



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, April 30, 2019

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-19:035 Minutes for the Finance Committee meeting on April 9, 2019

Attachments: [Finance Minutes 04092019.pdf](#)

### 4. New Business

#### *ORDINANCES TO BE INTRODUCED*

ORD-19:019 AN ORDINANCE TO AMEND CHAPTER 62-40 AND 62-41 OF THE JONESBORO CODE OF ORDINANCES FOR THE PURPOSE OF MODIFYING THE DEFINITIONS TO INCLUDE AND SHORT TERM RESIDENTIAL BUSINESS RENTALS AND LEVYING A TAX UPON SAID RENTALS

Sponsors: Finance

#### *RESOLUTIONS TO BE INTRODUCED*

RES-19:037 A RESOLUTION FOR THE ADOPTION OF PRIVILEGE LICENSE FEE SCHEDULE FOR SHORT TERM RESIDENTIAL RENTAL PROPERTIES IN THE CITY OF JONESBORO

Sponsors: Finance

RES-19:047 A RESOLUTION TO ENTER INTO AN AGREEMENT WITH FORREST OFFICE MACHINES TO SERVICE AND PROVIDE TONER FOR THE CITY'S COPIERS AND PRINTERS

Sponsors: Information Systems

Attachments: [Forrest Scan\\_20190417\\_144642.pdf](#)  
[City of Jonesboro Maintenance.pdf](#)  
[CITY OF JONESBORO LETTER.doc](#)  
[Jonesboro.docx](#)

RES-19:048 A RESOLUTION TO CONTRACT WITH JONESBORO JETS, INC.

**Sponsors:** Parks & Recreation

**Attachments:** [2019 JETS SWIM](#)

**RES-19:049** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A new AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION(ARDOT) for THE FY 2017 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) grant to modify the original agreement to increase funds FOR the ASTATE Link trail.

**Sponsors:** Grants

**Attachments:** [Letter to Harold Perrin\\_Jonesboro\\_Job 100971 Combined with TAP funds for...](#)

**RES-19:050** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR PUBLIC SERVICE

**Sponsors:** Mayor's Office

**Attachments:** [Public Service Contract COJ and Public Library.pdf](#)

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-19:035    **Version:** 1    **Name:** Minutes for the Finance Committee meeting on April 9, 2019  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 4/11/2019    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Finance Committee meeting on April 9, 2019  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Finance Minutes 04092019.pdf](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on April 9, 2019



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, April 9, 2019

4:00 PM

Municipal Center

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### 1. Call To Order

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

*Mayor Harold Perrin was in attendance.*

**Present** 4 - Charles Coleman; Ann Williams; David McClain and LJ Bryant

**Absent** 2 - John Street and Joe Hafner

### 3. Approval of minutes

[MIN-19:030](#)

MINUTES FOR THE FINANCE AND ADMINISTRATION MEETING ON MARCH 26, 2019

**Attachments:** [Finance Minutes 03262019.pdf](#)

**A motion was made by Councilperson Ann Williams, seconded by Councilperson Charles Coleman, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 4 - Charles Coleman; Ann Williams; David McClain and LJ Bryant

**Absent:** 2 - John Street and Joe Hafner

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-19:033](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE FY 2018 TRANSPORTATION ALTERNATIVES PROGRAM (TAP)- CRAIGHEAD FOREST GREENWAY TRAIL PHASE 4.

**Attachments:** [ARDot agreement only-CFP trail phase 4](#)

*Councilmember David McClain said I have a question. I remember seeing some of the plans from when they had the public hearing at Central Baptist Church. I did not know if this was for sure going to happen. So, this is going to happen. Mayor Harold Perrin said yes. We had a selection committee to get engineering, which was Fisher & Arnold. Again, they have done most of those trails and bike trails. Mr. Martin Smith, with Ecological Design Group, will be a part of this. Parks and Recreation Director*

Danny Kapales said we have submitted a proposal to move forward with this project. Regarding Councilmember McClain's question, this was the grant that we were given to go down Harrisburg Road. We still have to accept this grant this way because of the way it was written up, but we have already worked with the Arkansas Department of Transportation, ArDOT, and this is being moved over to be pieced with the Arkansas State University, ASU, trail, which will be the next resolution on the agenda. So, we're taking both monies and putting them together to complete the trail from downtown to ASU. Councilmember McClain said so this won't be used for Harrisburg Road, but it will be used for the ASU trail. Mr. Kapales said that's correct, but we have to move forward with it this way.

Mayor Perrin said I have written a letter to ArDOT asking if we could transfer this grant over to the ASU trail, and they verbally gave me the okay. We haven't done it, yet, but when I get the letter, we'll transfer it over to this line item. Councilmember McClain said so, there won't be a trail going down Harrisburg Road. Mr. Kapales said not currently. Some point down the road, we hope there will be a bike lane and maybe a sidewalk. Then, we will still have that connectivity, but, currently, a multi-use trail will not run on Harrisburg Road. Councilmember McClain asked, what changed? Mr. Kapales said it's actually the overall state rule for trails down certain types of roads and that one does not qualify for a multi-use trail. Mayor Perrin said that was an ArDOT deal, not us. They came back and said they didn't want us to do that. We asked if we couldn't put it on State Highway 1, then could we transfer that over to where we desperately need it to get money over on the ASU trail. We can then go and get people to match that and complete the whole thing. If this is approved today, we'll have \$1 million over there in that one project.

