accept any reward, gift, or other form of payment in addition to regular compensation, from any source, for the performance of your duties as a City employee.

## **DISCIPLINARY ACTION**

If your performance, work habits, or actions become unsatisfactory, you may be subject to disciplinary action up to and including termination.

Disciplinary action may be any of the several forms listed below:

1. **Warning:** A warning is an action used to alert you that your performance is not satisfactory or to call attention to your violation of employment rules or regulations. **A warning can be verbal or written. Verbal warnings are informal and are usually not documented for the employee's personnel file. A written warning is a more formal notice and placed in your personnel file.**
2. **Final Written Warning:** This written notice is the last chance before termination. **A final written warning may include demotion or suspension and is placed in your personnel file.**
  - a. **Suspension:** **Suspension is usually for an employee's seriously unacceptable behavior or performance.** You may be suspended with or without pay. A suspension must be in writing, must state the reason for such action, must state the period of time for the suspension, and the date the suspension is to begin and end must be noted also. Suspension with pay is normally used only while your involvement in a serious incident is under investigation.
  - b. **Demotion:** If you have committed an appropriate offense, or if your work record justifies it, you may be demoted. You will be given written notice of such action. A demotion is an action that places you in a position of less responsibility and less pay.
3. **Termination:** This type of disciplinary action is your removal from City employment.

While most situations involving disciplinary action will be dealt with in a progressive fashion, which should allow you to correct your performance; there are some offenses that may result in skipping some or all steps.

You have the right to appeal all types of disciplinary action outlined in the **Procedure for Review of Disciplinary Decisions** (See below outline).

### **Procedures for Review of Disciplinary Decisions for Non-uniform Employees**

If you request a review of any disciplinary action, it will be conducted as follows:

1. Non-uniform employees, supervisors, and managers may appeal to the Indirect Department Head (either CFO or COO), by submitting a written grievance to the HR Director within 5 working days after the disputed disciplinary action. The Department Head will respond in writing with a decision within 5 working days. The decision of the Department Head will be final.
2. Directors or Superintendents may appeal to an appeal panel composed of 3 of the 4 following positions; CFO, COO, Fire Chief, and Police Chief. The employee must submit a written grievance to the HR Director within 5 working days after the disputed disciplinary action. The appeal panel will schedule a meeting to hear the employee's grievance and will respond in writing with a decision within 5 working days, unless they communicate to the employee that more time is needed. The decision of the panel will be final.
3. Department Heads are hired by the Mayor and may only appeal to the city council by submitting a written grievance to the HR Director within 5 working days of the disciplinary action and the HR Director will place your appeal on the agenda for the next scheduled council meeting. The council's decision will be final.

Notes: A) Employees are not allowed to have an attorney during the appeal process.

B) Employees of Elected Officials, City Clerk and City Attorney, will not have an appeal process.





Legislation Details (With Text)

**File #:** RES-17:071    **Version:** 1    **Name:** Amend non-uniform 401(a) defined contribution plan  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 5/23/2017    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY OF JONESBORO, ARKANSAS NON-UNIFORMED EMPLOYEES 401(a) DEFINED CONTRIBUTION PLAN  
**Sponsors:** Human Resources  
**Indexes:** Employee benefits  
**Code sections:**  
**Attachments:** [COJ 401\(a\) Plan Cycle E.2 FDL 4-11-2017.pdf](#)

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

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY OF JONESBORO, ARKANSAS NON-UNIFORMED EMPLOYEES 401(a) DEFINED CONTRIBUTION PLAN

WHEREAS, the City of Jonesboro, Arkansas, municipality of the State of Arkansas, (the "Employer") has previously established the City of Jonesboro, Arkansas Non-Uniformed Employees 401(a) Defined Contribution Plan (the "Plan"); and

WHEREAS, pursuant to Section 8.1 of the Plan, the Employer, by appropriate action of the City Council, has the right at any time and from time to time to amend the Plan; and

WHEREAS, in order to facilitate the issuance of a favorable IRS determination letter with respect to the Plan, the Employer desires to amend the Plan at this time in the manner set forth herein.

