



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

---

Tuesday, May 27, 2025

4:00 PM

Municipal Center, 300 S. Church

---

### 1. CALL TO ORDER

### 2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

### 3. APPROVAL OF MINUTES

[MIN-25:038](#) Minutes for the Finance Committee meeting on Tuesday, April 29, 2025

Attachments: [Minutes](#)

### 4. NEW BUSINESS

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-25:048](#) A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH MIRACLE KIDS UNLIMITED FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [Miracle Kids Unlimited - Signed Contract.pdf](#)

[RES-25:049](#) A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH ALL SCAPES IRRIGATION AND LAWN CARE, LLC FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [All Scapes - Door Sponsorship Contract and Resolution.pdf](#)

[RES-25:050](#) A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH CLINE ENVIRONMENTAL, INC. FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

Attachments: [Cline Environmental - Door Sponsorship Contract and Resolution.pdf](#)

[RES-25:051](#) A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH XPT-EXTREME PERFORMANCE TRAINING FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

Sponsors: Parks & Recreation and Finance

**Attachments:** [XPT - Door Sponsorship and Resolution.pdf](#)

**RES-25:053** RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A JOINT AGREEMENT OF UNDERSTANDING WITH THE TRAINFO CORPORATION AND THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE TRAINFO MOBILITY IMPLEMENTATION PROJECT (JOB 101237)

**Sponsors:** Engineering

**Attachments:** [TRAINFO AOU Execute\\_050925.pdf](#)

**RES-25:054** A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN A CONTROL DEVICE AT THE INTERSECTION OF HIGHWAY 49 AND PARKER ROAD

**Sponsors:** Engineering

**Attachments:** [Traffic Control Device Agreement - 100879.pdf](#)

**RES-25:055** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1411 CURTIS RD, PARCEL 01-143363-03200, OWNED BY WINFORD VAIL IN THE AMOUNT OF \$3146.60

**Sponsors:** Code Enforcement and Finance

**Attachments:** [01. 1411 Curtis Rd Notice of Violation.pdf](#)

[02. 1411 Curtis Billing Request.docx](#)

[03. 1411 Curtis Rd Invoice Notice.pdf](#)

[04. 1411 Curtis Rd Council Notice.pdf](#)

**RES-25:056** A RESOLUTION TO APPROVE A CONTRACT WITH TRIPSPARK TECHNOLOGIES FOR JONESBORO ECONOMIC TRANSIT SYSTEM ROUTING SOFTWARE AND SERVICES

**Sponsors:** JETS

**Attachments:** [Jonesboro Transit System Supply and Support Agreement Streets 05 05 25 - Tr](#)

## **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-25:038

---

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Minutes

Minutes for the Finance Committee meeting on Tuesday, April 29, 2025



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

---

Tuesday, April 29, 2025

4:00 PM

Municipal Center, 300 S. Church

---

### 1. CALL TO ORDER

### 2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

**Present** 6 - Joe Hafner; Charles Coleman; Ann Williams; John Street; Brian Emison and Anthony Coleman

**Absent** 1 - David McClain

### 3. APPROVAL OF MINUTES

[MIN-25:035](#)

Minutes for the Finance Committee meeting on Tuesday, April 8, 2025

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

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

**Aye:** 5 - Charles Coleman; Ann Williams; John Street; Brian Emison and Anthony Coleman

**Absent:** 1 - David McClain

### 4. NEW BUSINESS

#### RESOLUTIONS TO BE INTRODUCED

[RES-25:017](#)

RESOLUTION BY THE JONESBORO CITY COUNCIL TO PURCHASE PROPERTY LOCATED AT 1215 NORTH MAIN STREET FROM SWATEL 3601 LLC

**Sponsors:** Planning and Finance

**Attachments:** [SIGNED Offer - Letter of Intent.pdf](#)  
[Survey.pdf](#)  
[Seller Signed - Purchase Contract.pdf](#)  
[From Seller - 1215 N Main REPORT appraisal.pdf](#)

*Councilmember Dr. Anthony Coleman said, I do have a question chairman. When it says drainage, and I was looking at the survey itself, it talks about a ditch or whatever. I don't know if this is a Craig question or what, but is that what it's for, just to drain?*

