



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Safety Council Committee

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Tuesday, December 17, 2019

5:00 PM

Municipal Center

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### 1. Call To Order

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

### 3. Approval of minutes

[MIN-19:115](#)

Minutes for the Public Safety Committee meeting on November 19, 2019.

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

### 4. New Business

#### *ORDINANCES TO BE INTRODUCED*

[ORD-19:079](#)

AN ORDINANCE TO PROHIBIT THE INSTALLATION AND OPERATION OF A JUNK OR SALVAGE YARD IN THE CITY OF JONESBORO, ARKANSAS, AND FOR OTHER PURPOSES

**Sponsors:** Mayor's Office

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-19:215](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CRAIGHEAD COUNTY AND THE CITIES WITHIN CRAIGHEAD COUNTY FOR THE PURPOSE OF CONTINUING A JOINT 911 EMERGENCY AND DISPATCH CENTER

**Sponsors:** Mayor's Office and E911

**Attachments:** [E911 Agreement](#)

### 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)

<b>File #:</b>	MIN-19:115	<b>Version:</b>	1	<b>Name:</b>	Minutes for the Public Safety Committee meeting on November 19, 2019
<b>Type:</b>	Minutes	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	11/25/2019	<b>In control:</b>		<b>In control:</b>	Public Safety Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	Minutes for the Public Safety Committee meeting on November 19, 2019.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Minutes</a>				

Date	Ver.	Action By	Action	Result
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Minutes for the Public Safety Committee meeting on November 19, 2019.



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Public Safety Council Committee

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Tuesday, November 19, 2019

5:00 PM

Municipal Center

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### 1. Call To Order

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

**Present** 5 - David McClain; Mitch Johnson; Chris Moore; Gene Vance and Bobby Long

### 3. Approval of minutes

[MIN-19:104](#)

Minutes for the Public Safety Committee meeting on October 15, 2019.

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

A motion was made by Councilperson Gene Vance, seconded by Councilperson Chris Moore, that this matter be Passed . The motion PASSED with the following vote.

**Aye:** 5 - David McClain; Mitch Johnson; Chris Moore; Gene Vance and Bobby Long

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-19:202](#)

RESOLUTION APPROVING THE TITLE VI PROGRAM SUBMITTED FOR THE JET SYSTEM

**Attachments:** [JETS 2019 Title VI Program 11-13-19](#)

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

**Aye:** 5 - David McClain; Mitch Johnson; Chris Moore; Gene Vance and Bobby Long

### 5. Pending Items

### 6. Other Business

[COM-19:077](#)

MOSQUITO CONTROL REPORT FROM VECTOR MOSQUITO CONTROL FOR JONESBORO FOR SEPTEMBER-OCTOBER 2019 YEAR END

**Attachments:**     [City of Jonesboro Sept-Oct. 2019](#)

*Chairman Mitch Johnson said, it is pretty obvious we don't have to worry about mosquitos at this time. I hope you all looked over your report, there is some interesting stuff in there. I just dotted a few things down. There was 7,975 miles treated this year, which was 229,421 acres. They had service request of 136 for the year, their collection in all of the light traps they had out is 10,555 mosquitos, and they did nine aerial sprays for a total acreage of 159,370.*

**Read**

**7. Public Comments**

**8. Adjournment**

**A motion was made by Councilperson David McClain, seconded by Councilperson Chris Moore, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:**    5 -    David McClain; Mitch Johnson; Chris Moore; Gene Vance and Bobby Long



## Legislation Details (With Text)

<b>File #:</b>	ORD-19:079	<b>Version:</b>	1	<b>Name:</b>	PROHIBIT THE INSTALLATION AND OPERATION OF A JUNK OR SALVAGE YARD IN THE CITY OF JONESBORO, ARKANSAS, AND FOR OTHER PURPOSES
<b>Type:</b>	Ordinance	<b>Status:</b>			To Be Introduced
<b>File created:</b>	12/11/2019	<b>In control:</b>			Public Safety Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO PROHIBIT THE INSTALLATION AND OPERATION OF A JUNK OR SALVAGE YARD IN THE CITY OF JONESBORO, ARKANSAS, AND FOR OTHER PURPOSES				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO PROHIBIT THE INSTALLATION AND OPERATION OF A JUNK OR SALVAGE YARD IN THE CITY OF JONESBORO, ARKANSAS, AND FOR OTHER PURPOSES

WHEREAS, the City of Jonesboro is concerned for the health and safety of its citizens and visitors; and,

WHEREAS, it is known and understood that the operation of a junk or salvage yard offers a place for harboring, breeding, and spreading mosquitoes, other insects, and vermin, all of which are conducive to bad health conditions and the spread of disease; and,

WHEREAS, it is further known that junk or salvage yards can be a fire hazard and often emit smoke and debris into the air which may constitute a health hazard for the public; and,

WHEREAS, the installation and operation of a junk or salvage yard within the city may adversely affect the health and safety of the public, and is detrimental to the property values of the city.