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

Section 1: Section 1.20(a) of the Plan is hereby amended so as to now read as follows:

(a) including any amount which is contributed by the Employer at the election of the Participant pursuant to a salary reduction agreement and which is not includable in the gross income of the Participant by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b). For this purpose, amounts not includable in gross income under Code Section 125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that the Participant has other health coverage, provided the Employer does not request or collect information regarding the Participants other health coverage

Section 2: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 11 2017**

CITY OF JONESBORO ARKANSAS  
C/O LATHROP & CAGE LLP  
JENNY CASCONI MOSH  
2345 GRAND BLVD STE 2200  
KANSAS CITY, MO 64108

Employer Identification Number:  
71-6013749  
DLN:  
17007040084036  
Person to Contact:  
RUTH CHEN ID# 95048  
Contact Telephone Number:  
(626) 927-1423  
Plan Name:  
CITY OF JONESBORO ARKANSAS  
NON-UNIFORMED EMPLOYEES 401A DC  
Plan Number: 001

Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutes. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List) for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Favorable Determination Letter, including:

- The significance and scope of reliance on this letter,
- The effect of any elective determination request in your application materials,
- The reporting requirements for qualified plans, and
- Examples of the effect of a plan's operation on its qualified status.

You can get a copy of Publication 794 by visiting our website at [www.irs.gov/formspubs](http://www.irs.gov/formspubs) or by calling 1-800-TAX-FORM (1-800-829-3676) to request a copy.

This letter considered the 2014 Cumulative List of Changes in Plan Qualification Requirements.

This determination letter applies to the plan adopted on 12-13-11.

Letter 5274

CITY OF JONESBORO ARKANSAS

This determination letter applies to the amendments dated on 8-26-15.

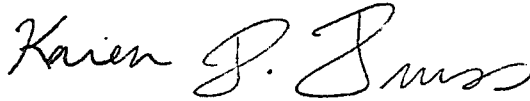
We made this determination on the condition that you adopt the proposed amendments you submitted in your letter dated 3-27-17, on or before the date the Income Tax Regulations provide under Section 401(b) of the Internal Revenue Code.

We based this determination letter solely on your claim that the plan meets the requirements of a governmental plan under Section 414(d) of the Internal Revenue Code.

If you submitted a Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

If you have any questions, you can contact the person listed at the top of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Karen D. Truss".

Karen D. Truss  
Director, EP Rulings & Agreements



Legislation Details (With Text)

|                       |  |                      |   |                      |   |
|-----------------------|--|----------------------|---|----------------------|---|
| <b>File #:</b>        | RES-17:072   | <b>Version:</b>      | 1 | <b>Name:</b>         | Contract with ESRI for small public safety enterprise license agreement (ELA) |
| <b>Type:</b>          | Resolution   | <b>Status:</b>       |   | <b>Status:</b>       | To Be Introduced  |
| <b>File created:</b>  | 5/23/2017  | <b>In control:</b>   |   | <b>In control:</b>   | Finance & Administration Council Committee                                    |
| <b>On agenda:</b>     |  | <b>Final action:</b> |   | <b>Final action:</b> |   |
| <b>Title:</b>         | A RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) CORPORATION FOR A THREE-YEAR ESRI SMALL PUBLIC SAFETY ENTERPRISE LICENSE AGREEMENT (ELA) |                      |   |                      |   |
| <b>Sponsors:</b>      | E911   |                      |   |                      |   |
| <b>Indexes:</b>       | Contract   |                      |   |                      |   |
| <b>Code sections:</b> |  |                      |   |                      |   |
| <b>Attachments:</b>   | <a href="#">Jonesboro Public Safety Depts ELA</a>  |                      |   |                      |   |

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

A RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) CORPORATION FOR A THREE-YEAR ESRI SMALL PUBLIC SAFETY ENTERPRISE LICENSE AGREEMENT (ELA)

WHEREAS the City of Jonesboro emergency management services has a need for upgrading the current mapping software to allow for quicker response time to best serve the citizens of Jonesboro; and

WHEREAS ESRI-AKA (Environmental Systems Research Institute) is the leading GIS mapping software provider for public safety solutions and fully compatible with the existing hardware used in the Police, Fire, and E911 departments; and

WHEREAS the City of Jonesboro E911 is currently using a limited ESRI mapping license, that does not allow for address point files and aerial imagery for field units; and

WHEREAS the enhanced ESRI license agreement will add those functions to all police and fire units in the field, allowing quicker response times and more accurate mapping; and

WHEREAS the Public Safety committee recommended purchase of the software and council appropriated the money in ORD-17:029.