*Paying a person \$175,000 just for draining and what does it do? Engineering Department Director Craig Light approached the podium and said, this is a little over 5.5-acre tract of land that's been designated in our master drainage plan as a detention pond area. It's got a pretty large size ditch that kind of s shapes through the property, it floods. You know, it doesn't need to be developed for any residential or commercial purpose. It needs to be a detention pond. The property is up for sale. We had two appraisals on it, and this \$175,000 falls in between those two appraised values. I think our appraisal came in at \$180,000 and his was \$160,000, I think. Somewhere around there. But it is for a stormwater detention pond. It was identified in our master plan done by the Corps of Engineers that, if you guys remember, we invested a lot of money in that plan, and this piece of property is part of that plan. It's for sale and we're asking to go ahead and get it purchased now that the seller is willing to get rid of it. Councilmember Dr. Anthony Coleman said, great. So just to follow up, so when we purchase this then you'll go in and basically dig the ditch for the pond? That's my understanding. Director Craig Light said, yeah. We'll develop it into the stormwater basin that it needs to be. And it's 5.5 acres, so it's a large enough tract that it could be used for some other recreational type purposes as well, possibly, we'll see how that develops. But yeah, we'll begin scheduling improvements to it for stormwater detention. We probably won't dig the pond this year, but we'll start planning what that looks like, probably in 2026. Councilmember Dr. Anthony Coleman said, so that's in the plan too? The development of it. Is that in the plan? The amount? Director Craig Light said, no the development of it is not in that cost. This is purchasing the property only. This is the purchase price of the property.*

*Chairman Joe Hafner said, retention or detention? Director Craig Light said, I imagine it'll just be a detention pond.*

*Councilmember John Street said, I'm glad to see us start acquiring property for drainage, and that's the biggest issue we've got in north Jonesboro. And while you can get it for that, and while I thought it's really not bad, I'm surprised since it's R3 somebody hadn't already jumped on it for a high-density multi-family that they could build without doing anything but just submitting the plan. Director Craig Light said, they do and then they realize how low it is, and what they really have to do to protect the properties that they're building. Councilmember John Street said, but still, there's not much R3 out there left.*

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

**Aye:** 5 - Charles Coleman;Ann Williams;John Street;Brian Emison and Anthony Coleman

**Absent:** 1 - David McClain

[RES-25:044](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH WILKINS ELECTRIC, LLC. FOR THE INSTALLATION OF STREETLIGHTS ON CREATH AVENUE (Bid 2025:15)

**Sponsors:** Engineering and Finance

**Attachments:** [Bid.pdf](#)  
[Bid Tabulation.pdf](#)

*Chairman Joe Hafner said, I do have one question. Are these true streetlights or is it more like the lights out at Craighead Forest? Mayor Harold Copenhaver said, they're a lot like the lights, if I'm not mistaken, at Arkansas State University. The black lights*

*that you see on campus. Aren't they pretty well uniform? We want to do that in order to make it look very comparable. Chairman Joe Hafner said, alright. That answers my question. Chief Administrative Officer Brian Richardson approached the podium and said, or the dog park. The new dog park just constructed. Those are just like those. Chairman Joe Hafner said, ok.*

*Councilmember Dr. Anthony Coleman said, I do have a question while you're standing. Just real quick, what's the, how do I say this? When we're getting bids. So, is it two or three? Because I only saw the two. Are we supposed to get three or just two? Brian Richardson said, when it comes down to bids it's, of course we can't force somebody to bid, so we publicly advertise it at, hey here's an option of this possible city project that we're looking to fund, and sometimes we only receive one bid. Sometimes we receive 15, so really the bid process just makes it a publicly accessible option for anybody that's wanting to do business with the city to be able to put in what their price would be to do the job. Everybody had the ability to bid on this that was interested in it. Councilmember Dr. Anthony Coleman said, thank you. I just wanted to know. I didn't know.*

*Chairman Joe Hafner said, was down there early this morning, so it will be nice to have some lights.*

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

**Aye:** 5 - Charles Coleman;Ann Williams;John Street;Brian Emison and Anthony Coleman

**Absent:** 1 - David McClain

## **5. PENDING ITEMS**

## **6. OTHER BUSINESS**

### **[COM-25:011](#)**

### **UPDATE & DISCUSSION OF CAPITAL IMPROVEMENTS BONDING PROCESS**

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

*Chairman Joe Hafner said, we have an updated and discussion of Capital Improvement bonding process.*