Councilmember L.J. Bryant asked if the trail coming out Craighead Forest Park would go all the way down and stop when it hits Harrisburg Road. Mr. Kapales said it would stop when it hits Harrisburg Road. Obviously, in the future, we'll be looking at sidewalks and things of that sort to connect to that trail, but at least that trail does come to the end of Craighead Forest Road, which is a very tight road for people to be able to ride a bike or walk down. So, anybody within that apartment complex or anybody across the street will have an easy access to get to the park.

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

**Aye:** 4 - Charles Coleman;Ann Williams;David McClain and LJ Bryant

**Absent:** 2 - John Street and Joe Hafner

[RES-19:034](#)

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION.

**Attachments:** [Aggie Rd Proposed Trail](#)  
[Public Comments-032719](#)  
[Estimated 2019 TAP ASU Link University Heights Phase](#)

Mayor Harold Perrin said this is the Transportation Alternative Program, TAP, grant through ArDOT. This would include the sidewalks on Aggie Road from Red Wolf Blvd.

and I believe all the way to University Heights School. That's going to be a big plus for those people who live in that area because they could walk to the games. This will go down by the ASU Regional Farmers' Market on that side of the road all the way up to the school. That's going to be a big plus for that school, and this year, as soon as it dries up, we have everything ready to move in, I think, on Bowling Lane. Currently, when parents drop their child off at school, they have to go in and come out the same way. When this is complete, they will go all the way up, take a right and hit Aggie Road, and then take the roundabout at Airport Road. That's a big plus for us.

Councilmember David McClain said so, this would be a sidewalk and a trail. Will it be paved? Mayor Perrin said yes. Councilmember McClain said I think that's great, and I'm glad we are going to connect all of the houses. Mayor Perrin said I think the sidewalk was in the grant we got when we did the roundabout and it took it all the way up to the school. This will just about hook up on the other side before you get to the driveway. So, you'll have it from Airport Road all the way to Red Wolf Blvd. Councilmember McClain asked if it would be on the south side of the road. Mayor Perrin said yes. It's on the side of the ASU Farmers' Market. Councilmember McClain said that's the north side. Mayor Perrin said okay, the north side. Parks and Recreation Director Kapales said actually, it has not been designed, yet. There's going to be a process of designing it and making sure it's the right direction. Currently, the way we have it laid out is it will be on the north side because it appears to be the safest location. Once we get engineers involved, it might change. Councilmember McClain said okay. Mr. Kapales said the big part about this is that we put together a bike/pedestrian plan and what we are doing is following what you all approved as Phase I. So, every time we're asking for these grants, we are continuing that until we get Phase 1 done, and then we'll move on to Phase II.

**A motion was made by Councilperson Ann Williams, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Charles Coleman;Ann Williams;David McClain and LJ Bryant

**Absent:** 2 - John Street and Joe Hafner

[RES-19:035](#)

RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY FOR THE CITY OF JONESBORO FOR THE 2019 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)

**Attachments:**     [2019 C A Signature](#)  
                              [2019 Certs Assurances](#)

Councilmember Ann Williams said this is a technical requirement we do every year. Correct? Mayor Harold Perrin said yes. It is standard through the Federal Highway Administration.

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

**Aye:** 4 - Charles Coleman;Ann Williams;David McClain and LJ Bryant

**Absent:** 2 - John Street and Joe Hafner

[RES-19:042](#)

A RESOLUTION TO CONTRACT WITH THE JONESBORO BASEBALL BOOSTERS

**Attachments:**     [JBB Proposed 2019 Agreement.docx](#)

*Mayor Harold Perrin said every year we enter into a contract with the Jonesboro Baseball Boosters, or it may be a multi-year contract. Parks and Recreation Director Danny Kapales said it's a three-year contract. This is just an agreement that we enter into with Jonesboro Baseball Boosters for them to be able to host their recreational league and tournaments during their user period. We had some negotiations, changed some of the rental fees and added information in there about the turf. Since the turf wasn't originally in the contract in 2016, we just wanted to make sure that they understood about using cleats on the turf and things of that sort. Also, we added some agreements in there on how they were going to help with the turf as we move forward, because we have to use fill with that turf. We're going to have to put more rubber in and sand as we go along, and part of this agreement is that they would actually pay for that to put it in place. So, we had to make some changes from the previous contract. We've been in negotiations making sure that the contract was good for both sides. We have it now to move forward and, basically, it starts at \$15,000 per year and we'll move up \$1,500 per year from there for the next three years. Mayor Perrin said we put a clause in there for inflation. The Jonesboro Baseball Boosters are paying for part of the turf, as well. The Advertising and Promotion Commission, A&P, approves their money and gives it to them. They deposit it and give us a check. That hasn't happened, yet, but A&P just provided them with the money, I believe, last week. So, we should be receiving a check any time from them, which is about \$85,000, to help us pay for the turf. This is just a contract between the City of Jonesboro and Jonesboro Baseball Boosters. Basically, they just rent our facilities. They handle the gate and other things. We don't have to do the concession stands either because that's under Mr. Junior Daas, which is another contract.*