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

Section 1: The City Council of the City of Jonesboro, Arkansas has approved the contract and

Section 2: The City Council of the City of Jonesboro, Arkansas authorizes the Mayor and City Clerk of the City of Jonesboro to sign and enter into a contract with ESRI for a three-year small public safety enterprise license.



**Quotation # 20507913**

Date: May 17, 2017

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: 909-793-2853 Fax: 909-307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # Contract # 2012MPA2816

City of Jonesboro  
Police Department  
1001 S Caraway Rd  
Jonesboro, AR 72401

ATTENTION: Rick Elliott  
PHONE: (870) 935-6649  
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 05/17/2017 To: 08/15/2017*

| Material | Qty | Description   | Unit Price                                      | Total              |
|----------|-----|---|---|--------------------|
| 125637   | 1   | Populations Less Than 100,000 Small Public Safety Term Enterprise License Agreement | 15,000.00                                       | 15,000.00          |
| 125637   | 1   | Populations Less Than 100,000 Small Public Safety Term Enterprise License Agreement | 15,000.00                                       | 15,000.00          |
| 125637   | 1   | Populations Less Than 100,000 Small Public Safety Term Enterprise License Agreement | 15,000.00                                       | 15,000.00          |
|          |     |   | Item Total:                                     | 45,000.00          |
|          |     |   | Subtotal:                                       | 45,000.00          |
|          |     |   | Sales Tax:                                      | 0.00               |
|          |     |   | Estimated Shipping & Handling(2 Day Delivery) : | 0.00               |
|          |     |   | Contract Pricing Adjust:                        | 0.00               |
|          |     |   | <b>Total:</b>                                   | <b>\$45,000.00</b> |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:** Veronica Schindler      **Email:** [vschindler@esri.com](mailto:vschindler@esri.com)      **Phone:** (210) 499-1044 x8826

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

***If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630***



**Quotation # 20507913**

Date: May 17, 2017

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: 909-793-2853 Fax: 909-307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # Contract # 2012MPA2816

City of Jonesboro  
Police Department  
1001 S Caraway Rd  
Jonesboro, AR 72401

ATTENTION: Rick Elliott  
PHONE: (870) 935-6649  
FAX:

To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 05/17/2017 To: 08/15/2017

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:** Veronica Schindler **Email:** [vschindler@esri.com](mailto:vschindler@esri.com) **Phone:** (210) 499-1044 x8826

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

**If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630**



## ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

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All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

*To expedite your order, please reference the quotation number on your purchase order.*

### **ORDER PROCESS**

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

**IMPORTANT!** Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

### **ESRI LICENSE AGREEMENTS**

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

### **MAINTENANCE**

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

### **DATA AND ONLINE SERVICES DISCLAIMER**

Data and Online Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

**DELIVERY**

FOB Redlands, CA, USA

**Software:** Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

**Hardware:** Manufacturer's terms apply. Lead times depend on make/models purchased.

**Note:** Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

**PAYMENT TERMS**

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

**TAXES**

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.





**Esri Use Only:**  
 Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE AGREEMENT  
 SMALL PUBLIC SAFETY DEPARTMENTS  
 (E216-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise optional servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime (Standard)  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) annual Professional subscription to ArcGIS Developer\*  
 Two (2) Esri CityEngine Advanced Single Use Licenses  
 100 Level 1 ArcGIS Online Named Users  
 100 Level 2 ArcGIS Online Named Users  
 17,500 ArcGIS Online Service Credits  
 100 Level 1 ArcGIS Enterprise Named Users  
 100 Level 2 ArcGIS Enterprise Named Users  
 3 Insights for ArcGIS

**OTHER BENEFITS**

|   |                 |
|---|-----------------|
| Number of Esri User Conference registrations provided annually  | <b>2</b>        |
| Number of Tier 1 Help Desk individuals authorized to call Esri  | <b>2</b>        |
| Maximum number of sets of backup media, if requested**  | <b>2</b>        |
| Self-Paced e-Learning   | <b>Uncapped</b> |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.) |                 |

\*Maintenance is not provided for these items

\*\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"License Agreement"** means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