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

SECTION ONE: A junk or salvage yard is hereby defined and considered as a lot or part thereof used for the storage, keeping, or abandonment of junk, including scrap metal or vehicles or machinery parts thereof, or a place of business where used metals, motor vehicle tires, batteries, rags, paper waste materials and/or other used merchandise is accumulated in stacks and piles, either inside or outside of buildings, for the purpose of buying and selling of such items.

SECTION TWO: The public health and safety being affected, it shall hereafter be unlawful for any person, firm, corporation, partnership, or otherwise, to install, construct, or hereafter begin to operate within the City of Jonesboro, Arkansas any junk or salvage yard or business within the meaning or contemplation of a junk or salvage yard as herein defined.

SECTION THREE: That any violation hereof shall be punishable by a fine of not less than \$100.00 nor more than \$500.00 for each offense and each day any violation shall be found shall constitute a separate offense and shall be punishable accordingly.

SECTION FOUR: This ordinance does not apply to operating junk or salvage yards who have a valid business license and are in business when this ordinance goes into effect. Except as herein provided, no junk or salvage yard use may be reestablished after it has been discontinued or vacated for a period of 180 days or more.

SECTION FIVE: That no legally existing junk or salvage yard already located within the city limits of Jonesboro, Arkansas shall enlarge or increase the scope of its existing operation and/or facilities without Planning Commission approval.

SECTION SIX: All ordinances, or parts of ordinances, in conflict herewith, are hereby repealed.

SECTION SEVEN: Should any part or portion of this ordinance be found by a court of competent jurisdiction to be unconstitutional or invalid, such invalidity as may be found shall not affect any other part or portion hereof.



## Legislation Details (With Text)

<b>File #:</b>	RES-19:215	<b>Version:</b>	1	<b>Name:</b>	INTERLOCAL COOPERATION AGREEMENT BETWEEN CRAIGHEAD COUNTY AND THE CITIES WITHIN CRAIGHEAD COUNTY FOR THE PURPOSE OF CONTINUING A JOINT 911 EMERGENCY AND DISPATCH CENTER
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	12/11/2019	<b>In control:</b>			Public Safety Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CRAIGHEAD COUNTY AND THE CITIES WITHIN CRAIGHEAD COUNTY FOR THE PURPOSE OF CONTINUING A JOINT 911 EMERGENCY AND DISPATCH CENTER				
<b>Sponsors:</b>	Mayor's Office, E911				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">E911 Agreement</a>				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CRAIGHEAD COUNTY AND THE CITIES WITHIN CRAIGHEAD COUNTY FOR THE PURPOSE OF CONTINUING A JOINT 911 EMERGENCY AND DISPATCH CENTER

WHEREAS, the cities within Craighead County ("cities") and Craighead County ("County") desire to continue the combined 911 emergency and dispatch center provided by the City of Jonesboro for all of the entities within Craighead County; and,

WHEREAS, the cities and the County agree to share in the costs of all equipment necessary to provide 911 emergency and dispatch services to the citizens of Craighead County at a pro-rated amount equal to the percentage of the population within their prospective territories, as determined by the most recent census data; and,

WHEREAS, the initial term of this agreement shall be from January 1, 2020 to December 31, 2022 and shall automatically renew for successive one year periods after December 31, 2022.

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

SECTION 1: The City of Jonesboro shall enter into the Interlocal Cooperation Agreement with Craighead County and all the cities within Craighead County for the purpose of continuing a joint 911 emergency and dispatch center; and,

SECTION 2: Mayor Harold Perrin and City Clerk Donna Jackson are authorized to execute such documents as are necessary to effectuate this agreement.



## INTERLOCAL COOPERATION AGREEMENT FOR OPERATION OF 911 EMERGENCY AND DISPATCH CENTER

Comes now Craighead County, Arkansas, acting by and through its duly authorized and elected County Judge, and the Cities of Jonesboro, Brookland, Bay, Bono, Cash, Egypt, Lake City, Monette, Caraway, Black Oak, Arkansas (the "Parties"), acting by and through their duly authorized and elected Mayors and enter into the following interlocal cooperation agreement for the purpose of continuing a joint 911 emergency and dispatch center (sometimes hereinafter referred to as "the center", to-wit:

