



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, September 29, 2015

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-15:084](#) Minutes for the Finance Committee meeting on September 8, 2015

Attachments: [Minutes](#)

4. New Business

Ordinances To Be Introduced

[ORD-15:051](#) AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH RITTER COMMUNICATIONS TO RENEW OUR SERVICES AND PROVIDE FIBER CONNECITVY FOR THE CITY OF JONESBORO

Sponsors: Information Systems

Attachments: [Quote COJ Services Renewal.PDF](#)

[ORD-15:053](#) ORDINANCE AUTHORIZING A MEMBER OF THE JONESBORO CITY COUNCIL TO CONDUCT BUSINESS WITH THE CITY OF JONESBORO, ARKANSAS AND DECLARING AN EMERGENCY

Sponsors: Grants

Resolutions To Be Introduced

[RES-15:145](#) A RESOLUTION TO ALLOW THE MAYOR TO SETTLE THE LAWSUIT WITH GARY JOHNSON, JIM JOHNSON, AND JOE JOHNSON

Sponsors: Mayor's Office

Attachments: [Agreed Order of Condemnation and Disbursement of Funds](#)

[RES-15:148](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX

Sponsors: Mayor's Office and Finance

RES-15:149 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS

Sponsors: Mayor's Office and Finance

RES-15:150 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS LEVY A ONE- HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

Sponsors: Mayor's Office and Finance

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-15:084 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 9/9/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on September 8, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on September 8, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, September 8, 2015

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was also in attendance.

Present 6 - Ann Williams; John Street; Darrel Dover; Charles Coleman; Todd Burton and Rennell Woods

3. Approval of minutes

[MIN-15:077](#)

Minutes for the Finance Committee meeting on August 11, 2015

Attachments: [Minutes](#)

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

Aye: 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods

[MIN-15:078](#)

Minutes for the special called Finance Committee meeting on August 18, 2015

Attachments: [Minutes](#)

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

Aye: 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods

[MIN-15:080](#)

Minutes for the Finance Committee meeting on August 26, 2015

Attachments: [Minutes](#)

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

Aye: 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods

4. New Business

5. Pending Items

6. Other Business

Councilman Street motioned, seconded by Councilman Woods, to suspend the rules and place RES-15:142 on the agenda. All voted aye.

RES-15:142

A RESOLUTION AUTHORIZING THE GRANT ACCEPTANCE OF AN AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-05-0033-020-2015 FROM THE FEDERAL AVIATION ADMINISTRATION (FAA)

Sponsors: Grants and Municipal Airport Commission

Attachments: [FAA Project No. 3-05-0033-020-2015](#)

Grants Administrator Kimberly Marshall explained this will repair and overlay Taxiway B. It has to be in Fort Worth by September 16th. The project will cost \$403,360. The grant will pay for \$386,042 and the Airport Commission will pay for the other \$20,318. The grant will not cost the city any funds.

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

Aye: 5 - Ann Williams;John Street;Charles Coleman;Todd Burton and Rennell Woods

Chairman Dover noted the Salary/Longevity Committee will be meeting tomorrow at 4 p.m. They are meeting on a weekly basis at this time.

7. Public Comments

8. Adjournment

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

Aye: 5 - Ann Williams;John Street;Charles Coleman;Todd Burton and Rennell Woods



Legislation Details (With Text)

File #:	ORD-15:051	Version:	1	Name:	Agreement with Ritter Communications to renew services
Type:	Ordinance	Status:		Status:	To Be Introduced
File created:	9/9/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:	9/22/2015	Final action:		Final action:	
Title:	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH RITTER COMMUNICATIONS TO RENEW OUR SERVICES AND PROVIDE FIBER CONNECITVY FOR THE CITY OF JONESBORO				
Sponsors:	Information Systems				
Indexes:	Contract				
Code sections:					
Attachments:	Quote COJ Services Renewal.PDF				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH RITTER COMMUNICATIONS TO RENEW OUR SERVICES AND PROVIDE FIBER CONNECITVY FOR THE CITY OF JONESBORO
BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION ONE: That the Information Systems Department of the City of Jonesboro, Arkansas needs to renew our services agreement and provide fiber and internet connectivity for the City of Jonesboro.

