

Cabot City Council - Work Session Meeting

Veterans' Event Center – Council Chambers

May 4, 2020 @ 6:30 p.m.

CALL TO ORDER

MUNICIPAL SERVICES COMMITTEE – CHAIRMAN, ED LONG

1. Animal Services Code Amendment (Chickens)
2. Public Works Community Input

BUDGET & PERSONNEL COMMITTEE – CHAIRMAN, DOUG WARNER

1. Budget & Personnel Community Input

POLICE & FIRE COMMITTEE – CHAIRMAN, DAMON BIVINS

1. MEMS/Cabot Interlocal Agreement
2. Police & Fire Community Input

COMMUNITY DEVELOPMENT COMMITTEE – CHAIRMAN, KEVIN DAVIS

1. Community Development Input

MILITARY AFFAIRS COMMITTEE – CHAIRMAN, RON WAYMACK

1. Military Affairs Input

GENERAL COMMUNITY INPUT

ADJOURNMENT

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Municipal Services

Sec. 4-27. - General penalties. (Change to add sec 4-172)

Any person who fails to abide by article I, V, VI or VIII of this chapter or sections 4-23, 4-24, 4-61 through 4-72 or 4-103 through 4-113, 4-172 shall be deemed guilty of a misdemeanor and upon conviction shall be fined the following:

- (1) *First offense.* Any sum not less than \$100.00 minimum and a maximum of \$1,000.00.
- (2) *Second offense.* Any sum not less than \$250.00 minimum and a maximum of \$1,000.00.
- (3) *Third offense.* Mandated judge appearance and a fine of not less than \$500.00.

Sec. 4-26. - Fee structure. (Changing current fee to \$10 from \$20 to allow to Public Works to charge their \$10 permit fee for auxiliary buildings and keep citizen out of pocket at)

- (i) Fowl permit fee. A fowl permit shall be \$10.00 per year and shall be paid on or before July 1 of each year.

Sec. 4-1. - Definitions. (ADD TO THIS SECTION)

Chicken Tractor means a lightweight movable enclosure in which chickens can scratch the ground for food.

REPLACE SEC. 4-172.- Keeping of Fowl

Permit to keep fowl; investigation; fee

- a. It shall be unlawful for any person to own guineas, ducks, geese or other fowl in a residential district (as defined in City of Cabot, Arkansas Zoning Code). This section does not include fowl that are of a migratory species, wild by nature, or allowed through permit within this ordinance.
- b. It shall be unlawful for any person to keep chickens within the city without a permit from the Cabot Animal Services.
- c. The Director of Community Services and his authorized agents shall make an investigation to determine whether or not the person seeking a permit under this section has met all of the requirements of this section and all other health and sanitary ordinances of the city.
- d. Upon approval of the application for a permit under this section by the Animal Services Department, such approval shall be presented to the Community Services Director who shall issue the permit. The cost of the permit shall be \$10 per year and shall be paid on or before July 1st of each year.
- e. Permits will be issued for a maximum of 6 adult chickens consisting of only females and 6 chicks of various genders.
- f. It shall be unlawful for any person to own, keep, or harbor Roosters within the corporate city limits.

Pens, Enclosures, and sanitary requirements for Chickens;

- a. Where the keeping or maintaining of fowl is permitted under this article, it shall be unlawful to keep fowl in any enclosure in the front yard of a residence within the city. For the purpose of this section of this ordinance the front yard is described as any area forward of the front corners of the primary residential dwelling.
- b. Where the keeping or maintaining of fowl is permitted under this article, it shall be unlawful to maintain stationary coops, pens or enclosures where chickens are kept in an unsanitary manner or in such a condition that odors from such premises or enclosures are a nuisance to surrounding properties. Places so maintained are hereby declared to be unsanitary nuisances.
- c. Where the keeping or maintaining of fowl is permitted under this article, it shall be unlawful to maintain chicken tractors stationary more than 48 hours or as to where chickens are kept in an unsanitary manner or in such a condition that odors from such premises or enclosures are a nuisance to surrounding properties. Places so maintained are hereby declared to be unsanitary nuisances.
- d. Any person who has been authorized pursuant to this article to keep or maintain chickens shall clean the pens, coops or other enclosures where such fowl are kept each 24 hours, shall spray and disinfect such areas each third day, and shall remove and destroy all refuse, droppings, feathers or other matter cleaned from such pens, coops or enclosures. All droppings from such fowl shall not be left above ground upon any premises in the city for longer than 48 hours. Any person occupying, owning or having control of the premises where fowls are permitted to be kept shall collect and remove and carry away all such droppings and refuse each 48 hours.
- e. Each pen, coop or enclosure shall provide no less than 3 cubic feet of area per chicken.
- f. Each pen, coop or enclosure will be subject to all city zoning and building codes.