## Legislation Details (With Text)

|                       |  |                      |   |                      |  |
|-----------------------|--|----------------------|---|----------------------|--|
| <b>File #:</b>        | RES-17:073   | <b>Version:</b>      | 1 | <b>Name:</b>         | Contract with EAB Broadcastors Inc. for rental of Joe Mack Campbell Park |
| <b>Type:</b>          | Resolution   | <b>Status:</b>       |   | <b>Status:</b>       | To Be Introduced   |
| <b>File created:</b>  | 5/24/2017  | <b>In control:</b>   |   | <b>In control:</b>   | Finance & Administration Council Committee                               |
| <b>On agenda:</b>     |  | <b>Final action:</b> |   | <b>Final action:</b> |  |
| <b>Title:</b>         | A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF JOE MACK CAMPBELL PARK PARK |                      |   |                      |  |
| <b>Sponsors:</b>      | Parks & Recreation   |                      |   |                      |  |
| <b>Indexes:</b>       | Contract   |                      |   |                      |  |
| <b>Code sections:</b> |  |                      |   |                      |  |
| <b>Attachments:</b>   | <a href="#">Joe Mack 4th of july 2017.pdf</a>  |                      |   |                      |  |

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

A RESOLUTION TO CONTRACT WITH EAB BROADCASTORS INC FOR RENTAL OF JOE MACK CAMPBELL PARK PARK

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;

WHEREAS, EAB Broadcastors Inc is renting the complex for the sum of \$1,500.00.

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with EAB Broadcastors Inc for the rental of Joe Mack Campbell Park. A copy of said contract is attached as Exhibit A.

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

**RENTAL AGREEMENT**

**THIS AGREEMENT** made this 6th day of June, 2017 is between CITY OF JONESBORO, hereinafter called Lessor and EAB Broadcastors, Inc. hereinafter called Lessee.

Lessor leases to Lessee, property in Jonesboro, Arkansas commonly known as the Joe Mack Campbell Park under the following conditions:

1. **TERM:** The term of this lease shall be for three (3) days, beginning on July 3, 2017, and ending at midnight on July 5, 2017.
2. **RENT:** Rent is payable in advance, no later than June 30, 2017 and shall be made in a single payment of one thousand and five hundred dollars (\$1,500.00). Said payment shall be delivered to the Lessor at 300 South Church Street, Jonesboro, Arkansas 72401.
3. **USE:** Lessee agrees to use said premises for the purpose of a July 4<sup>th</sup> Event, and for no other purpose.
4. **SUBLET:** Lessee may not sublet the property or assign this lease without written consent of lessor.
5. **USE:** The property shall be used for a July 4<sup>th</sup> Event. Lessee shall be responsible for the following:
  - a. Supplying and removing portable toilets to be placed on the premises for the use of the public during the activities on the property.
  - b. Cleaning up the property following the event, to include trash pick up and repair of any damages caused by the public or the Lessee to the property during their use. Property must be left in the same condition as it was in prior to the event hosted by the Lessee.
  - c. Lessee is responsible for providing for the smooth flow of traffic into and out of the event. In addition, Lessee will provide traffic control to ensure that no persons are parking in areas on the property which are restricted and not designated for parking of vehicles.
  - d. Lessee will barricade restricted access areas to prevent

the public from entering.

e. Lessee will coordinate with fire and police and follow all safety requirements determined by them.

f. Lessee will ensure that all food and/or drink vendors have all required licenses and permits.

g. Lessee will ensure that all vendors providing entertainment services to the public have all required license, permits and liability insurance policies.

**6. RISK OF LOSS:** Lessee shall be solely responsible for losses including but not limited to any losses caused by fire on the premises during the rental period. In addition, Lessee shall be responsible for any damages caused by the public to the premises during the rental period. Lessee shall be required to maintain insurance to cover any losses caused by fire, damage, or otherwise to existing structures or to the premises as a whole.

**7. INDEMNIFICATION:** Lessee releases lessor from liability for and agrees to indemnify lessor against all losses incurred by lessor as a result of:

(a) Lessee's failure to fulfill any condition of this agreement;

(b) Any damage or injury happening in or about the house or premises to lessee's invitees or licensees or such person's property; and

(c) Lessee's failure to comply with any requirements imposed by any governmental authority.

**8. FAILURE OF LESSOR TO ACT:** Failure of lessor to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of lessor's right to act on any violation.

**9. REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by lessee, lessee shall pay to lessor all expenses incurred in connection therewith.