*Councilmember L.J. Bryant asked, what is the current annual amount? Mr. Kapales said it was a little over \$13,000 and we moved up by 5% each year. We moved it to \$15,000 for this year and we'll move it up by \$1,500 per year. We got rid of the percentages and actually gave them a solid number to look at for each move. Mayor Perrin said the reason he said that was because that would have gone up more than probably that 5%, but you have to also give them credit for their payment for the turf. How much are they paying for the turf? Mr. Kapales said they are paying for approximately 25% of the turf. Mayor Perrin said they're paying for about 25% of the \$1 million worth of turf and that's the reason we gave them a little bit of a decrease. We did want it to go up and that's why Mr. Kapales has been negotiating with the booster club. Mr. Kapales said if we have situations where something is not budgeted, we have an item come up that's dealing with the fields or something breaks, they are very good about paying to get things repaired as opposed to us having to dip into our budget. It's a very good partnership for us to be able to utilize. Mayor Perrin said they have been a good partner.*

*Councilmember David McClain asked if the Jonesboro Baseball Boosters paid for this with their fees, tournament fees and rental fees since teams have to rent the fields to practice. Mr. Kapales said actually, that's another nice part of what we do. If someone rents the facility, they rent that through us, so we also get the rental fees. All the travel teams have to pay through us and schedule through us. Mayor Perrin said when you go in through the gate and pay that money goes to the baseball boosters. Mr. Kapales said the baseball boosters get their money through registration fees, tournament fees and gate fees. Councilmember McClain said and concessions. Mr. Kapales said yes, and concessions. Just to clarify that, Mr. Daas works for the Jonesboro Baseball Boosters to run the concession stands, so that's ran through the baseball boosters.*

*They had always ran it and then they went outside and hired Mr. Daas to run their concessions.*

*Councilmember Ann Williams motioned to suspend the rules and walk RES-19:042 on to the Finance & Administration Committee agenda, seconded by Councilmember Dr. Charles Coleman. All voted aye.*

*Councilmember Ann Williams motioned to offer RES-19:042 by title only, seconded by Councilmember David McClain. All voted aye.*

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

**Aye:** 4 - Charles Coleman;Ann Williams;David McClain and LJ Bryant

**Absent:** 2 - John Street and Joe Hafner

## **5. Pending Items**

## **6. Other Business**

*Mayor Harold Perrin said we just reviewed the financials through February and they will be sent to you all electronically, and City Accountant Mike Burroughs should be doing that either this afternoon or tomorrow. Finance Manager Deanna Hornback will get with Mr. Burroughs and make sure you all get those. Through February, we're still in a positive mode. So, that's good, but, again, that's just for two months. There will be some things we will be paying on that. Sales tax is up the first two months around \$143,000 over last year. That's something I look at is if we aren't better off this year than we were last year. The A&P tax seems to be going down. I don't understand that because you can't get a room here Monday through Thursday, but a small percentage of A&P is going down. State turnback is down just a little bit, but not much. It just varies anyway. You really can't tell until about August when you get June's figures. We're always 60 days behind. Then we can usually tell where we're at, but that doesn't give us much leverage if we need to make some changes from then until December. If you all remember, last year we ended up about \$5 million better than we did because we didn't expense the money. We watch it pretty tight. Mrs. Hornback has stepped in and is doing a good job. We're trying to get someone in that position. The auditors are here and Mrs. Hornback and Mr. Burroughs are working with them. The only comment I can make on that is that so far the audit is going good. The main thing is that we have a lot of checks and balances that we put in many years ago that are pretty strong. Just like with purchase orders, I think there are four or five signatures before anything is paid. One person starts the purchase order. The second person checks to see if it's in the budget, The third person checks to see if the money is available or if we are over or under. Then, I'll sign off at the end before it goes to be paid. So, that's good and I like that system.*

## **7. Public Comments**

## **8. Adjournment**

**A motion was made by Councilperson David McClain, seconded by Councilperson Ann Williams, that this meeting be Adjourned . The motion**



**PASSED with the following vote.**

**Aye:** 4 - Charles Coleman; Ann Williams; David McClain and LJ Bryant

**Absent:** 2 - John Street and Joe Hafner



Legislation Details (With Text)

**File #:** ORD-19:019    **Version:** 2    **Name:** AMEND CHAPTER 62-40 AND 62-41 OF THE JONESBORO CODE OF ORDINANCES FOR THE PURPOSE OF MODIFYING THE DEFINITIONS TO INCLUDE AND SHORT TERM RESIDENTIAL BUSINESS RENTALS AND LEVYING A TAX UPON SAID RENTALS

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

**File created:** 4/4/2019    **In control:** Finance & Administration Council Committee

**On agenda:**    **Final action:**

**Title:** AN ORDINANCE TO AMEND CHAPTER 62-40 AND 62-41 OF THE JONESBORO CODE OF ORDINANCES FOR THE PURPOSE OF MODIFYING THE DEFINITIONS TO INCLUDE AND SHORT TERM RESIDENTIAL BUSINESS RENTALS AND LEVYING A TAX UPON SAID RENTALS

**Sponsors:** Finance

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 62-40 AND 62-41 OF THE JONESBORO CODE OF ORDINANCES FOR THE PURPOSE OF MODIFYING THE DEFINITIONS TO INCLUDE AND SHORT TERM RESIDENTIAL BUSINESS RENTALS AND LEVYING A TAX UPON SAID RENTALS

WHEREAS, the Advertising and Promotion Commission voted unanimously to request the City Council to consider modifying the definitions in the Hotel-Motel tax code to include new business types; and

WHEREAS, it is the desire of the Council to make those changes.