SECTION TWO: That the term of the agreement is sixty (60) months and the payment to Ritter Communications is \$14,834.36 per month. All other details of the agreement, including the scope of services to be provided, are set out in the attachment.

SECTION THREE: That the City Council in accord with the terms of A.C.A. Section 14-58-303 states that bidding in this matter is not practical and hereby waives the requirement of competitive bidding. Ritter is considered a sole source provider due to the need to provide services that will interact and be compatible with the existing systems in the City of Jonesboro.



Services Renewal Quote

2400 Ritter Drive Jonesboro, AR 72401 Phone: (870) 336-3443 Fax: (870) 336-9443

Customer: City of Jonesboro
Billing Address: P.O. Box 1845
City: Jonesboro
State/Zip: AR 72401
Phone: 8703367249
Fax:
Service Address:
City: Jonesboro

Account Executive: Scott Roberson
Business Sales Representative:
Technical Consultant: Dave Pelletier
Quote Date: 7/8/2015

Customer Service Advocate (CSA): Amy Velato 870 336 3421

Qty.	Description	Term	Non-Recurring Charges (Installation - Deposit)	Usage or per Unit Charges	Monthly Recurring Charges	Totals	
						NRC	MRC
Local Service							
57	Single Line Service	60 Mos.		23.45	Line	23.45	\$1,338.85
57	Federal Access Charge	60 Mos.		5.87	Line	5.87	\$323.19
16	Additional Directory Listing	60 Mos.		8.00	Line	8.00	\$98.00
16	Caller ID Name & Number	60 Mos.		0.00	Line	0.00	\$0.00
17	Call Transfer	60 Mos.		0.00	Line	0.00	\$0.00
10	3 Way Calling	60 Mos.		0.00	Line	0.00	\$0.00
10	Hunt Feature	60 Mos.		0.00	Line	0.00	\$0.00
1	Call Forwarding Variable	60 Mos.		0.00	Line	0.00	\$0.00
12	Call Forwarding	60 Mos.		0.00	Line	0.00	\$0.00
2	PRI Circuit	60 Mos.		550.00	Line	550.00	\$1,100.00
2	PRI Port Charge	60 Mos.		49.01	Line	49.01	\$98.02
4	PRI DID Block of 100	60 Mos.		20.00	Line	20.00	\$80.00
2	PRI Caller ID Name and Numb	60 Mos.		20.00	Line	20.00	\$40.00
10	PRI Federal Access Charge	60 Mos.		5.87	Line	5.87	\$58.70
Data Services (Internet)							
1	40MG Dedicated Internet Svc	60 Mos.		3,000.00	Mo.	3,000.00	\$3,000.00
4	Static IP Address	60 Mos.		0.00	Mo.	0.00	\$0.00
1	P2P Fiber 1708 Tall Birch Managed T1 Circuits	60 Mos.		350.00	Mo.	350.00	\$350.00
1	2419 Greensboro Rd T-1	60 Mos.		250.00	Mo.	250.00	\$250.00
1	Fire 7 8481 CW Post T-1	60 Mos.		250.00	Mo.	250.00	\$250.00
1	Fire 6 208 N Patrick T-1	60 Mos.		250.00	Mo.	250.00	\$250.00
1	3809 Race Street T-1	60 Mos.		250.00	Mo.	250.00	\$250.00
1	1508 N Church Street T-1	60 Mos.		250.00	Mo.	250.00	\$250.00
Metro Ethernet Fiber Optic WAN Includes:							
1	JETS 2630 Lacy 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	300 S Church 15MB	60 Mos.		250.00	Mo.	250.00	\$250.00
1	410 W Washington 20MB	60 Mos.		1,000.00	Mo.	1,000.00	\$1,000.00
1	Fire 5 2525 Neely 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	1001 S Caraway 30MB	60 Mos.		500.00	Mo.	500.00	\$500.00
1	1616 Strawfloor 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	1421 W Nettleton 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	4001 Lindbergh 10MB	60 Mos.		500.00	Mo.	500.00	\$500.00
1	3215 E Johnson 3MB	60 Mos.		300.00	Mo.	300.00	\$300.00
1	1212 S Church 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	3009 Dan Ave. 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	Fire 2 1413 W Nettleton 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	2601 Dan Ave. 3MB	60 Mos.		150.00	Mo.	150.00	\$150.00
1	Fire 3 2212 Brazos	60 Mos.		150.00	Mo.	150.00	\$150.00
1	Fire 4 3809 Harrisburg 15MB	60 Mos.		750.00	Mo.	750.00	\$750.00
1	Ritter Fiber 30x10	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Ritter Fiber 30x10	60 Mos.		129.95	Mo.	129.95	\$129.95
1	Ritter Fiber 30x10	60 Mos.		99.95	Mo.	99.95	\$99.95
3	Ritter Fiber 15x2	60 Mos.		0.00	Mo.	0.00	\$0.00
2	Ritter Fiber 10x2	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Ritter Fiber 10x2	60 Mos.		69.95	Mo.	69.95	\$69.95
1	Ritter Fiber 10x2 Merc. Guest	60 Mos.		69.95	Mo.	69.95	\$69.95
1	Ritter Fiber 100x30 IT Dpt	60 Mos.		249.95	Mo.	249.95	\$249.95
10	Static IP Addresses	60 Mos.		14.95	Mo.	14.95	\$14.95
1	Ritter Fiber Internet 50x15 Shack	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Ritter Fiber Internet 50x15 Ward	60 Mos.		0.00	Mo.	0.00	\$0.00
7	Fire Stations Internet Access	60 Mos.		0.00	Mo.	0.00	\$0.00
1	DSL 215 East Allen (Maint)	60 Mos.		0.00	Mo.	0.00	\$0.00
16	VLANS	60 Mos.		100.00	Mo.	100.00	\$1,700.00
Long Distance Services & Toll-Free							
1	3500 Elite	60 Mos.		84.20	Mo.	84.20	\$84.20
Cable TV Services							
1	Expanded Basic Digital	60 Mos.		81.95	Mo.	81.95	\$81.95
1	Expanded Basic	60 Mos.		72.95	Mo.	72.95	\$72.95
1	Cable TV Parks Admin Dan Ave	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Cable TV City Hall	60 Mos.		0.00	Mo.	0.00	\$0.00
1	Cable TV 3809 Harrisburg Rd	60 Mos.		0.00	Mo.	0.00	\$0.00
Local/Federal Taxes & Fees not Included							