**10. NOTICES:** Any notices required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail.

**11. COMPLIANCE WITH LAWS:** Lessee agrees not to violate any law,



ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. There shall be no alcoholic beverages allowed on the premises.

**12. SEVERABILITY:** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

**13. ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

**14. INTERPRETATION:** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

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

CITY OF JONESBORO

\_\_\_\_\_  
LESSOR, HAROLD PERRIN, MAYOR

  
\_\_\_\_\_  
LESSEE, EAB Broadcastors, Inc.

**ATTEST:**

\_\_\_\_\_  
DONNA JACKSON,  
CITY CLERK



## Legislation Details (With Text)

|                       |  |                      |   |              |   |
|-----------------------|--|----------------------|---|--------------|---|
| <b>File #:</b>        | RES-17:074   | <b>Version:</b>      | 1 | <b>Name:</b> | Contract with Nettleton Lions Club for sign sponsorship at the Miracle League Complex |
| <b>Type:</b>          | Resolution   | <b>Status:</b>       |   |              | To Be Introduced  |
| <b>File created:</b>  | 5/24/2017  | <b>In control:</b>   |   |              | Finance & Administration Council Committee  |
| <b>On agenda:</b>     |  | <b>Final action:</b> |   |              |   |
| <b>Title:</b>         | A RESOLUTION TO CONTRACT WITH NETTLETON LIONS CLUB FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX |                      |   |              |   |
| <b>Sponsors:</b>      | Parks & Recreation   |                      |   |              |   |
| <b>Indexes:</b>       | Contract   |                      |   |              |   |
| <b>Code sections:</b> |  |                      |   |              |   |
| <b>Attachments:</b>   | <a href="#">Nettleton Lions CLub.pdf</a>   |                      |   |              |   |

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

A RESOLUTION TO CONTRACT WITH NETTLETON LIONS CLUB FOR SPONSORSHIP OF ONE FENCE SIGN AT MIRACLE LEAGUE COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Miracle League Complex located at 5000 South Caraway Road;

WHEREAS, Nettleton Lions Club is seeking sponsorship recognition on one fence sign at Miracle League Complex; and

WHEREAS, Nettleton Lions Club is sponsoring one fence sign for the sum of \$300 per year for a period of 3 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Nettleton Lions Club for the sponsorship of one fence sign at Miracle League Complex. A copy of said contract is attached as Exhibit A.

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

EXHIBIT A

ADVERTISING AGREEMENT  
FOR FIELD SIGN LOCATED AT  
MIRACLE LEAGUE COMPLEX

This agreement is made by and between Nettleton Lions Club (SPONSOR) and the City of Jonesboro (CITY), on this 6th Day of June, 2017 (the "Effective Date").

WHEREAS, the CITY is the owner of certain public park amenities known as "Miracle League of Jonesboro Complex". And hereafter referred to as the "Facilities", and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of Evidencing the agreement of the parties with regard to advertising on the outfield fences at the Facilities by SPONSOR and the respective obligations of the parties regarding said Advertisements at the Facilities;

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

**I. Term**

- (1) The term of this agreement is for a period of **(3) three years** commencing on the effective Date and ending at midnight on the **(3<sup>rd</sup>)** third anniversary thereof.

**II. Advertisement at Facilities**

- (1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's logo shall be put on a sign to be displayed on chosen field at FACILITY for a period of **(3) three years**.
- (2) It is agreed between the parties that the SPONSOR shall pay over a period of **3 years** for the sign and sponsorship the total sum of **\$900.00**.  
A sum of **\$300.00** shall be paid on **June 15th, 2017**.  
A sum of **\$300.00** shall be paid on **June 15th, 2018**  
A sum of **\$300.00** shall be paid on **June 15th, 2019**.
- (3) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the right to renew this contract for an additional period of **(3) three years** at the sponsorship rate to be negotiated at the time of the renewal.

- (4) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- (5) It is agreed between the parties that the CITY will furnish a 4' x 8' sign to be placed for SPONSOR'S on Miracle League field. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- (6) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep of sign and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might involve the sign.

### **III. Assignability and Exclusivity**

This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **IV. Miscellaneous Provisions.**

- (1) No Modification of this Agreement shall be effective unless it is made in writing and 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, Arkansas.
- (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 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 Set forth below.