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

SECTION ONE: That City Ordinance 62-40 be deleted and replaced with the following language:

**62-40 Definitions.**

- Gross Receipt Tax** means a tax of three percent (3%) upon the gross proceeds from renting, leasing, or otherwise furnishing of motel or hotel accommodations or short-term residential

rentals in the city.

2. **Hotel or Motel Accommodations** means the renting, leasing, or otherwise furnishing of accommodations in hotels or motels upon a day-to-day basis or a week-to-week basis. Provided, however, that this shall not include the renting, leasing, or furnishing of accommodations upon month-to-month tenancies or tenancies of a longer duration.
3. **Short-term Residential Business Rentals** means the renting, leasing, or otherwise furnishing of accommodations in residential properties, utilizing online web sites or agents such as Airbnb, newspaper ads, direct marketing methods, Craigslist, word of mouth, and all other methods of advertising rental engagements upon a day-to-day or week-to-week basis, where the rentals exceed a total of thirty (30) days in any calendar year. This shall not include the renting, leasing, or furnishing of accommodations upon a month-to-month tenancies or tenancies of a longer duration. Short-term residential business rentals is further defined as any property requiring the owner to obtain commercial business insurance and/or file a Schedule E tax form reporting rental income and expense.

SECTION TWO: Ordinance 62-41 shall be deleted and replaced with the following language:

**62-41 Gross Receipt Tax**

1. From and after the passage and approval of this section, a tax in the sum of three percent (3%) shall be levied upon the gross proceeds from the renting, leasing, or otherwise furnishing of hotel and motel accommodations or short-term residential business rentals for profit within the corporate limits of the City of Jonesboro, Arkansas. The tax herein levied shall be paid by the persons, firms, or corporations liable therefore, and shall be collected by the City Advertising and Promotion Commission in the same manner and at the same time as the gross receipts tax levied by act 386 of 1941, as amended. All the provisions of Act 386 of 1941, as amended, and the rules, regulations, and forms promulgated and prescribed by the commissioner of revenues pursuant to said Act shall, so far as practicable, be applied with respect to the enforcement and collection of the tax levied pursuant to this section.



Legislation Details (With Text)

**File #:** RES-19:037    **Version:** 1    **Name:** ADOPTION OF PRIVILEGE LICENSE FEE SCHEDULE FOR SHORT TERM RESIDENTIAL RENTAL PROPERTIES IN THE CITY OF JONESBORO

**Type:** Resolution    **Status:** To Be Introduced

**File created:** 4/4/2019    **In control:** Finance & Administration Council Committee

**On agenda:**    **Final action:**

**Title:** A RESOLUTION FOR THE ADOPTION OF PRIVILEGE LICENSE FEE SCHEDULE FOR SHORT TERM RESIDENTIAL RENTAL PROPERTIES IN THE CITY OF JONESBORO

**Sponsors:** Finance

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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A RESOLUTION FOR THE ADOPTION OF PRIVILEGE LICENSE FEE SCHEDULE FOR SHORT TERM RESIDENTIAL RENTAL PROPERTIES IN THE CITY OF JONESBORO  
 WHEREAS, Ordinance 18:081 established requirements for Short-Term Residential Rental Properties in the City of Jonesboro; and

WHEREAS, one requirement is that the properties must have a privilege license issued by the City before they conduct business within the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT THE FOLLOWING FEE SCHEDULE IS HEREBY ADOPTED:

Structure Type	Per Unit/Structure
Apartment Complex	\$50.00
Accessory Apartments*	\$50.00
Loft Apartments	\$50.00
Single Family Detached House	\$100.00
Townhouse/Condominium	\$100.00
Duplex	\$100.00
Back to Back Townhouse	\$100.00

\*2<sup>nd</sup> small dwelling on the same property as your single family home, i.e. a detached garage, basement, etc.



Legislation Details (With Text)

<b>File #:</b>	RES-19:047	<b>Version:</b>	1	<b>Name:</b>	AGREEMENT WITH FORREST OFFICE MACHINES TO SERVICE AND PROVIDE TONER FOR THE CITY'S COPIERS AND PRINTERS
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	4/16/2019	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO ENTER INTO AN AGREEMENT WITH FORREST OFFICE MACHINES TO SERVICE AND PROVIDE TONER FOR THE CITY'S COPIERS AND PRINTERS				
<b>Sponsors:</b>	Information Systems				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Forrest Scan_20190417_144642.pdf</a> <a href="#">City of Jonesboro Maintenance.pdf</a> <a href="#">CITY OF JONESBORO LETTER.pdf</a> <a href="#">Jonesboro.pdf</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ENTER INTO AN AGREEMENT WITH FORREST OFFICE MACHINES TO SERVICE AND PROVIDE TONER FOR THE CITY'S **COPIERS** AND PRINTERS  
WHEREAS, the City of Jonesboro has identified a need to consolidate **copier** maintenance agreements to save cost and for time management purposes; and

WHEREAS, staff obtained quotes from vendors that could service all of the City's equipment; and

WHEREAS, FORREST OFFICE MACHINES was determined to be the least expensive option while providing a month-to-month, no obligation contract based on a per-copy price and will provide the mayor's office with a like new copier.