Notes:

To accept this proposal please sign and fax to 870 336 9443 or scan and email to scott.roberson@rittercommunications.com. Thank you.

	TOTAL
NRC	MRC
\$0.00	\$14,834.36

Ritter Management _____ Date _____
Scott Roberson 8-20-15
 Ritter Representative _____ Date _____

Customer _____ Date _____

NOTES:

1. Sales Quote is valid for 30 days from issuance.
2. All line charges are estimates, actual line charges will be used for invoicing.
3. This Sales Quote is subject to Ritter Communications Master Services Agreement and Product Specific Attachment(s).
4. Charges do not include all applicable local, state, and federal taxes.
5. If charges for additional white page listing are incurred, charges will appear on monthly billing.



Ritter Communications – Master Services Agreement

Purpose:

This Master Service Agreement (“Agreement”) is made effective as of the last date signed below and entered into by and between Ritter Communications (“Ritter” or “Company”) and City of Jonesboro (“Customer”).

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

Article I – Products and Services

Products and Services (check each which applies):

Each of products and/or services listed below applies under this agreement at the time of origination. Additional products and services may be attached to this Master Services Agreement as Attachments to this Agreement.

Telephone and Voice Services:

- Primary Rate Exchange (PRI)
- Local Exchange Telephone Service
- Long Distance Service
- 800 Toll Free Service

Dedicated Internet Services:

- Fiber Internet
Speed: 40 Mb
- Full T1 Data Circuit
- Fractional T1 Data Circuit

Designated Internet Services: Package Speeds Down/Up in Megabits per second (Mbps):

- 30Mbps/10Mbps
- 50Mbps/15Mbps
- 100Mbps/30Mbps
- 10Mbps/2Mbps

Up-to Internet Packages: Package Speeds Down/Up in Megabits per second (Mbps):

- 5Mbps/1Mbps
- 10Mbps/2Mbps
- 15Mbps/2Mbps
- 30Mbps/2Mbps
- 50Mbps/10Mbps

DSL Internet (Available only in limited areas within 10,000 feet of Ritter Central Office):

- ADSL2+ (8Mbps/768Kbps)

Networking Products:

- Dynamic Shared Service Solution/Flex T1
- Local Area Network (LAN)
Attach Service Description
- Wide Area Network (WAN)
Attach Service Description
- Virtual Private Network (VPN)
- Metro Ethernet Solution
-



- **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 Ritter Communications to the Customer.
- **Service Level Agreements:** For applicable products and services, Ritter Communications 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 Ritter Communications to Customer will be subject to all applicable terms set forth by the Ritter Communications Acceptable Use Policy (AUP) available by request from Ritter Communications, or by access at <http://getritter.info/terms-and-policies/>
- **Additional Attachments:** Any additional Attachments to this Master Services Agreement will be subject to approval and execution by both Ritter Communications and Customer and will be subject to all applicable Terms as set forth by this Agreement.

ENTIRE AGREEMENT: This Agreement and the 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 the 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 below their names.

Ritter Communications

Customer:

Signature: 

Signature: _____

Printed Name: Scott V. Roberson

Printed Name: _____

Position Title: Account Executive

Position Title: _____

Date: 8/20/2015

Federal ID#: _____

SS#: _____

Date: _____

General Terms and Conditions

1. TERM COMMITMENT:

Customer agrees to the Term Commitment as stated in the Master Service Agreement (TERM COMMITMENT) and early termination fees will apply. The rates set out on the attached Sales Quote are based on the Term Commitment.

2. RATES: The Company's charges for the Products are as specified in the applicable tariff and on Customer's Sales Quote (Rates). Because Customer agrees to a 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 Term commitment. Such discounts vary according to specific products and services and Term Commitments. 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 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. EARLY TERMINATION

PENALTY: If Customer decides to terminate a Product or Service prior to the end of the Term, Customer will be subject to early termination charges equal to the number of months remaining in the Term multiplied by the monthly rate for the Product plus all non-recurring charges. 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.

4. RENEWAL: Following the initial Term Commitment, all agreed services will continue on a month-by-month basis unless services are otherwise cancelled by the Customer or the Agreement is renewed. Any services continuing on a month-to-month basis may be subject to month-to-month rates dictated by Ritter Communications 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 within thirty days of the date of the Company's invoice to customer ("Due Date"). 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. If the Customer's check is returned by Customer's bank, 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. 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.

7. USE OF SERVICES:

Customer agrees to independently assess Customer's need for the Products and Services. Customer agrees to indemnify the Company and to hold Company harmless from any and all claims resulting from the Customer's negligence or misuse of the Products, which causes damage to the Customer, the Company's other customers, or any third party. This indemnification also extends to any utility company that the Company may use to provide Products.

The Company's corporate Acceptable Use Policy ("AUP") governs use of many of the Company's Products and Services. The Company's AUP discusses policies including security, email, Usenet, and copyright. Customer agrees to fully comply with AUP. The Company's AUP for Internet Services may be viewed at <http://getritter.info/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.

8. 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.

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

10. CUSTOMER PREMISE

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

General Terms and Conditions

CPE. The Company reserves the right to replace any Rented CPE at the Company's expense and with minimal interruption to the Services.

11. 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 us harmless from any claims arising from a breach of the previous sentence.

12. SUBSCRIBER PRIVACY NOTICE: As a subscriber, Customer is entitled under Federal law to certain privacy notices, including a Customer Proprietary Network Information privacy notice. 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.

13. 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.

14. 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.

15. 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.

16. "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.

17. SECURITY: Customer is responsible for securing its network, Customer premises equipment, 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, Customer premises equipment, modems or other Customer equipment.

Customer Initials

Date



Legislation Details (With Text)

File #:	ORD-15:053	Version:	1	Name:	Authorizing Dr. Coleman to conduct business with the city
Type:	Ordinance	Status:			To Be Introduced
File created:	9/18/2015	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	ORDINANCE AUTHORIZING A MEMBER OF THE JONESBORO CITY COUNCIL TO CONDUCT BUSINESS WITH THE CITY OF JONESBORO, ARKANSAS AND DECLARING AN EMERGENCY				
Sponsors:	Grants				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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ORDINANCE AUTHORIZING A MEMBER OF THE JONESBORO CITY COUNCIL TO CONDUCT BUSINESS WITH THE CITY OF JONESBORO, ARKANSAS AND DECLARING AN EMERGENCY WHEREAS, Ark. Code Ann. §14-42-107 and 24 CFR §570.611 provide that interest in office or contracts is prohibited by any alderman, council member, official or municipal employee, and