BY: **Nettleton Lions Club**

Name: LARRY WILKIE RSON

Title: DISTRICT GOVERNOR ELECT

Date: 05-24-17

CITY OF JONESBORO

By: \_\_\_\_\_

Name: Harold Perrin

Title: Mayor

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Donna Jackson, City Clerk, CMC



## Legislation Details (With Text)

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|                       |  |                      |   |                      |   |
|-----------------------|--|----------------------|---|----------------------|---|
| <b>File #:</b>        | RES-17:075   | <b>Version:</b>      | 1 | <b>Name:</b>         | Adopt a DBE for federally assisted projects |
| <b>Type:</b>          | Resolution   | <b>Status:</b>       |   | <b>Status:</b>       | To Be Introduced                            |
| <b>File created:</b>  | 5/25/2017  | <b>In control:</b>   |   | <b>In control:</b>   | Finance & Administration Council Committee  |
| <b>On agenda:</b>     |  | <b>Final action:</b> |   | <b>Final action:</b> |   |
| <b>Title:</b>         | A RESOLUTION TO ADOPT A DISADVANTAGED BUSINESS ENTRPRISE (DBE) PROGRAM FOR FEDERALLY ASSISTED PROJECTS |                      |   |                      |   |
| <b>Sponsors:</b>      | Finance  |                      |   |                      |   |
| <b>Indexes:</b>       | Grant  |                      |   |                      |   |
| <b>Code sections:</b> |  |                      |   |                      |   |
| <b>Attachments:</b>   | <a href="#">DBE Program FY 2016-2018 - COJ</a>   |                      |   |                      |   |

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

A RESOLUTION TO ADOPT A DISADVANTAGED BUSINESS ENTRPRISE (DBE) PROGRAM FOR FEDERALLY ASSISTED PROJECTS

WHEREAS, the City of Jonesboro signed an assurance that it will comply with 49 CFR Part 26 as a condition of receiving U.S. Department of Transportation funds; and

WHEREAS, the City of Jonesboro is a recipient or sub-recipient of Federal financial assistance from the U.S. Department of Transportation; and

WHEREAS, the City of Jonesboro appoints the Purchasing Director as the DBE Liaison Officer.

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

Section 1: The attached policy, titled "Disadvantaged Business Enterprise (DBE) Program for Federally-Assisted Projects", is hereby adopted.



City of Jonesboro

Disadvantaged Business Enterprise (DBE) Program  
for Federally-Assisted Projects

Federal Fiscal Years 2017 - 2019

In Compliance With  
Title 49 Part 26 of the Code of Federal Regulations (49 CFR 26)

March 16, 2017

# **TABLE OF CONTENTS**

|  |   |
|--|---|
| Policy Statement .....                       | 1 |
| General Requirements.....                    | 2 |
| Administrative Requirements .....            | 4 |
| Goals, Good Faith Efforts, and Counting..... | 6 |
| DBE Certification.....                       | 8 |



# **POLICY STATEMENT**

## **Objectives:**

It is the policy of the City of Jonesboro, a recipient or sub-recipient of Federal financial assistance from the U.S. Department of Transportation (DOT), that small businesses owned and controlled by socially and economically disadvantaged individuals shall have the maximum opportunity to participate in the performance of public contracts financed in whole, or in part, by the Federal Highway Administration.

Therefore, in furtherance of this policy and as a condition of receiving DOT funding, the City of Jonesboro has signed an assurance that it will comply with 49 CFR Part 26 and has established a Disadvantaged Business Enterprise (DBE) program the goal of which is to carry out its DBE Plan.

The City of Jonesboro will ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

The City of Jonesboro Purchasing Agent has been delegated as the DBE Liaison Officer (DEBLO). In that capacity, the Purchasing Agent is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is according to the same priority as compliance with all other legal obligations incurred by the City of Jonesboro in its financial assistance agreements with the DOT and other agencies.

City of Jonesboro has disseminated this policy statement to the appropriate officials of the City of Jonesboro. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT assisted contracts. Distributions include any state agencies, local community boards, local media outlets, and any participating non-profits.

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DEBLO

---

Date

## **GENERAL REQUIREMENTS**

### **Objectives:**

The City of Jonesboro (COJ) DBE objectives are as follows:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 (Appendix 1) eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

### **Applicability:**

City of Jonesboro adheres to the DBE provisions as outlined in 49 CFR Part 26.

### **Definitions:**

City of Jonesboro has adopted the definitions contained in Section 26.5 of 49 CFR Part 26 for this program.