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

1. The City of Jonesboro shall enter into a contract with Forrest Office Machines to service and provide toner for the City's **copier** and printers.
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.

## MAINTENANCE AGREEMENT

<b>B I L L  T O</b>	Company City of Jonesboro		Customer #	<b>S H I P  T O</b>	Company Same		Customer #
	Address 300 S. Church St.				Address		
	Address 2				Address 2		
	Suite/Floor/Dept.				Suite/Floor/Dept.		
	City	State	Zip		City	State	Zip
	Jonesboro	AR	72401				
Admin/Purchasing Contact: Jason Ratliff		Phone 870-932-1052	Equip. Delivery Contact:		Phone		
		Email jratliff@jonesboro.org			Email		

CONTRACT TERM:  1 Year  2 Year  3 Year  4 Year  5 Year  Other: \_\_\_\_\_  
 New  Renewal

EFFECTIVE DATE: \_\_\_\_\_

MAKE/MODEL	SERIAL NUMBER	DESCRIPTION	ID	BEGIN METER
All Sharp		City of Jonesboro machines		<input type="checkbox"/> B/W: <input type="checkbox"/> Color:
		We guarantee a 4 hour response time		<input type="checkbox"/> B/W: <input type="checkbox"/> Color:
		As well a 98% up time		<input type="checkbox"/> B/W: <input type="checkbox"/> Color:
		The price is locked in for 3 years		<input type="checkbox"/> B/W: <input type="checkbox"/> Color:
		Sharp Color copier for Mayor's office		<input type="checkbox"/> B/W: <input type="checkbox"/> Color:
				<input type="checkbox"/> B/W: <input type="checkbox"/> Color:
				<input type="checkbox"/> B/W: <input type="checkbox"/> Color:
				<input type="checkbox"/> B/W: <input type="checkbox"/> Color:

<input type="checkbox"/> Annual Rate \$ _____	B&W Copies Allowed _____	B&W Overage Charge \$ _____
	Color Copies Allowed _____	Color Overage Charge \$ _____
<input type="checkbox"/> Quarterly Rate \$ _____	B&W Copies Allowed _____	B&W Overage Charge \$ _____
	Color Copies Allowed _____	Color Overage Charge \$ _____
<input checked="" type="checkbox"/> Monthly Rate \$ 0.00	B&W Copies Allowed 0	B&W Overage Charge \$ .006
	Color Copies Allowed 0	Color Overage Charge \$ .049
<input type="checkbox"/> Addtl. Charge \$ _____ For _____		

Supplies Included:  Yes  No  Black Toner  Color Toner  
 Staples Included:  Yes  No

Meter Contact	Department/Location	Preferred Meter Method: <input type="checkbox"/> Email: _____ <input type="checkbox"/> Fax: _____
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Special Instructions:

Please carefully review the Terms and Conditions on the second page and provide a customer signature.

**FORREST OFFICE MACHINES**  
1005 GEE ST., JONESBORO, AR 72401  
PHONE: 870-932-7852 FAX: 870-932-0909

**SHARP**

CUSTOMER  
CITY OF JONESBORO  
NAME:

FORREST OFFICE MACHINES

BY: BARRY FORREST BY L.M.

ADDRESS: 300 S. CHURCH  
LOCATION:  
PHONE:  
FAX:  
CONTACT PERSON:

DATE:

METER: B/W

FORREST OFFICE MACHINES, INC., AGREES TO SERVICE AND MAINTAIN THE FOLLOWING EQUIPMENT:

MAKE	MODEL	SERIAL #
SHARP	SHARP COPIERS	

ALL B/W COPIES WILL BE BILLED AT .006 PER COPY; ALL COLOR COPIES WILL BE BILLED AT .049 PER COPY.

1. A SERVICE TECHNICIAN WILL MAKE A COMPLETE INSPECTION OF THE MACHINE AT THE TIME OF SERVICE. HE WILL REPLACE ALL NECESSARY PARTS AND SUPPLIES NEEDED AT THE TIME OF SERVICE AT NO ADDITIONAL CHARGE. HOWEVER, ANY AND ALL PARTS DESTROYED BY ACTS OF GOD OR CUSTOMER ABUSE, MISUSE, CARELESSNESS WILL BE BILLED TO THE CUSTOMER.
2. A SERVICE TECHNICIAN WILL MAKE ALL SERVICE CALLS DURING NORMAL BUSINESS HOURS, MONDAY THRU FRIDAY 8:00 A.M. TO 5:00 P.M. SERVICE CALLS MADE AFTER HOURS OR ON HOLIDAYS WILL BE BILLED TO THE CUSTOMER.
3. PLEASE NOTIFY FORREST OFFICE MACHINES OF ANY DIFFERENCE IN LOCATION OF EQUIPMENT.
4. FORREST OFFICE MACHINES WILL PROVIDE ALL SUPPLIES FOR COPIER EXCEPT PAPER AND STAPLES.
5. FORREST OFFICE MACHINES WILL CALL EACH MONTH FOR A COPY COUNT, SO WE WILL NEED A LOCATION AND A CONTACT NAME FOR EACH MACHINE.
6. THE CUSTOMER WILL BE RESPONSIBLE FOR ANY TAXES FOR SERVICES, UNLESS EXEMPT.
7. OUR NETWORK ADMINISTRATION WILL SET-UP AND INSTALL ALL NECESSARY SOFTWARE AND DRIVERS AT THE INITIAL SET-UP. ANY ADDITIONS, DELETIONS, OR RE-INSTALLS WILL BE AT THE CUSTOMERS EXPENSE.
8. THIS CONTRACT IS A YEAR TO YEAR CONTRACT WITH A 30 DAY CANCELLATION NOTICE.