WHEREAS, Charles Coleman serves as the Board Member of Hispanic Community Services, Inc. (HCSI) which provides social, legal, health services, and educational programs to the Latino community and all residents of the surrounding neighborhoods, and

WHEREAS, Charles Coleman serves as the Board Member of North Jonesboro Neighborhood Initiative (NJNI) which serves to engage and involve low income and marginalized residents in city of Jonesboro, and

WHEREAS, Charles Coleman agrees to abstain from voting on matters relative to CDBG funding related to all parties involved, and

WHEREAS, special permission must be granted by the Jonesboro City Council of Jonesboro, Arkansas for HCSI and NJNI to provide services to the City of Jonesboro.

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

Section 1: The City Council for the City of Jonesboro, Arkansas has been aware of the above mentioned services provided by Charles Coleman, HCSI, and NJNI and gives special permission for HCSI and NJNI to continue to provide such services to the City of Jonesboro, Arkansas.

Section 2: Due to the need to meet Legislative mandates as required by Ark. Code Ann. §14-42-107 and 24 CFR §570.611 an emergency is declared to exist and this ordinance shall take immediate effect with its passage and approval.



Legislation Details (With Text)

File #:	RES-15:145	Version:	1	Name:	Lawsuit settlement with Gary Johnson, Jim Johnson and Joe Johnson
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	9/16/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ALLOW THE MAYOR TO SETTLE THE LAWSUIT WITH GARY JOHNSON, JIM JOHNSON, AND JOE JOHNSON				
Sponsors:	Mayor's Office				
Indexes:	Other				
Code sections:					
Attachments:	Agreed Order of Condemnation and Disbursement of Funds				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ALLOW THE MAYOR TO SETTLE THE LAWSUIT WITH GARY JOHNSON, JIM JOHNSON, AND JOE JOHNSON

WHEREAS, the City of Jonesboro has condemned properties located at Airport and Aggie Road to build the roundabout to alleviate heavy traffic issues at that location; and

WHEREAS, there has been a condemnation lawsuit regarding this project that the City of Jonesboro desires to settle; and

WHEREAS, there is money in the budget for this expense, and no more monies would need to be allocated.

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

1. The City Council hereby authorizes the Mayor to settle the above lawsuit and purchase of said property. That the Mayor is authorized to spend \$18,000.00 to settle the litigation and procure the property.
2. The Mayor, Harold Perrin, City Clerk, Donna Jackson, and/or a representative of the City Attorneys office, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this settlement.

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
WESTERN DISTRICT

CITY OF JONESBORO, ARKANSAS

PLAINTIFF

v.

NO. CIV-2015-396

JIM JOHNSON
JOE JOHNSON
GARY JOHNSON

DEFENDANTS

AGREED ORDER OF CONDEMNATION
AND DISBURSEMENT OF FUNDS

On this date was presented to the Court the motion of the plaintiff, City of Jonesboro, by and through its City Attorney Carol Duncan and/or Assistant City Attorney Jessica Coleman, and based upon such Motion, arguments of counsel, the pleadings, and other matter and proof before the Court, the Court finds:

1. That the plaintiff, City of Jonesboro, Arkansas herein filed its Complaint in Condemnation alleging its right to condemn property, under the power of eminent domain, the land to be taken is as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:

Commencing at a Half Inch Rebar found at the Center North Sixteenth Corner of Said Section 15; thence North 00°37'28" East along the West line of said Northwest Quarter of the Northeast Quarter of Section 15 a distance of 38.93 feet to a point; thence South 89°22'32" East a distance of 33.68 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2 and the POINT OF BEGINNING; thence North 00°30'25" East along said right of way line a distance of 81.27 feet to the East Right of Way line of Highway 351 as established by AHTD Job 100790; thence South 09°48'06" East along said right of way line a distance of 59.91 feet to a point; thence South 61°26'51" East along said right of way line a distance of 36.39 feet to the North Right of Way line of Aggie Road as established by AHTD Job 100790; thence South 89°50'49" East along said right of way line a distance of 137.38 feet to the North Right of Way line of Aggie Road as established by Johnson's Minor Plat as filed in Craighead County, Book C, Page 100; thence South 05°47'52" West

along said right of way line a distance of 30.14 feet to the centerline of Aggie Road; thence North 89°14'54" West along said centerline a distance of 147.44 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2; thence North 00°30'25" East along said right of way line a distance of 24.47 feet to a point; thence North 89°29'35" West along said right of way line a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.12 acres (5,367 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

Also a temporary construction easement containing 0.01 acres (328 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790 and labeled TCE 2E-1.