### **Non-discrimination Requirements:**

The City of Jonesboro, in fulfilling its obligations under 49 CFR Part 26,

1. will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.
2. will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### **Record Keeping Requirements:**

#### **Uniform Report of DBE Awards or Commitments and Payments**

The City of Jonesboro will report DBE participation to the Federal Highway Administration (FHWA) using the Uniform Report of DBE Awards or Commitments and Payments found in Appendix B of 49 CFR Part 26.

## Bidders List

The City of Jonesboro will maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidders list includes the name and address of all non-DBEs and qualified DBEs.

The City of Jonesboro will ensure that all bidders, contractors and subcontractors, are qualified DBEs or non-DBEs by referencing the Unified Certification process as well as the Small Business Administration (SBA) directory.

### **Assurances:**

The City of Jonesboro agrees to the following assurances, applicable to all DOT assisted contracts and their administration.

*The City of Jonesboro shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Jonesboro its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 US. C. JOO1 and/or the Program Fraud Civil Remedies Act of 1986 (31 US. C. 3801 et seq.).*

### Contract Assurance

The City of Jonesboro will ensure that the following clause is placed in every DOT assisted contract and subcontract:

*The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Jonesboro deems appropriate.*

## **ADMINISTRATIVE REQUIREMENTS**

### **DBE Program Updates:**

Since City of Jonesboro receives DOT financial assistance during 2017 - 2019 program years, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

### **DBE Liaison Officer (DBELO):**

The City of Jonesboro has designated the following individual as its DBE Liaison Officer (DBELO):

*Mr. Steve Kent*  
*300 S. Church*  
*P.O. Box 1845*  
*Jonesboro, AR*  
*72403*  
*(870) 932-1052*  
[skent@jonesboro.org](mailto:skent@jonesboro.org)

In this capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Jonesboro complies with all provisions of 49 CFR Part 26.

The DBELO is also responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. To gather and report statistical data and other information as required by DOT.
2. To review third party contracts and procurement procedures for compliance.
3. To ensure that bid notices and requests for proposals are available to DBEs in a timely manner.
4. To identify contracts and procurements so that DBE goals are included in solicitations (both race- neutral methods and contract specific goals attainment and identifies ways to improve progress).
5. To analyze the City of Jonesboro's progress toward attainment and identifies ways to improve progress.
6. To participate in all bid advertisement meetings.
7. To provide DBEs with information that can be useful in preparing bids and/or obtaining bonding and insurance.
8. To plan and participate in DBE training seminars.
9. To provide outreach to DBEs and community organizations to advise them of opportunities.

### **DBE Financial Institutions:**

It is the policy of the City of Jonesboro to investigate the existence of any services offered by financial institutions that may be owned and controlled by socially and economically disadvantaged individuals in the community. When a DBE exist, to make reasonable efforts to use these institutions and to encourage prime contractors on DOT assisted contracts to employ their services. While the City of Jonesboro has made a serious effort to identify such institutions, to-date our efforts have not been successful. Each year, the City of Jonesboro will continue to re-evaluate the availability of DBE financial institutions.

### **Prompt Payment Mechanisms:**

#### Prompt Payment

The City of Jonesboro will include the following clause in each DOT assisted prime contract:

*The prime contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause and following written approval from the City of Jonesboro.*

#### Retainage

*The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of Jonesboro.*

#### Monitoring and Enforcement

The City of Jonesboro has established an internal review process and progressive project meetings to monitor and ensure that prompt payment and return of retainage is occurring.

### **AHTD DBE Directory:**

The City of Jonesboro has entered into an agreement with the Arkansas Highway and Transportation Department (AHTD) to utilize the certification list published in its DBE directory. AHTD agrees to administer certifications and re-certifications, to change affidavits, notices of changes, personal net worth statements and any other necessary documentation from firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification and the type of work the firm has been certified to perform as a DBE. The directory is updated at least annually and is available through the AHTD website or hard copy by request. The latest directory may be found at <http://www.arkansashighways.com/ProgCon/letting/dbedirectory.pdf>.

**Overconcentration:**

The City of Jonesboro has not identified that overconcentration exists in the types of work that DBEs perform.

**Business Development Programs:**

The City of Jonesboro has not established a business development program. We will re-evaluate the need for such a program every year.

