



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, May 10, 2022

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

[MIN-22:036](#) Minutes for the Finance Committee meeting on April 26, 2022

Attachments: [Minutes](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-22:080](#) CONTRACT WITH RITTER COMMUNICATIONS TO INSTALL FIBER CONNECTIVITY AT THE SHOOTING RANGE

Sponsors: Information Systems and Parks & Recreation

Attachments: [Quote City of Jonesboro Shooting Range 3702 Moore Rd Dedicated Fiber Inter](#)

[RES-22:079](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION FY22 LOW-NO EMISSIONS GRANT

Sponsors: Grants and JETS

[RES-22:081](#) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO AMEND THE SALARY AND ADMINISTRATION PLAN AND AMEND THE 2022 BUDGET

Sponsors: Police Department and Engineering

Attachments: [Non Uniform Job Titles by Grade 2022.05](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-22:036

Agenda Date:

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Status: To Be Introduced

In Control: Finance & Administration Council Committee

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Minutes for the Finance Committee meeting on April 26, 2022



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, April 26, 2022

4:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Present 7 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant; Joe Hafner and Brian Emison

3. Approval of minutes

[MIN-22:031](#)

MINUTES FOR THE FINANCE & ADMINISTRATION COUNCIL COMMITTEE ON APRIL 12, 2022

Attachments: [Finance Minutes 04122022](#)

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

Aye: 6 - Charles Coleman; Ann Williams; John Street; David McClain; LJ Bryant and Brian Emison

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-22:074](#)

RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY22 TRANSPORTATION ALTERNATIVES PROGRAM FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION.

Sponsors: Grants, Parks & Recreation and Finance

Councilmember L.J. Bryant said, "Brian could you just speak to the length of that?" Brian Richardson, Chief Administrative Officer, approached the podium, "This is actually part of the One Jonesboro Master Connectivity Plan and it's proposed to be a solid surface trail that would basically run from here to Joe Mack Campbell Park. The current proposed route goes along the side of the railroad tracks for the most part but we are reviewing that. As you can see, we have started some work downtown with some of the sidewalks and pedestrian infrastructure, this will be kind of an extension to that. It's a component of the Raise Grant that we applied for as well. Just for this

section downtown from the ASU link, we are wrapping up the last of the easements there. There is one that we are still working on a little bit, but we're hoping that goes to construction this calendar year." Councilmember Dr. Charles Coleman said, "Is part of that going to be bicycle trail?" Brian Richardson said, "Yes, this would be a solid surface, shared, multipurpose type trail." Councilmember Dr. Charles Coleman said, "That's part of what has already been approved from before, correct?" Brian Richardson said, "The concept of this has been approved by this council numerous times over the past three to four years. It seems we have been stuck in the same revolving, seeking funding. Our Grants Department has done an amazing job of putting the leg work to try and help relieve the taxpayer burden on this. I want to thank them as well and the council for their support of this alternative transportation agendas." Councilmember Dr. Charles Coleman said, "Yeah, I appreciate that. I think we are doing a great job trying to keep us where we belong and moving where we need to go in Jonesboro. Thank you."

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

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

[RES-22:075](#)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO AMEND THE SALARY AND ADMINISTRATION PLAN FOR UNIFORMED EMPLOYEES AND AMEND THE 2022 BUDGET

Sponsors: Mayor's Office, Fire Department, Police Department and Finance

Attachments: [Uniform Job Titles by Grade 2022.05](#)
[U1-U6 Step Plan](#)

Chairman Joe Hafner said, "Before we make a motion, April on section 1 it says indicted, will you change that so it's indicated please?"

Chairman Joe Hafner said, "Before we open up to the committee to ask questions or make comments I thought it may be prudent to allow the Mayor and any of his staff to talk about what the process is here today. I know there has been a lot of work spent on this." Mayor Harold Copenhaver said, "Thank you Mr. Chair. This is a very important time for our community and I must say with is administration, ever since we took forward in 2021, we've listened to all the concerns of not only the public but our employees as well. I would like to say, first of all, thank you to Steve Purtee, our Chief Financial Officer, and Chief Miller, Chief Elliot and the assistant Chief's Waterworth and Hamrick, for their help in review of this process as we bring the recommendation forward to council. With their corporation and input we can make this successful. We've had many meetings over the past eight months, but we shared priorities on what we can do for our salary engagement and salary concerns to have the interest and to see additional funding of capabilities for the city to provide, so we don't have the turn over situations and we're investing in our uniformed employees. We came forward with a recommendation and an agreement at the table for proposed rate, beginning salary at \$42,000.00 which effects 105 officers, that's a combination of our police force, which I believe is 71 officers and 34 firefighters. This has been a priority of this administration, and if you don't mind I'm going to read a few things here because I don't want to leave anything out, it's very important. This is a public safety and a quality of place improvement that is both in a physical, responsible way. This proposed \$850,000.00 annual estimate will put our starting salaries on par or above with other first class cities around the state. We strive to recruit and maintain the

highest quality of personnel, but we can't do that without competitive salaries. Improving public safety, though, has a lot of moving parts and we've been tackling them for the last 16 months. Public safety is investing in pedestrian infrastructure, which we're doing with council support. It's about calming speed in our neighborhoods, which we've focused on. It's about technology to help solve and prevent crime, which we're doing. It's faster response times, which we are achieving with the new common system that we have purchased. It's about investing in our E911 center, which we just completed the first phase of. It's about putting more officers on the streets in peak times, which we have done. These improvements represent a parcel list of more than \$4,000,000.00 in additional spending that we have invested toward my plan of keeping Jonesboro the safe city that we all love, and this will help us to in the future. Today's agenda represents a key component, investing in our fire and police salaries. This increase will provide our Chief's the tools they'll need to hire the best personnel and to fully staff critical positions. Addressing our U1 uniformed personnel is long overdue, and the patience of our officers and firefighters show their commitment to their mission. In addition to these increases the U1 uniformed personnel will have a pay raise for the first time since 2016, and all uniformed personnel received a 2% cost of living adjustment with this proposed salary today which will add an additional 1% to the overall for them in the past year. What this means is when we are including our step raises by the end of 2022 most uniformed employees will make 5% more than they did last year. I'm very proud of that and I want to thank the council in their support to make this happen. As with all city investments and salary concerns, myself and our staff will continue to research where improvements will need to be made because keeping a good employee should always be our priority."

Fire Department, Chief Kevin Miller approached the podium, "This, hopefully, is going to be an excellent tool that we are going to be able to use for recruitment. Make us more competitive, we're trying to bring in more people for the future. That has been a problem that we've been seeing for the last couple of years. Our numbers have steadily been declining over the last few years. I know we may not be unique to a lot of areas, a lot of people are having problems getting employees but we have seen a drastic drop, so hopefully that is going to help improve that situation. I know the police department has it worse than we do with their turnover rate." Police Department, Chief Rick Elliot approached the podium, "First, I would like to commend the mayor and staff for getting this together. It's almost to the point that it's a crisis that needed to be addressed, because we are suffering on recruiting and retention. By this act, it takes us from way down on the list for starting salaries to the top five in the state for Class A cities. Only to be out done by a couple other cities, one being Little Rock, but the ones ahead of us are only 200 to 400 dollars. We're in a very competitive market with this going forward. The good news is, just this weekend alone, this talk has gone around and I was approached by two certified officers from other agencies inquiring. I think some of our shortages and concerns may be addressed in the near future with certified applicants coming onboard. We're excited to see that. This is a good start to eliminating this problem. There are a couple other things that need to be addressed but this is the most important aspect. It's like the mayor said, the average numbers were 40-41 and we don't want to be average. Jonesboro is above average in everything we do and it's time we make this step also."