2. That plaintiff is entitled to possession and title to the real property described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 15, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows:

Commencing at a Half Inch Rebar found at the Center North Sixteenth Corner of Said Section 15; thence North 00°37'28" East along the West line of said Northwest Quarter of the Northeast Quarter of Section 15 a distance of 38.93 feet to a point; thence South 89°22'32" East a distance of 33.68 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2 and the POINT OF BEGINNING; thence North 00°30'25" East along said right of way line a distance of 81.27 feet to the East Right of Way line of Highway 351 as established by AHTD Job 100790; thence South 09°48'06" East along said right of way line a distance of 59.91 feet to a point; thence South 61°26'51" East along said right of way line a distance of 36.39 feet to the North Right of Way line of Aggie Road as established by AHTD Job 100790; thence South 89°50'49" East along said right of way line a distance of 137.38 feet to the North Right of Way line of Aggie Road as established by Johnson's Minor Plat as filed in Craighead County, Book C, Page 100; thence South 05°47'52" West along said right of way line a distance of 30.14 feet to the centerline of Aggie Road; thence North 89°14'54" West along said centerline a distance of 147.44 feet to the East Right of Way line of Highway 351 as established by AHTD Job 10-RW-2; thence North 00°30'25" East along said right of way line a distance of 24.47 feet to a point; thence North 89°29'35" West along said right of way line a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.12 acres (5,367 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790.

Also a temporary construction easement containing 0.01 acres (328 sq. ft.) more or less as shown on AHTD plans referenced as Job 100790 and labeled TCE 2E-1.

3. That the plaintiff has or will immediately deposit into the registry of the Court the sum of \$18,000.00 as just compensation for the taking of the land of the defendants.

4. That the defendants are entitled to the funds deposited or to be deposited in the Court Registry for the taking of its land. That the sum of \$18,000.00 deposited shall be immediately paid by the Circuit Clerk to the defendants, upon filing of this order. That the \$18,000.00 that has or will be deposited into the Registry of the Court is to be divided equally to the three (3) defendants in the following way:

- a. \$6,000.00 to be payable to Gary Johnson, 402 Airport Road, Jonesboro, AR 72401
- b. \$6,000.00 to be payable to Jim Johnson, 1911 Sherwood, Jonesboro, AR 72401
- c. \$6,000.00 to be payable to Joe Johnson, 406 Airport Road, Jonesboro, AR 72401

5. That the defendant's Notice of Appeal and Order of Possession of Land and Order of Condemnation and Other Matters is hereby dismissed.

6. That the defendants right to pursue further recovery from the plaintiff for the taking of defendant Gary Johnson, defendant Joe Johnson, and defendant Jim Johnson's land and damages suffered by reason thereof is hereby barred from any future claims. The payment of \$18,000.00 shall be the settlement of the condemnation action and shall prejudice the defendant's from any further action.

IT IS SO ORDERED

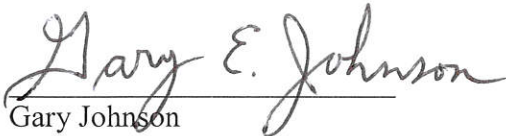
CIRCUIT JUDGE
APPROVED AS TO FORM:

CAROL DUNCAN, JONESBORO CITY ATTORNEY
JESSICA COLEMAN, ASSISTANT CITY ATTORNEY
401 West Washington
Jonesboro, AR 72401
(870) 932-0917

VERIFICATION

STATE OF ARKANSAS))
))
COUNTY OF CRAIGHEAD))

The undersigned, **GARY JOHNSON**, does hereby state under oath that the facts set forth in the foregoing Agreed Order are true and correct to the best of his knowledge and belief.



Gary Johnson
402 Airport Road
Jonesboro, AR 72401

Subscribed and sworn to before me this 15 day of Sept, 2015.