**Monitoring and Enforcement Mechanisms:**

The City of Jonesboro will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice (DOJ) for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award be actually performed by DBEs. This will be accomplished through the provisions of the Davis-Bacon employee interviews.
4. We will oversee all documentation of actual payments to DBE firms for work committed at the time of contract award.

**Small Business Participation:**

The City of Jonesboro has incorporated the following non-discriminatory element to its DBE program in order to facilitate competition on any Federal financially assisted public works projects by small business concerns. The City of Jonesboro will maintain a good faith effort in the separation of project functions to facilitate equal and flexible participation in the bidding process.

**GOALS, GOOD FAITH EFFORTS, AND ACCOUNTING**

**Set-asides or Quotas:**

The City of Jonesboro does not use quotas in any way in the administration of this DBE program.

**Overall Goals:**

The City of Jonesboro will submit its overall DBE goals to FHWA on the date of the year specified by FHWA.

The City of Jonesboro will also request use of project-specific DBE goals as appropriate, and/or will establish project-specific DBE goals as directed by FHWA.

The City of Jonesboro will develop its goals through the identification of anticipated contractual items and calculate a weighted average for each item. The base goal will then be calculated using the relative availability (percentage) of DBEs in Arkansas to perform contracts for the goal period.

Before establishing the overall goal each year, the City of Jonesboro will review the AHTD directory and consult with the City of Jonesboro Community Development Block Grant (CDBG) to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses. The effects of discrimination on opportunities for DBEs, and the City's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our principal office. Thirty (30) days following the date of the notice, we will inform the public that DOT will accept comments on the goals for forty-five (45) days from the date of the notice. The City of Jonesboro will publish this notice in the local newspaper of record, distribute it to community-based agencies, who serve minority populations, and post it on City's website. Comments may be sent to DEBLO, P.O. Box 1845, Jonesboro, AR 72403 or emailed to [dbes@jonesboro.org](mailto:dbes@jonesboro.org).

The City of Jonesboro overall goal submission to DOT will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets and etc., used to develop the goal; a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in media outlets listed.

The City of Jonesboro will begin using the overall goal on October 1 of the specified year, unless we have received other instruction from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT assisted contract for the project. Our goal will remain effective for the duration of the three-year period established and approved by DOT.

**Goal Setting and Accountability:**

The City of Jonesboro, on an annual basis, will analyze in detail the reason for the difference between the overall goal and the actual awards/commitments.

**Meeting Overall Goals:**

The City of Jonesboro will meet the maximum feasible portion of its

overall goal using race-neutral means of facilitating DBE participation. In order to do so, the City of Jonesboro will provide a good faith effort to meet all DBE and minority goals. This will be accomplished according to the procedure outlined in the succeeding sentences. For each RFP the City of Jonesboro issues for a project that DOT funding will be utilized, there will be a section directing prospective bidders to consult the AHTD DBE Directory (for which an up-to-date website will be listed) to familiarize themselves with DBE firms and other small business in this area which should be considered for subcontracting opportunities. Furthermore, each of these RFPs will contain specific language informing prospective bidders that the contract in question is subject to DOT DBE regulations.

**Good Faith Efforts Procedures:**

In those instances where the City of Jonesboro DBE goal does not meet the verified accountability DBE anticipated participation, it will document its adequate good faith efforts to meet the DBE goal, even though it was unable to do so.

**Counting DBE Participation**

The City of Jonesboro will count DBE participation toward overall goals as provided in 49 CFR 26.55

**DBE CERTIFICATION**

**Unified Certification Program:**

The City of Jonesboro is a member of a Unified Certification Program (UCP) administered by the Arkansas Highways and Transportation Department (AHTD). The UCP will meet all the requirements of this section. The City of Jonesboro will use and count for DBE credit only those DBE firms certified by the AHTD.

For more information on the UCP, contact the AHTD at P.O. Box 2261, Little Rock, AR 72203- 2261 or call (501) 569-2000. The most up-to-date AHTD DBE Directory and descriptions of AHTD's UCP may be found at [http://www.arkansashighways.com/ProgCon/letting/DBE\\_Reports/Arkansas%20Unified%20DBE%20Certification%20Program.pdf](http://www.arkansashighways.com/ProgCon/letting/DBE_Reports/Arkansas%20Unified%20DBE%20Certification%20Program.pdf).