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Police & Fire

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**METROPOLITAN EMERGENCY MEDICAL SERVICES
EXTENSION OF INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF LITTLE ROCK AND CABOT**

This Agreement is made and entered into as of the ____ day of _____ 2020, by and between the cities of Little Rock, Arkansas (“Little Rock”) and Cabot, Arkansas (“Cabot”), cities of the first class.

WITNESSETH:

WHEREAS, Little Rock and Cabot entered into an interlocal agreement on or about June 20, 2005 for the purposes of enabling the Little Rock Ambulance Authority, d/b/a Metropolitan Emergency Medical Services, to provide emergency and non-emergency ambulance service to Cabot;

WHEREAS, the aforesaid interlocal agreement was extended in three (3) year intervals on or about the following dates: January 2, 2008; July 18, 2011; July 25, 2014; and July 19, 2017;

WHEREAS, the existing three (3) year extension of the interlocal agreement between the two cities for all ambulance services expires on or about July 18, 2020; and

WHEREAS, the governing bodies of Little Rock and Cabot have agreed to a three (3) year extension of the agreement from July 19, 2020 to July 18, 2023; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of Little Rock and Cabot and on the terms and conditions set out herein, it is agreed as follows:

1. **TERM**. The term of this Agreement shall extend from July 19, 2020 for a period of three (3) years, through July 19, 2023, subject to the continuing right of Little Rock and Cabot to modify, renew or extend the term by mutual agreement. Either party may terminate the agreement by giving ninety (90) days written notice.

2. **EXCLUSIVE FRANCHISE.** The City of Cabot has authorized by resolution a three (3) year extension of MEMS' exclusive franchise to provide all ambulance service to the citizens of Cabot.

3. **ORIGINAL INTERLOCAL AGREEMENT ADOPTED AND INCORPORATED BY REFERENCE TO GOVERN THE EXTENSION.**

The original interlocal agreement, dated July 18, 2005, is adopted and incorporated by reference herein as Exhibit A, sets forth the additional terms governing this agreement with the following modification.

The original interlocal agreement read as follows:

8. **FIRST RESPONDER PROGRAM.** The Cabot Fire Department will first respond to all Code 1 and Code 2 emergencies. Should MEMS become aware of an emergency situation that did not come through Cabot 911 communications system, MEMS will advise Cabot 911 Communications.

The amended provision shall read:

8. **FIRST RESPONDER PROGRAM.** The Cabot Fire Department will first respond to all Code 1 calls and to certain Code 2 calls as mutually agreed upon by MEMS and the Cabot Fire Department. Should MEMS become aware of an emergency situation that did not come through Cabot 911 communications stem, MEMS will advise Cabot 911 Communications.

Executed this ____ day of _____, 2020.

ATTEST:

CITY OF LITTLE ROCK, ARKANSAS

Susan Langley, City Clerk

By: _____
Frank Scott, Jr., Mayor

ATTEST:

CITY OF CABOT, ARKANSAS

Tammy Yocom, City Clerk

By: _____
Ken Kincade, Mayor

This Agreement acknowledged this
____ day of _____, 2020.

**LITTLE ROCK AMBULANCE
AUTHORITY**

By: _____
Jennifer Pierce, Chair

DOC# 200509343

METROPOLITAN EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF LITTLE ROCK, ARKANSAS** ("Little Rock") and the **CITY OF CABOT, ARKANSAS** ("Cabot"), cities of the first class.

FILED

JUL 18 2005

WHEREAS, in 1984 Little Rock established the Little Rock Ambulance Authority (the "Authority") pursuant to Little Rock City Ordinances Nos. 14,511 and 14,574, and granted the Authority an exclusive franchise to establish and operate an emergency life support ambulance system within the City of Little Rock; and

CHARLIE DANIELS
SECRETARY OF STATE

BY

WHEREAS, the Authority has established the Metropolitan Emergency Medical Services System ("MEMS") to provide emergency and non emergency ambulance service to the City of Little Rock; and

05 JUL 12 04 2:39
PAT O'BRIEN
CLERK
CIRCUIT COURT
CLERK

FILED

WHEREAS, Cabot has determined that it wishes to make available to the residents of Cabot on a long term basis the benefits and privileges provided to the residents of Little Rock by MEMS; and