Chairman Joe Hafner said, "You kind of touched on this, this is an ongoing process, correct? This isn't the final phase of the review and in the resolution it says we continue to experience difficulty in both hiring and retention of personnel, so today's action helps with the hiring part and I know we mentioned the 2% COLA they got earlier in the year and the additional 1% they will be getting, but will there be additional work done as far as the more experienced for the retention part of this?" Mayor Copenhagen

said, "As you can see, and council has full information ahead of you on what the current pay structure is with the step, I think that went all the way to 22 years of service, we have got to continue to look at that, but I think the main objective here was this effected 105 of the employees that were under the \$42,000.00 level and we have brought them up. As you can see, the proposed increases is for the U1 and those are individuals as well that both Chief Miller and Chief Elliot wanted to address initially and that's what we're doing. We are doing it by a step by step, this is the first step and so we are going to continue conversations. I am very pleased to say, you as council, after our last budget everybody was looking at a basically 4% of the year, this is an additional 1% to that for U2 up to U6 classifications. There is an increase for all sergeants and above as well. Most of these are patrol officers and out in the streets many of which have decided to stay there many of years so we need to reward them as well. So yes, this is step one of an ongoing process." Councilmember Dr. Charles Coleman said, "I know we are doing something presently but we need to continue to look at this on a yearly basis or maybe sometimes six months, because we all know that everything is going up and I think within the next five years things are going to get really outrageous." Chairman Joe Hafner said, "I know an additional question I have been asked, when you look at this on an annual basis it's roughly \$750,000.00-\$800,000.00, I think our sales tax continues to be strong. We may have additional fine income from the court system. I feel confident, the way our revenues are, that we can sustain for the long term. I mentioned earlier today, we have invested a lot in public safety, whether it be technology, infrastructure, or what but we have to also invest in our people." Mayor Copenhaver said, "This investment is about \$833,000.00 and as Steve can contest and can speak more to the numbers, last year we did have a surplus of additional funding that we can also use. We are looking at it in a way of how can we continue these salaries. We felt comfortable with this recommendation and both departments were comfortable that they could be competitive and maintain. We invest a lot in an officer and when we lose an officer in the first five years that is money lost that this community has invested in those officers, so it's important that we maintain those. The great thing is we have a step program in place and many communities do not have that." Chairman Joe Hafner said, "We are also very aware that's it's important to retain experience. You can't replace that, if someone of five years leaves that bad then if you have 10-15 years people leaving that hurts a lot too. You've done a lot in your year and a half in office and we just got to keep pushing it forward." Councilmember David McClain said, "Are we also looking at bringing back incentive pay for education or additional training?" Mayor Copenhaver said, "Those are in the conversations. We are looking as of budget at the end of last year, we had several departments that we wanted to bring back to council and those will be on the forefront of our next conversation. That will be Code Enforcement and then there were two other areas in some departments that we want to address. Yes, we will continue these conversations." Councilmember John Street said, "We do have some senior officers that it may not seem quite fair, but in studying this, you and Chief will look at all our rank structure through the departments and try and get us competitive across the state, so that we can not only recruit but we can retain. I've sat here for 20 years and watched a lot of officers come and go, and it cost us money every time one leaves. I hope that you can stay on top of that. I think it is valuable to the city and public safety. I want to thank you and the Chief's and Finance for what you have done, it has taken a long time to get to this point but I think it's fantastic and I'm extremely excited to be where we're at, and I hope we can continue to progress with this."

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

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment

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

Aye: 6 - Charles Coleman;Ann Williams;John Street;David McClain;LJ Bryant and Brian Emison



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-22:080

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

CONTRACT WITH RITTER COMMUNICATIONS TO INSTALL FIBER CONNECTIVITY AT THE SHOOTING RANGE

WHEREAS, the City of Jonesboro, Arkansas and Ritter Communications, Inc. currently have an agreement for metro and fiber internet services; and

WHEREAS, the network connections would increase the monthly service by \$774.94

WHEREAS, the Change Order is attached hereto.

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

1. The City of Jonesboro approves the Change Order with Ritter Communications, Inc. to provide fiber internet connectivity to the Shooting Range. That the Change Order is attached hereto and the terms are set out therein.
2. The Mayor, Harold Copenhaver and City Clerk April Leggett are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

Customer Quote



Customer Name: City of Jonesboro
 Service Address: Shooting Range - 3702 Moore Road
 Service City/State/Zip: Jonesboro AR 72401
 Billing Address: PO Box 1845
 Billing City/State/Zip: Jonesboro AR 72403

Term (months): 24
 Issue Date: 4/25/2022
 Expiration Date: 5/25/2022
 Contract Number: 024287
 Account Number: 00035309-5
 SPIN Number:

Business Contact: Jason Ratliff
 Phone: 870.680.2746 cell
 Email: jratliff@jonesboro.org
 Sales Representative: Scott Roberson

*Quotes are good for 30 days

Product	Quantity	Unit Price	Total Price	Cloud Solutions Install
Internet Services & Equipment				
Dedicated Internet Access 250Mb	1	\$750.00	\$750.00	
Static IP Addresses	5/29	\$14.95	\$14.95	
Wireless Router / Modem + Support	1	\$9.99	\$9.99	
Standard Voice Services and Features				
Cable Services and Equipment				
Cloud PBX Voice Services				
Managed Voice Phones				
Managed Voice Accessories				
Network Equipment				
Managed Voice User Packages				
Managed Voice Features				
Cloud Solutions				

I hereby authorize Ritter Communications to proceed with the services and equipment defined in this quote at the monthly rate defined as "Monthly Service Total" for the term specified above (in months) from the date of service activation. Recurring service charges associated with this quote are effective upon the installation date of these services. Any dispute for these service charges must be addressed through the process defined in the Terms and Conditions, within the Bill Disputes section. Additionally, I agree to pay in-full all charges defined as "Installation Fees" defined on this agreement as well as any taxes and regulatory fees charged in addition to quoted amounts contained herein. By authorizing this quote, you are agreeing to the Master Services Agreement and Terms and Conditions appended to this document. Services, Service Level Agreements, procedures and term will be further defined in the Master Services Agreement (MSA) or appended to any existing MSA. *Quote does not include local, state, federal taxes or 911 fees.

Monthly Service Total *	
\$774.94	
Est. Monthly Cable TV Fees and Taxes	
\$0.00	
One Time Charges	Directory Fees
\$0.00	\$0.00
One Time Charges Detail	
CPE Equipment Payment	
0	
Select Customer Payment Type	
\$0.00	
Managed Voice Training	
\$0.00	
Cloud Solutions Install	
\$0.00	
Cloud Solutions	
\$0.00	

Karl's Law: Karl's Law requires customers with multi-line telephone systems to (1) direct-dial 911 (versus dialing an access code for outside line) and (2) send automatic notifications via email and / or automated phone calls to a central contact designated by the customer below. By signing this document, the customer agrees and understands that the liability for non-compliance with the law resides with the party actively managing the system. Ritter Communications will ensure compliance with the law upon installation of new phone systems provided by Ritter, and any phone system upgrades or equipment purchased from Ritter, will be configured with Centralized Emergency Contacts designated by the customer to remain in compliance with the law. If a customer actively alters Emergency Contact Notifications in any system, Ritter will not be held liable for non-compliance with the law. If equipment, namely PBX's purchased, is installed, and managed by the customer, liability regarding compliance with the law resides fully with the customer. For more information, contact your Ritter Sales or Support Representative. For detailed information on the laws and regulations regarding Karl's Law, please visit <https://docs.fcc.gov/public/attachments/DOC-358435A1.pdf>.