SIGN & RETURN

# Office Technology Proposal

Prepared for: City of Jonesboro

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This proposal contains information related to the following:



Office Equipment



Document Management

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Prepared by: Ben Holifield



Title	Major Account Executive
Direct Line	(501) 993-8765
Email Address	<a href="mailto:ben@businessworld.net">ben@businessworld.net</a>
Date	4/1/2019



## Proposed 3 Year Maintenance for current equipment:

B&W Per Page Rate: .006

Color Per Page Rate: .049

**Ricoh Replacement:** Business World will provide a Refurbished MX-4140 at **no charge** for the length of the 3-year maintenance contract.

## Proposed Optional New Sharp



### **Sharp MX-4071**

The Sharp MX-4071 brings vibrant colors and cutting-edge technology to your office! Print Pantone Matching Colors, Scan up to 220 ipm, Scan to Microsoft Word, Excel, PPT, etc., MFP Voice lets you control the copier using your voice with Amazon Alexa.

#### Sharp MX-4071

- ✓ Copy/Print/Scan
- ✓ 40 pages per minute
- ✓ 2 x 550 Sheet Drawers
- ✓ Scan Up to 220 ipm
- ✓ 150 Sheet bypass
- ✓ Center Exit Tray

**Purchase Price: \$4,947.00**

#### Optional Addons:

Inner Staple Finisher: \$641.00

Add 2x550 drawers: \$231.00

Fax Expansion Kit: \$443.00

## Multifunction Maintenance Description

**Your service contract includes the following services and supplies:**

- All parts, labor, and supplies including
  - Drum
  - Toner
  - Developer
- Preventative Maintenance Performed bi-Annually
- 4 hour guaranteed response time for mechanical failures
- Computerized service tracking
- Service histories upon customer's request
- Equipment maintained to manufacturer's specifications
- No Lemons Guarantee
- Free Loaners &/or Replacements should equipment not meet manufacturer's specifications
- Excludes paper and staples

# FORREST

OFFICE MACHINES

(870) 932-7852  
1005 Gee Street • Jonesboro, AR 72401

April 8, 2019

City of Jonesboro

We would like to honor the bid of .006 for B/W copies and .049 for color copies for the City of Jonesboro.

Thank you and look forward to hearing from you as soon as possible.

Thanks

Barry Forrest

# City of Jonesboro

## Comprehensive Printer Bid

March 29th, 2019

### **AAA Business Systems Locations:**

- Fayetteville, AR (Corporate HQ) 2715 N. Drake St.
- Little Rock, AR 15 Shackleford Dr. Ste. C
- Jonesboro, AR Store COMING SOON

### **AAA Northeast Arkansas:**

- NEW Branch, which opened on 1/1/2019
- **Manufacturer certified to service and sell Sharp, Ricoh, Brother, and Epson in Northeast Arkansas**
- Local Technicians, currently dispatched from their homes
- AAA currently employs 28 people
- Average industry experience amongst AAA service employees is 24 years
- Next day guarantee on all special-order part items (i.e. circuit boards, motors, etc.)
- Commonly replaced maintenance kits guaranteed in-stock in all technicians' car stocks
- Toner orders remotely managed and guaranteed either same day or next days' delivery
- All technicians are manufacturer certified on ALL machines we carry
- Guaranteed 4-hour response on service calls

## **Mayor's Office:**

### **Ricoh MP C5503 Multifunction Color Printer**

- Copy/Print/Scan/Fax
- 55 pages per minute
- 4-550 sheet user adjustable paper trays
- Stapling Finisher w/3 Hole Punch

#### **Rental: Zero cost for the term of the maintenance contract – 3 years**

Pricing includes the hardware, installation, and training.

**Service pricing:** All B/W prints billed at \$0.0095 per print

All Color prints billed at \$0.052 per print

#### **\*Service pricing includes toner, developer, parts, and labor\***

AAA Business Machines guarantees a 4 hour response time on service calls and next day delivery on toner.



**Wade Timmermann**

**President**

**501-779-1394**

[wtimmermann@aaabm.com](mailto:wtimmermann@aaabm.com)



## Legislation Details (With Text)

<b>File #:</b>	RES-19:048	<b>Version:</b>	1	<b>Name:</b>	CONTRACT WITH JONESBORO JETS, INC.
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	4/16/2019	<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 JONESBORO JETS, INC.				
<b>Sponsors:</b>	Parks & Recreation				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2019 JETS SWIM</a>				

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

WHEREAS, This Agreement is made by and between JONESBORO JETS, Inc., an Arkansas not for profit corporation, ("JETS") and the City Of Jonesboro Parks and Recreation Department effective on this 13th Day of May 2019.