WHEREAS, Little Rock has agreed that it is in the best interests of Little Rock and the Authority to contract with Cabot to extend the operation of MEMS under an exclusive franchise arrangement to the residents of Cabot; and

WHEREAS, Little Rock and Cabot are each authorized pursuant to Ark. Code Ann. § 25-20-102 *et seq.* to enter into Interlocal Cooperation Agreements; and

WHEREAS, the Board of Directors of Little Rock and the City Council of Cabot by ordinance or resolution have authorized the mayors of Little Rock and Cabot to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of Little Rock and Cabot and on the terms and conditions set out herein, it is agreed as follows:

- 1. TERM.** The term of this Agreement shall extend from the date signed by the parties, for a period of three (3) years, subject to the continuing right of Little Rock and Cabot to modify, renew or extend the term by mutual agreement. At the end of the three (3) year period, if the interlocal agreement has not been formally extended by the respective governing bodies, the interlocal agreement shall extend on a

month-to-month basis until an appropriate agreement is executed or another provider is selected, whichever occurs first. Either party may terminate this agreement by giving ninety (90) days written notice to the other. The Authority shall have no right of assignment of the franchise upon termination.

2. **JOINT COMMISSION BOARD.** The Mayor of Cabot shall appoint one (1) person as a representative of the City of Cabot to serve with members from Little Rock, North Little Rock, Pulaski County, Maumelle, Lonoke, Sheridan, Grant County on the existing Joint Emergency Medical Services Commission, (the "JEMSC).

3. **POWERS OF THE COMMISSION.** The Commission shall be authorized to oversee the operations of MEMS to ensure that, service is provided to Cabot in accordance with the terms of this Agreement, and Little Rock City Ordinance Nos. 14, 511; 14,574; 17,255; and amendments thereto, and Cabot City Code Ordinance No. 26 of 2005, and amendments thereto. The Authority shall have the authority to execute such contracts and agreements as are necessary to implement the terms of this Agreement. Neither the Commission nor the Authority is authorized to commit or expend funds of Little Rock or Cabot without first obtaining the approval of the respective City Board of Directors or City Council. The Commission, which is composed of members from all jurisdictions in MEMS franchise area, shall coordinate operations with MEMS' entire franchise area but shall have no fiscal authority or responsibility.

4. **EXCLUSIVE FRANCHISE.** Cabot shall grant by ordinance to the Authority an exclusive franchise to provide all emergency and non-emergency ambulance service to the citizens of Cabot within the city limits of Cabot, as now existing or as modified during the term of this Agreement. The guidelines and requirements for such ambulance service to be provided by the Authority to Cabot shall be the same as outlined in Little Rock City Ordinance Nos. 14,511; 14,574; and 17,255; and Cabot City Ordinance No. 26 of 2005, and such further amendments or changes to those Ordinances and Codes as may be made by Little Rock and Cabot during the term of this Agreement, subject only to the restrictions as provided in this Agreement. Cabot agrees to permit LRAA counsel to defend a breach of its franchise when notified of franchise violations by the LRAA or the City of Little Rock, or both. Notice shall be sent to:

Kenneth R. Williams
Cabot City Attorney
City of Cabot
P.O. Box 1113
Cabot AR 72023

5. **NONDISCRIMINATION.** Little Rock agrees that so long as Cabot is in compliance with the provisions of this Agreement, Little Rock shall not make changes to Little Rock City Ordinances No. 14,511; 14,574; and 17,255; or other changes with regard to the operations of the Authority, which would cause the benefits and privileges provided by MEMS to the citizens of Cabot to be less than the benefits and privileges provided by MEMS to the citizens of Little Rock.

6. **PURPOSE.** The purpose of this Agreement is to provide for the citizens of Cabot a licensed paramedic ambulance service system that can provide each ambulance patient in the City of Cabot with the best possible chance of survival without disability or preventable complication.

7. **OPERATIONS IN CABOT.** The Authority shall provide service to the citizens of Cabot as outlined in Little Rock City Ordinance Nos. 14,511; 14,574; and 17,255; as amended and Cabot City Ordinance No. 26 of 2005, as amended except as subsequently provided:

(a) From the effective date of this Agreement the Authority shall provide an eight minute (8:59) response time to at least ninety percent (90%) of all Code 1 – life threatening emergencies and a twelve minute (12:59) response time to at least ninety percent (90%) of all Code 2 – non-life threatening emergencies. The Code level shall be determined by MEMS Dispatch based upon standard protocols. The Authority shall submit to Cabot monthly response time reports to reflect that it is in compliance with this requirement.