Notes: To accept this proposal please sign and fax to 870.336.9443 or scan and email to scott.roberson@rittercommunications.com. Thank you! Scott R. (870.336.3443 office)

Updated 6-15-19

Ritter Communications

Customer

Signature: Scott Roberson

Signature:

Printed Name: Scott Roberson

Printed Name:

Position Title: Business Sales Representative

Position Title:

Date: 4/25/2022

Federal ID# or SSN:

71-6013749

Phone: 870-761-2168

Date:

Right by You

870.336.3434

Email: Scott.Roberson@rittercommunications.com

Master Services Agreement



Purpose:

This Master Services Agreement ("Agreement") is made effective as of the last date signed below and entered into by and between Ritter Communications ("Ritter" or "Company") and ("Customer")

Company shall provide the Products and Services with applicable tariffs, as specified in the Sales Quote, or any addenda under the terms of this Agreement. This Agreement consists of a Sales Quote (with signature), Additional Terms and Conditions (below), our Acceptable Use Policy, the applicable Product and Service Attachments, if any, and any addenda and all applicable tariffs.

1. SERVICE TERM COMMITMENT: Customer agrees to the Service Term Commitment as stated in the attached Sales Quote. The Service Term will begin upon the date of service activation upon which billing is applied for the service.

2. RATES: The Company's charges for the Products and Services are as specified in any applicable tariff and on Customer's Sales Quote (Rates). Because Customer agrees to a Service Term Commitment, throughout the Term of this Agreement, the Sales Quote may reflect and the Customer may receive a discounted rate based upon the length of such Service Term Commitment. Such discounts vary according to specific products and services and Service Term Commitments.

Applicable solely to Video Services, including Cable Television and NexTV, Company may change Services, Equipment, and tariffs, including deleting Services, with or without notice. Customer acknowledges that the content, programs, or formats of Video Services may be discontinued, modified, or changed by the owners of the services at any time without prior notice. If the Customer is listed as a Multiple Dwelling Units (MDU) in the attached Sales Quote, pricing changes to existing Services, Equipment and tariffs on existing units shall begin upon the end of the initial Service Term Commitment. Any new units or upgrades shall be either addressed in the quote or, if not, shall be subject to Paragraph 3 or a new service request as the case may be.

Customer agrees to pay any and all applicable federal, state, and local taxes (however designated) levied upon Company and our affiliates in connection with the sale, installation, use, or provision of the Services, Products and customer premises equipment ("CPE") including amounts that Company or its affiliates are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, number portability fees, etc.

If Customer is tax-exempt under federal or state law, it may submit to Company a valid tax-exempt certificate, and Company will not assess the applicable tax to Customer. Customer agrees to notify Company if its tax-exempt status changes during the term of this Agreement.

3. UPGRADES: If Customer upgrades the Products or Services before the end of Term, no early termination penalty will be charged. Customer may be required to purchase the upgrade under a new Service Term Commitment.

4. RENEWAL: Following the initial Service Term Commitment, all agreed services will continue on a month-to-month basis unless services are otherwise cancelled by the Customer or the Agreement is renewed in writing. Any services continuing on a month-to-month basis may be subject to month-to-month rates dictated by Company and/or applicable tariffs.

5. PAYMENT: Unless otherwise provided in the attached Sales Quote, Customer will be billed monthly. The first bill will include all non-recurring charges, recurring charges for the first full month, any additional charges incurred as a result of any special requests from Customer (such as expedite charges) and the pro-rated amount for Products/Services provided during installation. Customer will be billed for all applicable taxes and fees. Customer will not be billed for taxes that are based on the Company's net income.

Customer agrees to pay all charges by the due date of the company's invoice to Customer. Payment made after the due date will be assessed late fees. Customer shall pay interest on payments made following the Due Date at the rate of one and a half percent or the maximum rate allowed by law, whichever rate is lower. If the Customer's check is returned by Customer's bank, or if Customer does not pay all undisputed amounts by the Due Date, the Company reserves the right to disconnect Services and refuse to continue to provide the Products and Services.

Company also reserves the right to bill Customer retroactively for any services not previously billed by the Company.

6. EARLY TERMINATION PENALTY: If Customer decides to terminate a Product or Service after the effective date and prior to the end of the Service Term Commitment, Customer will be subject to early termination charges equal to the number of months remaining in the Service Term Commitment multiplied by the Monthly Service Total including rented equipment and all non-recurring charges. This includes, but is not limited to, any instance where pre-service costs are incurred (e.g., planning, construction, installation or the like).

A particular Product or Service may be provisioned through a third-party. If that is the case, Customer will be charged and will pay all costs incurred by the Company from such third-party that are caused by Customer's early termination. Customer shall be obligated to pay all such charges within thirty days of Customer's notice of termination.

All termination requests must be submitted in writing to the Company at least 30 days prior to the requested termination date. Billing for Services will terminate 30 days from the receipt of the written termination request.

7. BILL DISPUTES: For other than Product or Service Outages, Customer will have up to ninety days (commencing five days after the date of the Company's bill) to initiate a dispute over charges or to receive credits, if applicable. The applicable Product Attachment will contain remedies for Product or Service Outages. To dispute a bill, Customer must send to the Company a written itemized description of the specific charges being disputed by Customer. The Company must receive this information prior to the date set above. Customer agrees to pay all charges by the Due Date not specifically itemized in such written notice of dispute. Credits for Service Outages will be based on the applicable tariff and the Product Attachment.

8. EQUIPMENT: Along with the Products, the Company may rent or sell to Customer standard Customer Premise Equipment ("Standard CPE"). Standard CPE will either be located at the Company's facility or at Customer's premises. Standard CPE only includes equipment manufactured by vendors with whom the Company has an established business relationship.

All CPE that Customer rents from us will be made available for Customer's use only for the Term of this Agreement ("Rented CPE"). Customer has no property rights in the Rented CPE. The Company reserves the right to replace any Rented CPE at the Company's expense and with minimal interruption to the Services.

Customer shall not alter, misuse, repair, or in any manner tamper with rented CPE or remove from the Equipment any markings or labels. Equipment cannot be removed from Customer premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of the Equipment. Company reserves its rights to charge up to \$500 per item of unreturned Equipment at the termination of your Service.

9. COMPANY EQUIPMENT: Company may, upon reasonable prior notice to Customer, enter upon Customer's premises upon reasonable request to remove any Company-owned or operated equipment. This provision shall apply after termination of this Agreement.

10. CUSTOMER RESPONSIBILITY: Customer agrees to independently assess Customer's need for the Products and Services. Customer agree to comply with the Company's Acceptable Use Policy ("AUP"), which may be viewed at <http://rittercommunications.com/terms-and-policies/>. The Company's AUP is dynamic and is modified from time-to-time without prior notice to Customer. At any time, Customer may also send

a written request for the most recent copy of the AUP. Violation of the Company's AUP by Customer or any of Customer's end users may result in immediate termination of the Agreement and/or discontinuation of Products or Services. This agreement of indemnification is in not a waiver of the tort immunity status of the City of Jonesboro.