*Mayor Harold Copenhaver said, all right councilmen, I appreciate the opportunity to meet with the Finance Committee this evening and I think this is very unique, and I would really enjoy your input as we move forward to a public hearing on moving forward revenue bond in front of City Council. And as I go through this, I would like you to be thinking of ways and things that you would like to see in that meeting on the 20th. So, I want your engagement and involvement in this process.*

*I'd like to update the Finance Committee on the status of the revenue bond process. Of course, we looked at that originally about a year ago, and I think you all realize the cost of development now has gone up tremendously. It's not getting less, and we have challenges ahead. I'm very excited about moving forward, but with that we've had to work very diligently on recasting an accurate number of project cost values. So, construction estimates have increased since items were first presented a year ago, and the proposed bond will be funding using the existing franchise fees via an act*

*bond action that allows pledging on a non-tax-generated revenue for Capital Improvement projects. Same thing as before and if you have any detailed questions to ask on the financing part then Steve is here to address those as well. He's been in conversation with Bond Council.*

*So, there's no order of importance here but I'm just going to start with Caraway Road project, and it's currently projected to consist of a five lane cross section to Latourette Drive. Roughly one quarter of a mile, then transition to a three-lane to Glenn Place. Depending on the bid price it's possible a five-lane could extend all the way to Glenn Place. But we're seeing, as Craig and I have been discussing over the last six months, the rising cost of that project. This allows for adequate dispersion from the current interstate interchange and accommodate planned improvements by ArDOT to that area. Now, let me explain with you on that. ArDOT has set aside, through the previous Alec Farmer, about \$30,000,000 in improvements for Capital Improvement projects on 555. The priority, of course, would be one Caraway Road and the other one is Southwest Drive. So, it's about \$15,000,000 that ArDOT would be making in that area. So again, our increased traffic is going to be critical in that area, but more importantly, the pedestrian infrastructure is needed as well. So, this project would include drainage improvements on a 10-foot pathway along the west side of the road. So, one side of the road would be the west side of the road. To anyone who has driven the area it is undeniable that this is a critical need for both traffic improvements and protection of extremely vulnerable pedestrian movements. One side of the road would offer a 10-mile multi-use trailway. So, our best estimate at this current time on the project is anywhere between \$5,000,000 to \$5,500,000.*

*So, I'll move on to the next one and at the end you can bring forward what you would like to see.*

*Now, we're going to discuss the construction of the new 9-1-1 Dispatch Center and Real-Time Intelligence Center. So, the experts, in my opinion, are in the room. We have Ronnie Sturch and we have Chief Elliot. And if you have imperative questions directly to them, I think they would be more than honored to answer those for you. And I hope many of you have seen our current 9-1-1 facility. And I will tell you, and I know some of you in this room, when emergency situations are called out you're out in the community for one need or another, and I have seen how Paragould's been able to operate and act because they do have a facility, a 9-1-1 facility, that is able to encompass what I would call the immediate needs of their community during a storm. And they were able to initiate very quickly a response from that center. We do not have that capability in the city of Jonesboro. I think it's important that we move ahead. We obviously have our federal partners, from Senator Bozeman, Senator Cotton, Congressman Crawford, who are very excited about this project as well, because it's also a regional. It is a county 9-1-1 and then the Real-Time Intelligence Center also helps facilitate for other communities. By the way, I want to say to Chief and his team, I noticed this past week that an individual was sentenced to 50 years imprisonment and if you read the story the last paragraph was said and due to the work of the Real-Time Crime Center. So folks, our investments are working. It's an undersized and end of life facility, the 9-1-1 center at the Justice Complex on Washington. I hope that each of you have or will visit the current 9-1-1 center. If you haven't, I challenge you to do so. You'll quickly note the lack of room for growth and your conversations, and our hardworking dispatchers will assure you that there is a need, and they deserve a facility that represents their commitment to public safety for residents in Jonesboro, businesses and our visitors. This facility would also supply needed expansion space for our Police Department, including housing of the Real-Time Intelligence Center that is currently contained in a single office space that houses three employees. Cost for*

construction is estimation at \$6,000,000, and the design spacing needs are based off a recent facility growth study conducted by Brackett and Krennerich Architect Firm. The bond would also include funding to purchase adjacent property to account for future police patrol operations to be housed on the same campus as police administration, detectives, mechanics shops and support services. Patrol is currently located on the same property as the Justice Complex in the old City Hall building that was constructed in 1957. It is important to recognize that approval of the bond is not approval of the land purchase. If terms are negotiated that merit council consideration, that contract would be presented via resolution soon after approval of the bond ordinance. Now Brian, correct me if I'm wrong, but that land purchase is in that \$6,000,000 figure. Is that correct or just outside that. Chief Administrative Officer Brian Richardson said, just outside that. Mayor Harold Copenhaver said, just outside that, ok.