(b) The Authority and Cabot shall cooperate to provide sufficient personnel, equipment and resource management expertise to meet these response time standards and to determine the appropriate stationing of such personnel and equipment in the city limits of Cabot. Cabot 911 dispatch shall route ambulance requests to MEMS via a one-button transfer.

(c) All other provisions of Little Rock, Ark. Rev. Code. 14,511 and 17,255, as may be amended, concerning standards of production and performance shall be implemented by the Authority in Cabot.

8. **FIRST RESPONDER PROGRAM.** The Cabot Fire Department will first respond to all Code 1 and Code 2 emergencies. Should MEMS become aware of an emergency situation that did not come through Cabot 911 communications system, MEMS will advise Cabot 911 Communications.

9. **MEDICAL CONTROL.** Cabot agrees that the Arkansas Emergency Physicians Foundation ("AEPF"), a private, non-profit corporation which provides medical control for the Authority, will continue to provide medical control for operations of the Authority within the city limits of Cabot. The AEPF has extended its membership to include (two) (2) physicians from Cabot and Cabot shall continue to provide such support to AEPF as is necessary to enable AEPF to perform its duties under this Agreement.

10. **RATES.** The Authority shall charge for its services within the city limits of Cabot the same rates as are charged for comparable services within the city limits of Little Rock, to include subsequent rate changes. Current rates for services shall be as follows until modified by the Authority:

Paramedic Base Rate	\$ 455.00
Plus cost of supplies used, if any.	
Non-Emergency Transport Rate	\$ 375.00
Plus cost of supplies used, if any	
Mileage Charge	\$ 8.50 per mile
Response without treatment or transport	\$ 80.00 uninsured
	\$ 70.00 with insurance
Membership Annual Rate	\$ 60.00 with supplemental insurance

11. **SUBSCRIPTION MEMBERSHIPS.** The Authority shall make available to all of the citizens of Cabot its MEMS Alert subscription membership on the same terms and conditions as are made available to the residents of Little Rock. Specifically, the Authority, with the approval of Little Rock, will institute during the

upcoming MEMS Alert enrollment period a system of annual membership and such annual membership shall be made available to the citizens of both Little Rock and Cabot. Membership fees for the MEMS Alert programs as set forth below for the membership periods indicated with all fees subject to change in following years:

Individual \$ 50.00

Family \$ 60.00

12. **LIMITED RIGHT TO PURCHASE EQUIPMENT.** In the event that Little Rock or Cabot elects not to renew this Agreement at the end of the initial term, or any subsequent renewal term thereafter, Little Rock and the Authority hereby grant to Cabot a right of first refusal to purchase the ambulance and onboard equipment stationed within the city limits of Cabot for cash equal to the highest amount offered for such equipment by an unrelated third party purchaser. Little Rock and the Authority reserve the right to retain such equipment and not offer it for sale.

13. **SEVERABILITY.** The provisions of this Agreement are declared to be severable. If any provision hereof shall be held to be invalid or to be inapplicable to any person or circumstance, such holding shall not affect the validity or applicability of the remainder hereof.

14. **APPROVALS.** This Agreement shall not be effective until such time as it has received all approvals as required by Ark. Code Ann. § 25-20-105.

15. **OVERSIGHT AND REPORTING.** MEMS will provide to the cities of Little Rock and Cabot an annual report in March or April of each year. Such report will contain data on compliance time and runs mode, as well as a balance sheet showing MEMS financial information. MEMS will, at the request of the cities, appear before the respective governing bodies to discuss the reports and answer questions.

EXECUTED this 20th day of June, 2005.

CITY OF LITTLE ROCK, ARKANSAS

By: Jon Bailey
Mayor

ATTEST:

Nancy Howard
City Clerk



CITY OF CABOT, ARKANSAS

By: Tim P. [Signature]
Mayor

ATTEST:

Maura Veeder
City Clerk

This Agreement is acknowledged the 20 day of Dec, 2005.

By: [Signature]
Chair, Little Rock Ambulance Authority

CERTIFICATE OF RECORD
DOC# 200509343
07/14/2005 03:25:51 PM
Filed & Recorded in Official Records of
LOWRE COUNTY
DERORAH OGLESKY CIRCUIT CLERK
Fees \$23.00
BY J. Wise D.C.