11. LIMITATIONS: COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY PRODUCTS, EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF WAGES. THE SERVICE AND PRODUCTS ARE SUBJECT TO THE TERMS AND LIMITATIONS OF ANY APPLICABLE TARIFF. TO THE EXTENT COMPANY'S PRODUCT OR SERVICE IS NOT TARIFFED THEN THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED AND COMPANY DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED. NOTHING CONTAINED HEREIN IS MEANT TO LIMIT THE SCOPE OR REMEDIES UNDER AN APPLICABLE TARIFF FOR TARIFFED SERVICE.

12. ACCEPTANCE TESTING: ACCEPTANCE TESTING SHALL BE CONDUCTED IN ACCORDANCE WITH INDUSTRY STANDARDS OR A MUTUALLY AGREED UPON TESTING PLAN. IF CUSTOMER INDICATES NON-ACCEPTANCE OF ANY SERVICE, CUSTOMER WILL SO NOTIFY SUPPLIER IN WRITING NO LATER THAN TWO (2) BUSINESS DAYS AFTER THE firm order commitment ("FOC") DATE, AND SUCH NOTICE MUST SET FORTH THE SPECIFIC PROBLEM WITH THE SERVICE IN QUESTION AND PROVIDE AN INDUSTRY STANDARD AND COMMERCIALY REASONABLE DESCRIPTION OF THE REQUESTED IMPROVEMENT OR REMEDY. SUPPLIER WILL REVIEW CUSTOMER'S EXPLANATION OF NON-ACCEPTANCE AND WILL WORK WITH CUSTOMER TO CORRECT ANY DEFICIENCIES RELATED TO THE APPLICABLE SERVICE. UPON SUCCESSFUL COMPLETION OF ACCEPTANCE TESTING AND, IF APPLICABLE, NOTIFICATION OF ACCEPTANCE FROM CUSTOMER, SUPPLIER WILL TURN UP THE SERVICE IN ACCORDANCE WITH THE ORDER, THEREBY ESTABLISHING THE IN-SERVICE DATE. IN THE EVENT THAT CUSTOMER DOES NOT PROVIDE NOTICE OF NON-ACCEPTANCE WITHIN TWO (2) BUSINESS DAYS AFTER THE FOC DATE, THEN THE IN-SERVICE DATE SHALL BE THE FOC DATE.

13. ARBITRATION

(a) Purpose. If Customer has a Dispute (as defined below) with Company, the parties agree to endeavor first to settle the dispute by mediation with a mediator selected by the parties or, if the parties are unable to agree, by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that if mediation does not completely resolve the dispute, Customer or Company shall arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court, subject to subparagraph (j). Arbitration means Customer will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

(b) Definitions. The term "Dispute" means any dispute, claim, or controversy between Customer and Company regarding any aspect of the relationship with Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Company" means Company and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

(c) Initiation of Arbitration Proceeding/Selection of Arbitrator. The party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, <http://www.adr.org> under the Commercial Arbitration Rules of the American Arbitration Association "AAA".

(d) Arbitration Procedures. Because the Service(s) provided to Customer by Company concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. Applicable federal law or the law of the state where Customer receive the Service from Company may apply to and govern the substance of any Disputes. No state statutes pertaining to arbitration shall be applicable under this Arbitration Provision. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Customer's dispute with Company. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

1. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.

2. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

3. If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of 7 appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

(f) Restrictions:

1. CUSTOMER MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES) ABOUT WHICH CUSTOMER MUST CONTACT COMPANY WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT, OR CUSTOMER WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS OR OTHER PERSONS.

3. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(g) Location of Arbitration. The arbitration will take place at a location convenient to Customer in the area where Customer receive the service from us.

(h) Payment of Arbitration Fees and Costs. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

(i) Severability. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court. If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, Customer and Company have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

(j) Exclusions from Arbitration. Customer and Company agree that the following will not be subject to Arbitration: (1) any claim filed by customer or by company that is not aggregated with the claim of any other subscriber and whose amount in controversy is properly within the jurisdiction of a court that is limited to adjudicating small claims; (2) any dispute over the validity of any party's intellectual property rights; (3) any dispute related to or arising from allegations associated with unauthorized use or receipt of service; (4) any dispute that arises between company and any state or local regulatory authority or agency that is empowered by federal, state or local law to grant a franchise 47 U.S.C. § 522(9); and (5) any dispute that can only be brought before the local franchise authority under the terms of the franchise.

(k) Continuation. This Arbitration Provision shall survive the termination of Customer's Service(s) with Company for any reason.

14. MONITORING: Company has no obligation to monitor content; however, Customer agrees that Company has the right to monitor your use of the Services which may, as a matter of system operation, include content or portions of content, and to disclose any information as permitted or required by any law, regulation, or governmental request, or to protect us or our other customers. Generally, the information content is transitory.

ATTACHMENTS TO THE MASTER SERVICES AGREEMENT

SERVICE DESCRIPTIONS AND STATEMENTS OF WORK: Service Descriptions or Statements of Work for all applicable services will be added as Attachments to the Master Services agreement to detail the equipment, solution, and/or service being provided by Company to Customer.

SALES QUOTES: Sales Quote documents will be attached to the Master Services Agreement to detail pricing for each and every equipment, solution, and/or service provided by Company to the Customer.

SERVICE LEVEL AGREEMENTS: For applicable products and services, Company may provide detailed Service Level Agreements (SLA) to the Customer as Attachments to the Master Services Agreement at the time of contract execution.

ACCEPTABLE USE POLICY: All Internet related services provided by Company to Customer will be subject to all applicable terms set forth by the Company Acceptable Use Policy (AUP) available by request from Company, or by access at <http://rittercommunications.com/terms-and-policies>

ADDITIONAL ATTACHMENTS: Any additional Attachments to this Master Services Agreement will be subject to approval and execution by both Company and Customer and will be subject to all applicable Terms as set forth by this Agreement.

ADDITIONAL TERMS and CONDITIONS

1. BANDWIDTH: The Products and Services may be provided in conjunction with a third-party, or Customer communications may travel outside of the Company's network. The Company does not guarantee bandwidth or port speed for circuits and connections outside of the Company's network.

2. AUTHORITY: Customer represents and warrants that it is the owner of, or a tenant in, the premises where the Service is to be provided and has authority to enter into this Agreement and abide by its terms. Customer agrees to indemnify and hold Company harmless from any claims arising from a breach of the previous sentence.

3. SUBSCRIBER PRIVACY NOTICE: As a subscriber, Customer is entitled under Federal law to certain privacy notices, including a Customer Proprietary Network Information and Cable Privacy Notification (for Video services) privacy notices. Company includes its subscriber privacy notices in the package of information provided to Customer when Customer activates Service. If Customer desires additional copies of the privacy notice, please contact a customer service representative to have a notice sent to Customer.

4. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas conflict of law principles, and the parties agree that any appropriate state or district court serving Craighead County, Arkansas, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

5. TARIFF: Customer recognizes, understands and agrees that Tariffs on file with the Arkansas Public Service Commission or Tennessee Regulatory Authority, depending on the state in which services are provided, are applicable to various services and products provided herein.