Notary Public


My Commission Expires: 12-04-23



VERIFICATION

STATE OF ARKANSAS))
))
COUNTY OF CRAIGHEAD))

The undersigned, **JIM JOHNSON**, does hereby state under oath that the facts set forth in the foregoing Agreed Order are true and correct to the best of his knowledge and belief.



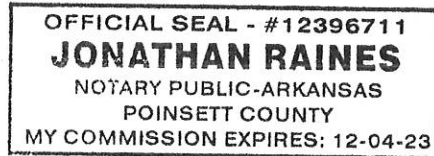
Jim Johnson
1911 Sherwood
Jonesboro, AR 72401

Subscribed and sworn to before me this 15 day of Sept, 2015.



Notary Public

My Commission Expires: 12-04-23



VERIFICATION


STATE OF ARKANSAS))
))
COUNTY OF CRAIGHEAD))

The undersigned, **JOE JOHNSON**, does hereby state under oath that the facts set forth in the foregoing Agreed Order are true and correct to the best of his knowledge and belief.



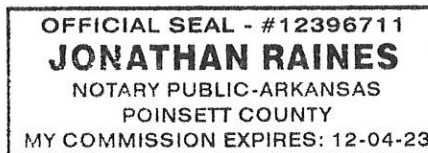
Joe Johnson
406 Airport Road
Jonesboro, AR 72401

Subscribed and sworn to before me this 15 day of Sept, 2015.



Notary Public

My Commission Expires: 12-04-23





Legislation Details (With Text)

File #:	RES-15:148	Version:	1	Name:	Levy a millage tax for public library tax
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	9/23/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX				
Sponsors:	Mayor's Office, Finance				
Indexes:	Millages				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A 2 MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE PUBLIC LIBRARY TAX
WHEREAS, pursuant to the terms of Amendment 30 of the Constitution of the State of Arkansas, a duly qualified election was held upon presentation of a petition by voters; and

WHEREAS, a majority of the electors voted in favor of the establishment of a public library, and further approved an annual levy on all real and personal property within the City for the support, operation and maintenance of the public library, specifying a rate of taxation of 2 mills on the dollar; and

WHEREAS, these questions being answered by a majority of the qualified voters the Mayor proclaimed it adopted by law.

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

Section 1: Pursuant to the millage rollback computation - Arkansas Statute 84-493.2; Section 3, Act 848, the taxation will be as follows: On all real property the taxes are at the rate of 2 mills on the dollar and on all personal property, excepting household goods, the rate is 2 mills on the dollar.



Legislation Details (With Text)

File #:	RES-15:149	Version:	1	Name:	Levy of millage tax for Local Firemen's Pension Plan
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	9/23/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS				
Sponsors:	Mayor's Office, Finance				
Indexes:	Millages				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE LOCAL FIREMENS PENSION PLANS

WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-812 to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for fire department personnel and their survivors; and

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

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

Section 1: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.



Legislation Details (With Text)

File #: RES-15:150 **Version:** 1 **Name:** Levy of a millage tax for Jonesboro Police Pension Plans

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

File created: 9/23/2015 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

Sponsors: Mayor's Office, Finance

Indexes: Millages

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS LEVY A ONE-HALF (.5) MILL TAX ON ALL REAL AND PERSONAL PROPERTY FOR THE JONESBORO POLICE PENSION PLANS

WHEREAS, a duly qualified election was held in accordance with A.C.A. 24-11-404, to provide for a tax levy not to exceed one (1) mill on the dollar upon the assessed value of the real and personal property contained in the city, for the purpose of funding a local pension and relief fund for police officers and their survivors; and

WHEREAS, a majority of those voting approved the levy to fund the local pension fund; and

WHEREAS, the above law requires an annual levy be made by the City Council, and certified to the county clerk; and

WHEREAS, the City Council finds that in order to raise said sum, it is necessary to levy a tax of one-half (.5) mill on the dollar on all real property and one-half (.5) mill on the dollar on all personal property, excepting household goods.

WHEREAS, the city has consolidated administration of its policemen's pension and relief fund with the Arkansas Local Police and Fire Retirement System.

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

Section 1: The County Clerk is hereby authorized and directed to extend said tax upon the tax book, and that the same be collected in the same manner as other property taxes are collected.