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

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

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

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

Section 1: The City of Jonesboro, Arkansas shall contract with Jonesboro JETS, INC for use of the Jonesboro Pool Center, located at 1421 West Nettleton, Jonesboro, AR.

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

## FACILITY USAGE AGREEMENT FOR ASSOCIATION USE OF JONESBORO CITY POOL CENTER

### JONESBORO JETS

This Agreement is made by and between JONESBORO JETS, Inc., an Arkansas not for profit corporation, ("JETS") and the CITY OF JONESBORO PARKS AND RECREATION ("CITY"), on this 13th Day of May 2019 (the "Effective Date").

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

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

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

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

#### **I. Term**

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

#### **II. Use of Facilities by JETS**

- 1) During the period of May 13, 2019 to October 31, 2019 during the Term of this Agreement, JETS shall have the right to use the CITY'S pool Facilities. During the months of June, July and August, the usage will be from 5:00 a.m. until 9:45 a.m. Monday through Friday and 5:50pm to 6:55pm Monday, Tuesday, and Thursday. During the month of May the usage will be from 4:00 p.m. until 7:00 p.m., Monday thru Friday, any other times must be approved by the Pool Director This period shall be referred to as the "Primary Usage Period."
- 2) JETS shall have the right to reserve the Facilities for swim meets two (2) Saturdays within the Primary Usage Period. These meets must end by 1:00 p.m. on the designated day or an additional rental fee must be paid at the rate of \$75 per hour that the event runs over. Any portion over one hour counts as a full hour for purposes of fees. For example if the event should end at 1:00 p.m. and actually ends at 2:15 p.m. an additional

fee of \$150 would be due and payable for that event overage. The Facilities will be made available at 9:00 p.m. the night before a scheduled swim meet unless it has been rented for another event. Any reservations for swim meets or other events outside the Primary Usage Period must be approved by the Pool and/or Parks Director no later than 30 days prior to the requested reservation.

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



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

### **III. Obligations of CITY**

CITY agrees to:

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

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

#### IV. Obligations of JETS

JETS shall:

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

shall be construed to defeat or diminish JETS right to seek recourse against those persons causing the damage.

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

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

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

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

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

#### **V. Default of JETS**

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

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

#### **VI. Default of CITY**

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

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

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

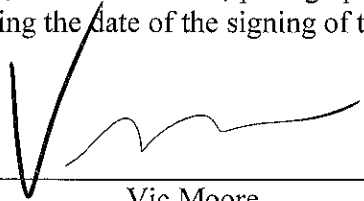
**VII. Assignability and Exclusivity**

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

**VIII. Notices**

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

JETS

By:   
Name: \_\_\_\_\_ Vic Moore \_\_\_\_\_  
Title: \_\_\_\_\_ CEO/HC \_\_\_\_\_

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

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

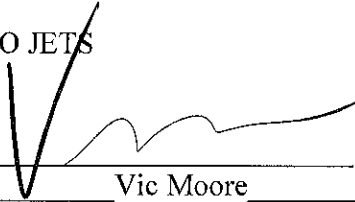
**IX. Miscellaneous Provisions.**

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

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

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

JONESBORO JETS

By:   
Name:                     Vic Moore                      
Title:                     CE/HC                      
Date:                     4/16/19                    

CITY OF JONESBORO

By: \_\_\_\_\_  
Name:   Harold Perrin                      
Title:   MAYOR                      
Date: \_\_\_\_\_

ATTEST

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



Legislation Details (With Text)

**File #:** RES-19:049    **Version:** 2    **Name:** AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION(ARDOT) for THE FY 2017 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) grant to modify the original agreement to increase funds FOR the ASTATE Link trail

**Type:** Resolution    **Status:** To Be Introduced

**File created:** 4/19/2019    **In control:** Finance & Administration Council Committee

**On agenda:**    **Final action:**

**Title:** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A new AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION(ARDOT) for THE FY 2017 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) grant to modify the original agreement to increase funds FOR the ASTATE Link trail.

**Sponsors:** Grants

**Indexes:**

**Code sections:**

**Attachments:** [Letter to Harold Perrin Jonesboro Job 100971 Combined with TAP funds for...](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A new AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION(ARDOT) for THE FY 2017 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) grant to modify the original agreement to increase funds FOR the ASTATE Link trail.

WHEREAS, the City of Jonesboro extended award amount for the FY 2017 Transportation Alternative Program grant is the amount of \$997,500 of which \$798,000 are Federal-aid funds; and

WHEREAS, the City of Jonesboro will match the Federal-aid funds with \$199,500 in local funds; and

WHEREAS, the City of Jonesboro will accept all accounting, reporting, and project responsibilities for said grant; and

WHEREAS, the City of Jonesboro will use said funds for the construction of the ASTATE Link trail that is proposed in the Master Bike and Pedestrian Plan

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

Section 1:The Jonesboro City Council will enter into the new agreement with the Arkansas State Highways and Transportation Department to combined funds for the ASTATE Link.