6. "UP TO" INTERNET SPEEDS: Access speeds for internet packages deemed "up to" may vary and are not guaranteed. The speeds quoted are the maximum rates by which downstream Internet access data may be transferred between Company's facilities and the network interface device at Customer's premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer's modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Company's control. Actual internet speeds vary due to many factors including the capacity or performance of Customer's computers or modems and their configuration, Customer's wiring and any wireless configuration, Customer's destination and traffic on the Internet, Customer's internal network or other factors at the internet site with which Customer is communicating.

7. SECURITY: Customer is responsible for securing its network, CPE, modems, voice mail systems and other Customer equipment from unauthorized access and to assure that it is not used in any fraudulent, unauthorized or unlawful manner, whether by Customer's employees or third parties, including but not limited to accessing outbound services through the use of any voice mail system. Customer is responsible for establishing adequate passwords, securing passwords and changing passwords that allow access to its service, voicemail system and equipment, including changing passwords when necessary due to employees leaving the Customer. Customer is responsible for any and all costs and charges, including long distance and toll charges associated with such usage including any fraudulent, unauthorized or unlawful usage or failure to secure, including by adequate password protection, its network, voice mail system, CPE, modems or other Customer equipment.

8. COMPANY HOSTED CALL RECORDING SERVICES: The Parties acknowledge that Company may provide a hosted service to Customer whereby Customer will have the ability to record telephone calls between Customer or its representatives and third parties. The Parties further acknowledge that certain state and federal laws provide penalties in the event parties to a recorded telephone call have not consented to such recording. Customer, and not Company, will control how Customer's recording ability will be used. By executing this Agreement, Customer assumes all responsibility for ensuring that recorded calls with third parties comply with all federal laws and the laws in which Customer and third party are domiciled. Customer hereby consents to Company's recording of calls to the extent Company can be considered as the party recording telephone calls for purposes of any state or federal law. Paragraph 10, Claims Against Company applies to any failure to abide by the provisions concerning Call Recording.

9. VOICEMAIL-TO-TEXT TRANSCRIPTION SERVICES: Speech recordings may be collected and stored, solely for the purpose of testing and improving transcription technology and performance. Acceptance of these terms allows Ritter's solutions providers to use speech data to tune, enhance, and improve the speech recognition platform and other components of the Voicemail-to-text Transcription service. Neither Ritter nor the solutions providers will use speech data for any other purpose and will not transfer or provide access to speech data to any unauthorized third-parties.

10. Telephone Services

A. Limitations & Incompatibilities of Voice over IP (VoIP) Telephone Services

Incompatible Equipment and Services. Customer acknowledges and understands Service may not support or be compatible with:

- Non-recommended configurations including but not limited to MTAs, ATAs or ESGs not currently certified by Ritter Communications as compatible with Service
- Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems
- o NOTE: VoIP is an IP-based solution, and does not carry the signaling capability of traditional TDM-based services, therefore Ritter Communications cannot guarantee delivery and receipt of all fax messages, nor compatibility with certain fax protocols, as well as including but not limited to certain alarm/security systems, medical monitoring devices, or any other device/system typically used with traditional TDM-based voice services
- Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units

B. Limitations of Phone Service.

Power/Network Outages. Customer acknowledges and understands that the Service may not work if the necessary Equipment is unplugged or otherwise disconnected from necessary power sources. Customer further acknowledges and understands that the Service may not function in the event of power failure or if your internet connection is disrupted or not working properly. Should there be an interruption to the power supply to Customer premises, the Service may be powered by backup battery supply, but the inclusion of a battery backup does not ensure that the Service will work in all circumstances. In the event that there is a loss of power or other problem that disrupts Company network, Service will not be available until the network is restored. Cordless telephones powered by electricity will not function during a power outage, even if the Service is functioning properly.

CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT COMPANY DOES NOT GUARANTEE THAT E911 OR 911 DIALING WILL BE AVAILABLE IN THE EVENT OF A POWER FAILURE OR FAILURE OF THE NETWORK.

Enhanced 911 Service. Enhanced 911 ("E911"), or 911 service is a feature of the Service. Prior to initiation of Service, Customer must provide Company the valid street address where the Service will be utilized ("Registered Address"). IF CUSTOMER MOVES EQUIPMENT FROM THE REGISTERED ADDRESS, PHONE SERVICE MAY NOT FUNCTION PROPERLY AND E911/911 OPERATORS WILL NOT BE ABLE TO IDENTIFY THE CORRECT LOCATION OF A CALLER IN THE EVENT OF AN EMERGENCY.

Customer May Not "Opt-out" of E911 Service. Customer acknowledges that pursuant to federal law the provision of E911 or 911 service is provided as an express condition of Service by Company. As a result E911 or 911 service is not an optional feature and customer may not "opt-out," or decline to accept, E911 or 911 Service.

Kari's Law: Kari's Law requires customers with multi-line telephone systems to (1) direct-dial 911 (versus dialing an access code for outside line) and (2) send automatic notifications via email and / or automated

phone calls to a central contact designated by the customer below. By signing this document, the customer agrees and understands that the liability for non-compliance with the law resides with the party actively managing the system. Ritter Communications will ensure compliance with the law upon installation of new phone systems provided by Ritter, and any phone system upgrades, or equipment purchased from Ritter, will be configured with Centralized Emergency Contacts designated by the customer to remain in compliance with the law. If a customer actively alters Emergency Contact Notifications in any system, Ritter will not be held liable for non-compliance with the law. If equipment, namely PBX's purchased, is installed, and managed by the customer, liability regarding compliance with the law resides fully with the customer. For more information, contact your Ritter Sales or Support Representative. For detailed information on the laws and regulations regarding Kari's Law, please visit <https://docs.fcc.gov/public/attachments/DOC-358435A1.pdf>.

Resetting Equipment after a Power Failure. A power failure or disruption in Service may require Customer to reset or reconfigure equipment prior to utilizing the Service of E911 or 911 dialing. A power failure may also include a battery failure in Equipment.

Use of TDD or TTY Devices. Customer acknowledges that E911/911 service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired. Company does not guarantee or offer emergency services compatible with any TDD/TTY or other hearing impaired devices.

Security Systems and other Non-Voice Communications Equipment. Customer acknowledges that the Service may not be compatible with certain third party security, medical monitoring and other non-voice communications systems. It is the Customer's responsibility to test Customer's security, medical monitoring system or other non-voice communications system. Customer acknowledges that these systems may not function properly in the event of a power outage or disruption in network service.

C. Service Charges Related to Phone Service. In addition to monthly recurring charges, Customer agrees to pay Company for all usage-based charges including, but not limited to, collect calls, charges for calls to Alaska and Hawaii, international calls, directory assistance, and/or Company assisted calls. Customer is responsible for the payment of any applicable sales, use, gross receipts, excise, access or other local, state and federal taxes, fees or surcharges (however designated) based upon the provision of the Service, all of which will be separately designated on invoices. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. Customer also agrees to pay any applicable fees or payment obligations in connection with the Service that may be imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Service and any regulatory fees that Company invoices to help defray Company's contribution to municipal, state and federal government programs in which Company participates, including but not limited to, universal service, telecom relay services for the visually/hearing impaired, 911/E911 programs and associated infrastructure. The Company, in its sole discretion, has the right to determine what fees, taxes and surcharges are due by Customer and to collect and remit them to the governmental authority. The Company shall in no way be liable to Customer for the collection or remittance of any fees, taxes and surcharges.