The third project would be a significant investment in our pedestrian infrastructure. The location of the improvements have been selected based off recommendations from the Connectivity Committee. And I think many of y'all have heard that before and those are the same projects moving forward on the Connectivity Committee. The City Engineering Department has already worked closely with the Connectivity Committee to map out these future routes based off public need and connections on other pathways. The current funding request for this program would provide \$5,000,000 of new construction, not including more than \$1,000,000 for pedestrian improvements funded by the Caraway Road Project.

Any funding existing after the completion of the projects could be applied to further improvements that meet the criteria of the authorization resolution approved by council last year. There's a three-year window in which all funds must be appropriated and preferably spent after bonds are finalized. Furthermore, it is commonplace that if the bonds are approved then the second and third readings are waived in order to honor the market price promised by the bond investors.

While we have held multiple public forums in various locations about these specific projects, I do want to hold a public hearing once more before the items are presented to council for review. We plan to hold the meeting on May 20th. Representatives from Crews and Associates will be on hand to answer any additional questions you may have, as well as any other city employees and our architects as well that have been working on the designs for the Real-Time Intelligence Center. In order to make sure that we have adequately addressed your questions and desired information about any of these projects, I would like to ask this committee what they would like as far as informational packets, boards, graphics or statics to potentially have on hand at the public hearing, so thank you Mr. Chairman.

Chairman Joe Hafner said, alright thanks mayor.

Councilmember Dr. Charles Coleman said, I guess I'm going to make the same statement that I made before. The bond issue, to me in my mind, I really don't have a problem. What I have a problem with is why we're not trying to go ahead and do the new police station, number one. We haven't finished the shooting range stuff out there yet. Why is not all that included? It's kind of like going to the bank paying all your bills. You know, if we're going to get a bond why don't we just kick the bucket instead of kicking the other stuff down the road somewhere. Mayor Harold Copenhaver said, well, Steve will have that answer. And utilizing our franchise fees, we're limited to what we can do. Councilmember Dr. Charles Coleman said, and then the third thing, where's the \$20,000,000 for each councilmember? No, just kidding.

*Finance Department Director Steve Purtee approached the podium and said, I'll answer the first question. This is a revenue bond. It is specific to that revenue stream. Franchise fees. You'll recall that, you know, kind of going back through the recall of what we were working on. That's a revenue stream, call it about \$1,600,000. We're projecting that this bond debt service will be about \$1,000,000. So that's going to give us a coverage ratio of about \$1,200,000, that type of range, \$1,300,000, in that neighborhood. And so, it is specific to that revenue stream if you go farther on the bond with regard to the amount to be issued, it would get into general obligations at that point. Which would require a special tax or something to that effect, to support a general obligation bond. So, we're staying within the revenue stream that we have, being able to utilize that funding as a resource to do \$18,000,000 worth of projects. Councilmember Dr. Charles Coleman said, ok. I kind of understand that, but I guess, are these priorities, one, two, three, mayor, that we're going by or can they be moved around? Mayor Harold Copenhaver said, no, these are as far as, my conversations with council, these are the majorities of the priorities of the councilmembers in total. Now, when you mention the sports complex, one thing in particular is, I'm now having additional conversations with new leadership at Arkansas Game and Fish. We really need a partner in that complex when it comes to the funding ask before I come back to council. I think what you mentioned is that there are other revenue streams that we might be able to access to finish that project as it needs to be done. But it is not in this ask.*