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



# ARKANSAS STATE HIGHWAY COMMISSION

**THOMAS B. SCHUECK**  
CHAIRMAN  
LITTLE ROCK



**PHILIP TALDO**  
SPRINGDALE

**ROBERT S. MOORE, JR.**  
VICE CHAIRMAN  
ARKANSAS CITY

**KEITH GIBSON**  
FORT SMITH

**DALTON A. FARMER, JR.**  
JONESBORO

P.O. Box 2261 • Little Rock, Arkansas 72203-2261  
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400  
[www.ARDOT.gov](http://www.ARDOT.gov) • [www.IDriveArkansas.com](http://www.IDriveArkansas.com)

**SCOTT E. BENNETT, P.E.**  
DIRECTOR

April 8, 2019

The Honorable Harold Perrin  
Mayor of Jonesboro  
P.O. Box 1845  
Jonesboro, Arkansas 72403

Re: Job 100971  
F.A.P. TAPC-9227(76)  
Jonesboro Downtown to ASU  
Connection (TAP-17) (S)  
Craighead County

Dear Mayor Perrin:

Reference is made to the City's request to combine its recent award of \$399,000 in Statewide Transportation Alternatives Program (TAP) funds for Job 100986, Jonesboro Craighead Forest Greenway Trail Ph. 4 (TAP-18) (S) with the referenced TAP project.

The Agreement of Understanding for Job 100971 between the Department and the City of Jonesboro, dated January 9, 2018, capped the Federal-aid amount of this project at \$399,000. In order to utilize these new funds, it is necessary to modify the Agreement of Understanding.

This letter, when signed by you and returned to the Department, will constitute a supplement to the Agreement between the City of Jonesboro and the Department. All other conditions of the Agreement of Understanding will remain in effect. Once approved, the total Federal-aid available for construction of Job 100971 will be \$798,000, and Job 100986 will be canceled.



The Honorable Harold Perrin  
April 8, 2019

Page Two

Please retain a copy of the signed letter for the City's files. If you have any questions concerning this matter, please contact Ashley Smith in our Program Management Division at (501) 569-2286.

Sincerely,



*For* Scott E. Bennett, P.E.  
Director

**APPROVED:**

---

Harold Perrin  
Mayor of Jonesboro

c: Deputy Director and Chief Operating Officer  
Deputy Director and Chief Engineer  
Assistant Chief Engineer – Planning  
Program Management  
District 10  
Job 100971 'C' File  
Job 100986 'C' File



## Legislation Details (With Text)

<b>File #:</b>	RES-19:050	<b>Version:</b>	1	<b>Name:</b>	CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR PUBLIC SERVICE
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	4/19/2019	<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 ENTER INTO A CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR PUBLIC SERVICE				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Public Service Contract COJ and Public Library.pdf</a>				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT WITH CRAIGHEAD COUNTY JONESBORO PUBLIC LIBRARY FOR PUBLIC SERVICE

WHEREAS, the City of Jonesboro has received a contract from Craighead County Jonesboro Public Library; and

WHEREAS, this contract is for the purposes of remitting the City's portion of property tax to the Craighead County Jonesboro Public Library; and

WHEREAS, the City of Jonesboro believes the benefits to be derived from the operations and maintenance of a public library will enhance the quality of life of the City of Jonesboro and its residents; and

WHEREAS, it is in the best interest of the City of Jonesboro that the City Council authorize the Mayor and City Clerk to execute this contract.

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

Section 1: This contract is for the purposes of remitting the City's portion of property tax to Craighead County Jonesboro Public Library.

Section 2: That this contract is for the best interest of the residents of the City of Jonesboro.

Section 3: The Mayor and City Clerk are hereby authorized to execute said contract.

**PUBLIC SERVICE CONTRACT**

**The City of Jonesboro**

**And**

**Craighead County Jonesboro Public Library**

FOR, AND IN CONSIDERATION, of the benefits to be derived by the citizens of Jonesboro through access to a public library, this contract is entered into this date between the Craighead County Jonesboro Public Library, located at 315 West Oak Avenue, Jonesboro, Arkansas and the City of Jonesboro, located at 300 South Church Street, Jonesboro, Arkansas.

Craighead County Jonesboro Public Library is currently funded by a 2 mill property tax that is collected by Craighead County and remitted to the Craighead County Jonesboro Public Library via the County Treasurer; said transactions being posted in the Craighead County annual operating budget as required by law. Those funds derived from assessments on property in the City of Jonesboro are received by the City of Jonesboro before being remitted to the Craighead County Jonesboro Public Library.

IT IS AGREED, that in return for the funds received from the City of Jonesboro, the Craighead County Jonesboro Public Library will provide services to the citizens of the City of Jonesboro and Craighead County, as normally associated with a public library facility.


This contract shall be effective \_\_\_\_\_ 2019, and will remain in effect through and expiring on \_\_\_\_\_. This contract may be executed annually each year to satisfy the scope of the law.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2019.

City of Jonesboro:

Craighead County Jonesboro Public Library:

\_\_\_\_\_  
Harold Perrin, Mayor of the City of Jonesboro

  
\_\_\_\_\_  
David A. Eckert, Library Director

ATTEST:

\_\_\_\_\_  
Donna K. Jackson, City Clerk