Surcharges. A surcharge may be imposed on charges for Service originating from states which levy, or assert a claim of right to levy, a gross receipts tax on Company's operations in any such state, or a tax on interstate access charges incurred by Company for originating access to telephone exchanges in that state. This surcharge is based on state imposed receipts tax and other state taxes imposed directly or indirectly upon Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state.

Surcharges may also be imposed for international directory assistance, international mobile termination fees charged by foreign wireless telecommunication providers, operator assisted calls, and calls made to premium services such as chat lines. Any applicable surcharge will be shown as a separate line item on any monthly invoice.

Charges Caused by Third Parties. Customer is responsible in all respects (including payment obligations) for all use of the Service under your account, whether or not Customer actually authorized the use. Customer is responsible for ensuring that all use of the Service under your account fully complies with this Agreement.

Casual Calling Charges. Customer agrees to pay for any charges arising out of the use of any "casual calling" (e.g., 10-10-333) services provided by any third party.

Pay-Per-Call/900 Calls. It is Customer's sole responsibility to pay all charges or fees assessed by any pay-per-call service provider (if such service is available). Company does not assist such providers in billing or collecting for their services, and will not intervene on Customer's behalf in a billing dispute with pay-per-call providers.

Wiring. Customer agrees that the Company and its authorized agents may disconnect existing service to the local telephone company, and that the Company or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring in or on your premises in order to connect the premises to the Service.

D. Use of Phone Service. Customer will not use the Service for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Nor will Customer use any features, functions, or other inputs to the Service (including the features, functions and services of a third party) for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Company may terminate Customer Service without notice if it finds, in its sole judgment, that Customer use is unauthorized or fraudulent.

Interference/Hazardous Conditions. Company may shut down Customer's Service without prior notice if it finds, in its sole discretion, that use of the Service is causing interference to others or Customer has moved or tampered or allowed others to tamper with any Equipment. Company may also shut down your Service without prior notice if it finds, in its sole discretion, that hazardous conditions exist that would make your continued use of the Service unsafe.

a) Robocall Mitigation Policy/Program. You agree to comply with federal and state laws against originating unsolicited outbound calls (aka "robocalls") in your use of the Service. Ritter observes industry-best practices to verify the identity of customers and may collect information such as a subscriber's physical location, contact persons(s), and for commercial customers, the state or county of incorporation, federal tax ID and the nature of a customer's business. Ritter will not knowingly deliver services to known robocall originators and may shut down your Service without prior notice if Ritter finds, in Ritter's sole discretion, that you are engaging in the origination of robocalls for any purpose. Ritter will further cooperate with enforcement efforts of the Industry Traceback Group (ITG) and any other agencies designated by the Federal Communications Commission (FCC) to trace the origination of any actual or suspected robocall activity on our network.

E. Phone Numbers/Portability.

Switching to Company from Another Provider. If Customer is switching to Company's Service from another service provider, Customer may transfer existing phone number (if any) to the Service, provided that the following conditions apply:

- a) Customer requests the phone number transfer when the order is placed for the Service.
- b) Customer provides complete and accurate information, including address, existing phone number and name of the current service provider.
- c) Customer's current service provider releases existing phone numbers, without delay and without imposing non-industry-standard charges on Company.
- d) Transfer of Customer's existing phone numbers to the Service would not, in Company's sole discretion, violate applicable law or Company's processes and procedures.
- e) Customer acknowledges and agrees that if any Equipment is self-installed (where Company makes that option available) before the date that the number transfer becomes effective ("Port Effective Date"), Customer should keep current phone services until after the Port Effective Date, after which it will be able both to make and receive calls using the Service. Customer acknowledges and agrees that to avoid an interruption in telephone service, all necessary equipment must be installed on or before the Port Effective Date. The current telephone services for the number that will be transferred on the Port Effective Date. Company will provide Customer with an estimate of the Port Effective Date at the time of service ordering or via e-mail following your completion of the ordering process.
- f) In the event that Customer desires to cancel or reschedule the date that Service is desired ("Customer Requested Due Date"), Customer must notify Company no later than three (3) days prior to the Customer Requested Due Date in order to assure no interruption in telephone service.
- g) Customer acknowledges and agrees that they have separate long distance service and local service providers.

Switching from Company to Another Provider. To transfer phone numbers from Company to another service provider, an order must first be placed to transfer the Services through the new service provider (and not through Company). Company will release Customer's phone number to Customer's new service provider, provided that:

- a. The new provider submits a properly completed transfer request to Company;
- b. The new service provider will accept transfer of the phone number without delay or charge to Company; and
- c. Transfer of existing phone numbers to the Service would not, in Company's sole discretion, violate applicable law or Company's processes and procedures.

Reserved Telephone Numbers. If Customer is receiving new telephone numbers from Company, Company will reserve telephone numbers for the new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customer shall not use, publish or advertise reserved numbers until Service has been activated. Customer has no property rights in the telephone numbers associated with the Service and is solely responsible for any expense or loss resulting from its use, publication or dissemination of reserved numbers.

Directory Listing. Liability for damages arising from errors or omissions in the making up or printing of directories or for error or omission in intercept service or in accepting listings as presented by Customers or prospective Customers shall be limited to the amount of actual impairment of the Customer's Service, and in no event shall liability exceed an amount equal to the Service charges during the period covered by the directory in connection with which the error or omission occurs.

Non-Published Listings. For an additional fee, Customer may choose to have a non-published telephone number. Company will make reasonable efforts to prevent the disclosure of non-published numbers, but in no case will it be liable should such number be divulged. Company will not be liable for failure or refusal to complete any call to non-published telephone numbers. When a call is placed to the Emergency 911 service, Company will release the name and address of the Customer, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 service.

11. ENTIRE AGREEMENT: This Agreement and any applicable tariff provisions are the complete agreement between the parties concerning its subject matter and replaces any prior oral or written communications between them. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied which are not specified in this Agreement and any applicable tariff. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement. The Agreement and all matters relating to the validity, construction, performance and enforcement are governed by applicable federal law, the rules and regulations of the FCC and applicable laws, regulations or ordinances for the state and local areas where Service is provided. This Agreement can only be modified by a written document executed by the parties. Agreeing to be bound by its terms, Customer and Company have caused this Agreement to be executed by their respective duly authorized representatives on the dates written in the Sales Quote.

12. Assignment. Customer shall have the right to assign this Agreement only with the written consent of Company, and such consent shall not be unreasonably withheld. All covenants, promises, conditions and representations herein contained shall be binding upon, apply and inure to the parties hereto and their respective successors and assigns.

13. FOR E-RATE CUSTOMERS ONLY: Company agrees that acceptance of this agreement by Customer is contingent upon approval for E-rate funding and that, in the event E-rate funding is no longer available at or above the approved level set by Customer as a Priority One service funding resource, Customer may choose to end all contractual obligations with no financial burden. Company will assume all responsibility for removal of leased equipment and services.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-22:079

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION FY22 LOW-NO EMISSIONS GRANT

WHEREAS, applications are now being accepted for the FY22 Low-No Emissions grant; and

WHEREAS, the Low-No Emissions grant will cover the cost of hybrid gas/electric powered buses;

WHEREAS, the City of Jonesboro, Arkansas is seeking federal funding of \$746,796.52 for the purchase of five hybrid gas/electric trolley style buses totaling \$878,584.14. The local match of 15%, \$131,787.62, will be obtained through the street fund or general fund.