*Councilmember Dr. Anthony Coleman said, mayor, two things. One, I would like to see your actual report, because I'm listening to it, you know, it's easier for me, I was a teacher by trade so seeing is helping me to understand as well as hearing it. Mayor Harold Copenhaver said, that's what I'm asking. Sure. Councilmember Dr. Anthony Coleman said, that's the first thing. Second, a couple of things because you mentioned about speaking with city councilmembers and so on and so forth, and I remember some precious discussions regarding number one the Caraway Road Project. And we had already passed some things as relates to drainage and so on and so forth. And we were told in that meeting that this drainage on that one side was included in this prior proposal that was presented to us. I know it's about a year ago now. Because specifically we asked about that versus the lanes and so on and so forth, if y'all can recall. It's number one because personally, I was not necessarily in agreement with the full five lane. The second thing was the 9-1-1 center and I do agree with Dr. Charles Coleman, my colleague, in regards to... I know 9-1-1 and having that resource is very important, but I'm saying I see this building and that building and that building and this building, we've got this property over here that's dilapidated and got all of this, and I'm just trying to see how this can all go into one instead of just doing one project each and not to sing the full plan. So, if I can have more understanding as it relates to that 9-1-1 center and that \$6,000,000, because I heard you say it doesn't include and I was confused what Brian said so... I'm just confused in all. Mayor Harold Copenhaver said, that's a great question and if you don't mind councilman I'll go ahead and kind of interject. It's a long range plan and so, again, you realize that our tax base is a one percent, and eventually to receive a full facility this is the intent to continue to build on this location to complete that process. Chief, you can speak a little more in detail. We've done building studies, we have Krennerich and Brackett that I mentioned earlier, we have that in full detail that we'll have at the meeting to show you. 9-1-1 center here, then as we grow this will be the next phase and etc.*

*Councilmember Dr. Charles Coleman said, before we go there, I need to finish something. I really agree with buying property especially for drainage. I've been on council long enough to know that we still have a super bad drainage, but we also have*

*a lot of other properties just sitting there, in my head doing nothing. Why we can't sell those to go toward some of these things that I'm talking about, like new police station, like the shooting range? Mayor Harold Copenhaver said, that's why I want the professional to answer your question.*

*Police Department Chief Rick Elliot approached the podium and said, all right, first let me start out, and I'm kind of speaking beyond the capacity of chief of police, but on this bond issue, if I'm not mistaken, the projects presented before you in this bond issue are projects that need to be completed within three years. Am I correct? So, we've got a three-year time frame. So, building a complete Police Department, which will be a two-story complex, would not be able to be completed in three years. Once this thing passes. I mean by the time we get it designed and everything done that's not a doable... I don't think it's doable. Now, the second part of this is, yes, we do have a master plan. It's like master plan on everything else we try to do. We take an area and forecast what we want, what we think we need. So, as the mayor said, Brackett and Krennerich did a spatial analysis on our current needs, and then they added projective growth for the next 20 years. So, we have current space square footage and what we're looking at 20 years down the road. And this is what we're looking at for this new facility for the Real-Time Crime Center and 9-1-1 is a 9,000 square foot facility. Which should accommodate this facility for the next 20 plus years. The same thing with the new Police Department, we took the current space of three buildings, look at it today, what's it going to look like as we grow for the next 20 years, and that's how we want to build. We need to build for the future and not for the present. In the past, some of the projects we've done in the past, we build for the present and then as soon as we move-in we're out of space. I am out of space in three buildings as we speak today. I cannot open up another division or anything else. I'm spaced out. So, the way we're looking at this project is in phases. We get this first phase in, yes, we can get this building built, get it up and running during this time frame of three years on this bond issue. And then hopefully come right after it or have the second plan of this building in place and ready to go. That funding stream between now and then can be worked out. But that plan with that conceptual of that building, architects and we've all sat down, it's a two-story complex. Yes, we do have a conceptual in mind. It's not a final layout, it's not blueprints, it's not anything, but we do have a conception of what that's going to look like joining the additional property there on Caraway. And I say Caraway because I don't want to rebuild down here on Washinton in a flood zone. Washinton, if you stand on Union and you stand on Flint Street and look it's a bowl. And it floods and when we get a big rain, our dumpsters will actually float over to Monroe Street. And if I build a building there, we can build a building up out of the flood plain zone, but I've got a fleet of cars I'll have to park there and they're all going to flood and wash away. Plus, I'm going to have to fence that whole block. If you want to move everything off of Caraway and you want to move it to one location, and that's what I'm trying to do is consolidate police services for efficiency into one location. If I vacated Caraway, we're going to drive the cost up, I'm going to move everything down here, then I'm going to fence that whole thing, so that's not appealing to our downtown area, what we're doing downtown, at all. You imagine all these police cars, the wrecked cars, and evidence and all this stuff taking up that whole block, and a two-story building. That is not appealing to our downtown area by any means. And then before you do that, you're going to have to fix the flooding problem that we know is \$15,000,000, \$20,000,000, \$30,000,000 to fix up the whole drainage system in that area. That was talked about years ago, according to Councilman Street, he brought that up awhile back. There was a study 10, 13 years ago that just to fix the drainage downtown is going to be that. Then you add that on top of the cost of building a \$20,000,000, \$30,000,000 new facility, then it's kind of cost prohibited. So, we're taking what we've got, which is a seismic facility, we're adding, in the vicinity next to it, consolidating police services. It's more secure, we're kind of*