1. That the Parties desire to continue the combined 911 emergency and dispatch center for all of the entities within Craighead County, Arkansas.
2. The City of Jonesboro hereby agrees to continue to accept the responsibility for providing services to the residents of Craighead County and all cities within Craighead County as are currently being provided.
3. The Parties agree to share in the costs of all equipment necessary to provide 911 emergency and dispatch services to the citizens of Craighead County at a pro-rated amount equal to the percentage of the population within their prospective territories, as determined by the most recent census data.
4. An Advisory Committee is hereby created of all the mayors, police chiefs, and fire chiefs of Craighead County. There shall be a meeting of the Advisory Committee to be held quarterly, with date, time, and location determine by the Craighead County Judge. The Advisory Committee's purpose is to discuss the operations of the Center and provide input for improvements and modifications.
5. The 911 Governing Board is hereby created consisting of the Craighead County Judge, Mayor of Jonesboro, Craighead County Sheriff, Jonesboro Police Chief, Jonesboro Fire Chief, and one mayor of the other Craighead County cities (as selected by a majority of such mayors). Said Board shall meet at a minimum of quarterly (or more frequently if needed) to review the operations of the center, and discuss any changes or issues arising from the quarterly meeting of the Advisory Committee. The Board will review and approve an annual budget of costs. No costs will be incurred that do not inure to the benefit of all participating entities. A.C.A. Section 12-10-323 sets forth the authorized expenditures for all 911 revenues. Any capital expenditures for the Center must be approved by four of the members of the 911 Governing Board before said purchase is authorized.
6. The Parties further agree to share in the total actual cost of operating the 911 emergency and dispatch services at a pro-rated amount equal to the percentage of the population within their prospective territories, as determined by the most recent census data. Said actual costs will be verified by a quarterly accounting provided to all Parties.

At the end of each quarter, any shortage shall be paid by all Parties on the pro-rated basis and shall be paid within thirty (30) days of receiving the audit showing the shortage. Should a quarterly audit show the center has more revenue than expenses, said revenue shall be held to the end of the year and dispersed to the Parties according to the pro-rated percentage of their population, less any deficient payments of any of the Parties. All revenues generated from A.C.A. Section 12-10-318 through 12-10-321 shall be used for the expenses in this agreement but not subject to the refunding to the Parties.

7. All monies owed shall be paid to the City of Jonesboro no later than sixty (60) days from the audit reflecting the shortage. In the event that any Party shows a deficiency at the end of the calendar year, said deficiency will be reviewed by the Governing Board and said Party may be subject to removal from the Center services or legal action to collect payment.

8. Craighead County will continue to own and maintain the County fire equipment and paging system. The Center shall not be responsible for maintaining or upgrading said equipment.

9. E911 mapping and addressing shall be the responsibility of each Party to this agreement. Each Party shall make sure their jurisdiction is current in all mapping and addressing with the Center.

10. The Center will only be responsible for maintaining the equipment within its control. Each Party shall be responsible for keeping all mobile and hand-held radios and field equipment in their jurisdiction in working order.

11. Upon dissolution of the Center, all Parties shall be entitled to the appraised value of any equipment, software, or assets purchased after the effective date of this agreement with the joint monies of the Parties. Said monies shall be pro-rated based upon population from the most recent census data, and shall be paid to the Parties less any deficient payments by said Parties. The Craighead County Judge and the Mayor of Jonesboro shall agree on the fair market value of those purchases. Should an agreement not be reached, they shall select an independent appraiser and be bound by his/her determination of the fair market value of those purchases. Should any individual Party desire to terminate their participation in the Center prior to the dissolution as a whole, said Party forfeits their interest in any equipment purchased by the Center.

12. The initial term of this agreement shall be from January 1, 2020 to December 31, 2022. This agreement shall automatically renew for successive one year periods after December 31, 2022. In the event any Party desires to terminate their participation in this agreement, they must provide at least one year's advance notice. Said notice of termination shall be by resolution passed by the governing body of the Party, and delivered to the Mayor of the City of Jonesboro on behalf of the City of Jonesboro and the County Judge on behalf of Craighead County. Any Party that terminates their participation in this agreement will not be provided the services of the Center.

13. Should litigation be required to enforce or interpret any portion of this contract the laws of the State of Arkansas shall govern the terms and any said dispute shall be litigated in Craighead County, Arkansas

14. Should any clause, paragraph, terms, or provision of this contract be determined to be invalid by a court of appropriate jurisdiction, such clause, provision, term or paragraph shall be deemed severable and shall not affect the validity of the remaining terms, provisions, clauses or paragraphs. The agreement entered on August 17, 1999 shall be superseded by this agreement.

15. Each Party represents to the others 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 and that each represents that their respective legal counsel has fully reviewed this agreement in connection with A.C.A. Section 14-14-910.

**City of Bay:**

\_\_\_\_\_  
Mayor Darrell Kirby

**City of Brookland:**

\_\_\_\_\_  
Mayor Kenneth Jones

**City of Egypt:**

\_\_\_\_\_  
Mayor Jerry Cook

**City of Monette:**

\_\_\_\_\_  
Mayor Bob Blankenship

**City of Caraway:**

\_\_\_\_\_  
Mayor Bo James

**Craighead County Judge:**

\_\_\_\_\_  
Marvin Day

**City of Bono:**

\_\_\_\_\_  
Mayor Danny Shaw

**City of Cash:**

\_\_\_\_\_  
Mayor Michael Cureton

**City of Lake City:**

\_\_\_\_\_  
Mayor Jon Milligan

**City of Black Oak:**

\_\_\_\_\_  
Mayor Eddie Dunigan

**City of Jonesboro:**

\_\_\_\_\_  
Mayor Harold Perrin

Attested by:

\_\_\_\_\_  
Donna Jackson