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

SECTION 1: The City of Jonesboro, Arkansas supports the submission of the application to the FY22 Low-No Emissions grant for five hybrid gas/electric trolley style buses.

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

SECTION 3: The Grants and Community Development Department is hereby authorized by the City Council for the City of Jonesboro, Arkansas to submit all necessary documents for this federal program.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-22:081

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS,
TO AMEND THE SALARY AND ADMINISTRATION PLAN AND AMEND THE 2022
BUDGET

WHEREAS, RES-22:075 amended the City Salary and Administration Plan and list of approved job titles; and

WHEREAS, RES-21:297 adopted the City of Jonesboro 2022 Budget; and

WHEREAS, it has been determined that several City Departments continue to experience difficulty in hiring qualified personnel resulting from the current salary structure; and

WHEREAS, an analysis was performed to assess the job duties and consider the necessary changes to address these hiring difficulties and also support employee retention; and

WHEREAS, the following positions are to be regraded or added in the City Salary and Administration Plan:

General Fund

Animal Control

Animal Control Officer	Regrade JG 110 to JG 111
Animal Control Sr. Officer	Regrade JG 113 to JG 114

Code Enforcement

Code Enforcement Officer	Regrade JG 109 to JG 111
Code Enforcement Specialist	New Position JG 112
Code Enforcement Sr. Officer	Regrade JG 112 to JG 114
Code Enforcement Director	Regrade JG 122 to JG 123

Street Fund

Engineering

Stormwater Program Manager	Regrade JG 117 to JG 118
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Contract Coordinator	Regrade JG 111 to JG 118
Traffic Operations Manager	New Position JG 118
Signal Technician II	New Position JG 114
Signal Technician I	Regrade JG 110 to JG 112
Inspector	Regrade JG 111 to JG 112

WHEREAS, the 2022 budget will need to be amended by the following totals for salaries, plus benefits to support the Salary Administration Plan revisions:

General Fund	\$66,037
Street Fund	\$7,764

WHEREAS, it is recommended by the Finance Committee, to ensure sufficient staffing of competent personnel for the City, to revise the Salary and Administration Plan and amend the 2022 budget.

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

SECTION 1: The City Salary & Administration Plan is amended to revise or add the positions as indicated above.

SECTION 2: The 2022 Budget is hereby amended as indicated above.

Overview of Revisions

Full-Time Job Titles	Department	Old Grade	New Grade
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Positions Regraded:

Director of Code Enforcement*	Code Enforcement	122	123
Stormwater Program Manager	Engineering	117	118
Contract Coordinator	Engineering	111	118
Sr Animal Control Officer	Animal Control	113	114
Sr Code Enforcement Officer	Code Enforcement	112	114
Inspector	Engineering	111	112
Signal Technician I	Engineering	110	112
Animal Control Officer	Animal Control	110	111
Code Enforcement Officer	Code Enforcement	109	111

Positions Added:

Traffic Operations Manager	Engineering	N/A	118
Signal Technician II	Engineering	N/A	114
Code Enforcement Specialist	Code Enforcement	N/A	112

Revisions in Red

Approved Full-Time Job Titles Non-Uniform	Department	Pay Grade	Min Salary	Mid Salary	Max Salary
Chief of Staff*	Mayor's Office	133	\$99,901	\$124,876	\$152,847
Chief Engineer*	Engineering	132	\$95,689	\$119,612	\$146,405
Chief Financial Officer*	Finance	131	\$92,175	\$115,219	\$141,028
Chief Operations Officer*	Mayor's Office	131	\$92,175	\$115,219	\$141,028
Chief Administrative Officer*	Mayor's Office	131	\$92,175	\$115,219	\$141,028
Sr. Finance Director*	Finance	127	\$78,117	\$97,647	\$119,519
Director of Planning*	Planning	125	\$71,088	\$88,859	\$108,774
911 Director*	E911	124	\$67,573	\$84,466	\$103,387
Director of Human Resources*	HR	124	\$67,573	\$84,466	\$103,387
Director of Parks & Rec*	Parks	124	\$67,573	\$84,466	\$103,387
Director of Transit*	JETS	124	\$67,573	\$84,466	\$103,387
Civil Engineer*	Engineering	124	\$67,573	\$84,466	\$103,387
Traffic Operations Engineer*	Engineering	124	\$67,573	\$84,466	\$103,387
Director of Information Systems*	Info Systems	124	\$67,573	\$84,466	\$103,387
Director of Community Development*	Grants	124	\$67,573	\$84,466	\$103,387
Chief Bldg Official*	Inspections	123	\$62,802	\$78,503	\$96,087
Street Superintendent*	Street	123	\$62,802	\$78,503	\$96,087
Sanitation Superintendent*	Sanitation	123	\$62,802	\$78,503	\$96,087
Director of Facilities Maintenance*	Maintenance	123	\$62,802	\$78,503	\$96,087
Director of Communications*	Communications	123	\$62,802	\$78,503	\$96,087
Director of Animal Control*	Animal Control	123	\$62,802	\$78,503	\$96,087

(*) Positions are exempt

Assistant City Attorney*	Attorney	123	\$62,802	\$78,503	\$96,087
MPO Director *	MPO	123	\$62,802	\$78,503	\$96,087
Director of Code Enforcement*	Code Enforcement	123	\$62,802	\$78,503	\$96,087
Asst Director of Parks & Rec*	Parks	121	\$57,029	\$71,286	\$87,254
Network Administrator*	Info Systems	119	\$50,000	\$62,500	\$76,500
City Accountant*	Finance	119	\$50,000	\$62,500	\$76,500
Finance Manager*	Finance	119	\$50,000	\$62,500	\$76,500
Purchasing Manager*	Finance	119	\$50,000	\$62,500	\$76,500
Community Services Manager*	Grants	119	\$50,000	\$62,500	\$76,500
Grants Writer	Grants	118	\$46,485	\$58,106	\$71,122
Parks Maintenance Superintendent	Parks	118	\$46,485	\$58,106	\$69,727
Street Drainage Supervisor	Street	118	\$46,485	\$58,106	\$71,122
Street Maintenance Supervisor	Street	118	\$46,485	\$58,106	\$71,122
Fleet Supervisor	Street/Sanitation	118	\$46,485	\$58,106	\$71,122
GIS Coordinator	Engineering	118	\$46,485	\$58,106	\$71,122
Stormwater Program Manager	Engineering	118	\$46,485	\$58,106	\$71,122
Contract Coordinator	Engineering	118	\$46,485	\$58,106	\$71,122
Traffic Operations Manager	Engineering	118	\$46,485	\$58,106	\$71,122
Parks Maintenance Supervisor/Sexton	Parks	118	\$46,485	\$58,106	\$71,122
Sanitation Supervisor	Sanitation	118	\$46,485	\$58,106	\$71,122
Grants & Finance Specialist	Grants	118	\$46,485	\$58,106	\$71,122
Transit Field Supervisor*	JETS	117	\$43,849	\$54,812	\$67,089
Collector	Finance	117	\$43,849	\$54,812	\$67,089
Transportation Option Supervisor*	JETS	117	\$43,849	\$54,812	\$67,089
Deputy City Clerk	City Clerk	116	\$42,092	\$52,615	\$64,401
Senior Planner	Planning	116	\$42,092	\$52,615	\$64,401
Transportation Option Coordinator	JETS	116	\$42,092	\$52,615	\$64,401
City Surveyor	Engineering	116	\$42,092	\$52,615	\$64,401
Traffic Signal Tech II	Engineering	116	\$42,092	\$52,615	\$64,401
MPO Planner *	MPO	115	\$40,334	\$50,419	\$61,711
Network Technician	Info Systems	115	\$40,334	\$50,419	\$61,711
Digital Media Specialist	Communications	114	\$38,577	\$48,222	\$59,023
Planner II	Planning	114	\$38,577	\$48,222	\$59,023
Sr Inspector	Inspections	114	\$38,577	\$48,222	\$59,023
Sr Computer Technician	Info Systems	114	\$38,577	\$48,222	\$59,023
Sr Animal Control Officer	Animal Control	114	\$38,577	\$48,222	\$59,023
Sr Code Enforcement Officer	Code Enforcement	114	\$38,577	\$48,222	\$59,023
Signal Technician II	Engineering	114	\$38,577	\$48,222	\$59,023
911 Shift Leader	E911	113	\$36,820	\$46,024	\$56,335
Shooting Range Coordinator	Parks	113	\$36,820	\$46,024	\$56,335
Youth Sports Coordinator*	Parks	113	\$36,820	\$46,024	\$56,335
Softball Coordinator*	Parks	113	\$36,820	\$46,024	\$56,335
Shop Supervisor	PD	113	\$36,820	\$46,024	\$56,335
Records Clerk Supervisor - PD	PD	113	\$36,820	\$46,024	\$56,335
Crime Analyst - PD	PD	113	\$36,820	\$46,024	\$56,335
Facilities Maintenance Coordinator	Maintenance	113	\$36,820	\$46,024	\$56,335
Grants Project Coordinator	Grants	113	\$36,820	\$46,024	\$56,335

(*) Positions are exempt

HR Generalist	HR	113	\$36,820	\$46,024	\$56,335
Office Manager	Various Departments	113	\$36,820	\$46,024	\$56,335
Senior Court Services Officer	PD	113	\$36,820	\$46,024	\$56,335
Sr. Building Maintenance Technician	Maintenance	113	\$36,820	\$46,024	\$56,335
Rehab Project Coord	Grants	113	\$36,820	\$46,024	\$56,335
Inspector	Various Departments	112	\$35,063	\$43,828	\$53,646
Computer Technician II	Info Systems	112	\$35,063	\$43,828	\$53,646
Electronics Technician	PD	112	\$35,063	\$43,828	\$53,646
Street Crew Leader	Street	112	\$35,063	\$43,828	\$53,646
Crew Leader Parks	Parks	112	\$35,063	\$43,828	\$53,646
Fleet Technician II	Street	112	\$35,063	\$43,828	\$53,646
Public Information Specialist	PD	112	\$35,063	\$43,828	\$53,646
Video Analyst	PD	112	\$35,063	\$43,828	\$53,646
HVAC Technician	Maintenance	112	\$35,063	\$43,828	\$53,646
Code Enforcement Specialist	Code Enforcement	112	\$35,063	\$43,828	\$53,646
Signal Technician	Engineering	112	\$35,063	\$43,828	\$53,646
HR Representative	HR	111	\$33,491	\$41,863	\$51,240
Transit Route Supervisor	JETS	111	\$33,491	\$41,863	\$51,240
Cartographer	Planning	111	\$33,491	\$41,863	\$51,240
Planning Technician	Planning	111	\$33,491	\$41,863	\$51,240
Sex Offender Register Specialist	PD	111	\$33,491	\$41,863	\$51,240
Evidence/Property Tech	PD	111	\$33,491	\$41,863	\$51,240
Animal Control Officer	Animal Control	111	\$33,491	\$41,863	\$51,240
Code Enforcement Officer	Code Enforcement	111	\$33,491	\$41,863	\$51,240
Budget Specialist	Finance	110	\$32,127	\$40,157	\$49,152
Accounting Technician	Finance	110	\$32,127	\$40,157	\$49,152
Payroll Clerk	Finance	110	\$32,127	\$40,157	\$49,152
Computer Technician I	Info Systems	110	\$32,127	\$40,157	\$49,152
Court Services Officer	PD	110	\$32,127	\$40,157	\$49,152
Mechanic - Transit	JETS	110	\$32,127	\$40,157	\$49,152
Fleet Technician I	Street	110	\$32,127	\$40,157	\$49,152
Paralegal	Attorney	110	\$32,127	\$40,157	\$49,152
Assistant Youth Sports Coordinator	Parks	110	\$32,127	\$40,157	\$49,152
Paratransit Coordinator	JETS	110	\$32,127	\$40,157	\$49,152
Transit Route Coordinator	JETS	110	\$32,127	\$40,157	\$49,152
Accounts Payable Specialist	Finance	109	\$31,345	\$39,181	\$47,958
Legal Assistant - Secretary	Attorney	109	\$31,345	\$39,181	\$47,958
Maintenance Technician	Maintenance	109	\$31,345	\$39,181	\$47,958
911 Dispatcher/Call-Taker	E911	109	\$31,345	\$39,181	\$47,958
Equipment Operator II	Sanitation	109	\$31,345	\$39,181	\$47,958
Equipment Operator II	Street	109	\$31,345	\$39,181	\$47,958
Sex Offender Register Specialist	PD	109	\$31,345	\$39,181	\$47,958
Administrative Assistant	Various	109	\$31,345	\$39,181	\$47,958
Property Technician	PD	109	\$31,345	\$39,181	\$47,958
Planner I	Planning	109	\$31,345	\$39,181	\$47,958
Social Media Specialist	Communications	109	\$31,345	\$39,181	\$47,958
CID Secretary	PD	109	\$31,345	\$39,181	\$47,958

(*) Positions are exempt

Transit Driver	JETS	109	\$31,345	\$39,181	\$47,958
Equipment Operator I	Sanitation	108	\$30,489	\$38,111	\$46,647
Equipment Operator I	Street	108	\$30,489	\$38,111	\$46,647
Welder	Street	108	\$30,489	\$38,111	\$46,647
Cemetery Assistant	Parks	108	\$30,489	\$38,111	\$46,647
Background Tech	PD	108	\$30,489	\$38,111	\$46,647
Records Clerk	PD	108	\$30,489	\$38,111	\$46,647
Fleet Service Worker	Sanitation	108	\$30,489	\$38,111	\$46,647
Receptionist/Clerk	Info Systems	108	\$30,489	\$38,111	\$46,647
Assistant Mechanic	JETS	108	\$30,489	\$38,111	\$46,647
Street Maintenance Worker	Street	107	\$29,149	\$36,437	\$44,599
Sanitation Worker	Sanitation	107	\$29,149	\$36,437	\$44,599
Custodian	Maintenance	107	\$29,149	\$36,437	\$44,599
Kennel Master	Animal Control	107	\$29,149	\$36,437	\$44,599
Park Maintenance Worker	Parks	107	\$29,149	\$36,437	\$44,599
Building Maintenance Worker	Maintenance	107	\$29,149	\$36,437	\$44,599

***Note: MPO positions are under the direction of MPO, but are treated as employees of the city.**