*spread out. We're not right on top of the public. We're in a safer environment. Right now, I have concerns where we're at down there, everything is open, there's no security. So, I have current security needs as we speak and stand here today. Again, everybody's outgrown what they've got, and we're just trying to take this facility and either land it on the property or, you know, get this property purchased and start making the best use of it.*

*Councilmember Dr. Charles Coleman said, I don't have any problem with the 9-1-1. I think what you guys are trying to do to facilitate that is great. But, you know, you made a statement, and I've heard you make the statement several times about building down the road. And right now, it seems like we're not building down the road. We're building as is. And to me, that bothers me quite a bit. And once again, I'm repeating myself, you know, when we do have a lot of other property that we could probably get rid of, sell, or whatever, to go towards... I'm not sure that we have enough property, by the way, to facilitate that type of funds, but maybe that could add to some of the things we're trying to do, you know, instead of having all that stuff.*

*Chief Rick Elliot said, so, the property on Johnson has been for sale. Councilmember Dr. Charles Coleman said, yeah. Chief Rick Elliot said, so there's not... it's been for sale ever since. If we can get out of the property down here on Washington, we can obviously sell that to recoup our investment cost over here on Caraway. So, there is a, I say, we invest here and then recoup at some point down here. Because I think this property down on Washington, again, with redevelopment of downtown like it's going, I believe it would be very desirable. And I know years ago, I had a developer approach me and was wanting to look at it then for some development. So, I think it's appealing to a private developer more than it is for city use at this point. But again, I think we could recoup some of our money that we invest here. And, obviously, if we could sell whatever we got over on Johnson, that's just going back in the pot to offset all these expenses. Councilmember Dr. Charles Coleman said, well, I'm not totally disagreeing with everything that's being presented, because I think my first statement was that I have no problem with the bond issue. This is the first time I heard it's possible we'd have to have a tax added. We've got enough tax going as it is. But I guess, the growth of this town, the growth of this city and the speed that it's growing. Maybe some people are not looking at it, but this place is really crazy. And highways, you know, every day, you used to could drive to a place in five to six minutes. You can't hardly drive out of your house now, 15 minutes to go to the road. So, some of even our immediate streets need to be widened, you know, some stuff like that. He said how would that deter crime, well it will because you have more space. You have more people be able to watch people be able to look. But I just want to make sure from my perspective as a council person that we're doing the right thing, it's not going to bite us down the line. And once again, repeating myself, I always use the bank theory, if you're going to pay your bills pay them all. Don't have one lacking somewhere because the next thing you know you'll need something else to go along with that.*

*Mayor Harold Copenhaver said, so, Dr. Coleman, let me ask you. When it comes to the meeting on the 20th, what information would you like for us to provide the public? And I think we pretty well got a good idea. We have multiple locations, why are we choosing this one location? Councilmember Dr. Charles Coleman said, I think what you're doing is okay mayor. I want to make sure that's clear. But I think there needs to be some added statements made. If you tell me as a John Doe citizen that you're going to use this much money to do certain things, but then you need to add to what could happen in other places on down the line like a new police station total. Those type things the community wants to hear about it. They understand what we're doing as far as... And I've had a lot of people talk to me lately, more that I thought would talk to*

*me about the bond issue. And I said the same thing. They would ask, why would you vote for it, and I would say, well, we need an extension of a whole lot of things, just to be honest with you. And that's what I would say to keep from getting into a argument. But I would also go along with them when they say, well why don't we if we're going to do certain things why don't we make sure that we totally plan for the future not just keep talking about the future. Like some of the things we've done we just keep kicking some down the road. That's kind of hard for me to answer when somebody catches me in the corner. You know why you haven't done this. And that's basically that's what I'm saying. If you are going to make a presentation on the 20th, I think there needs to be a list that people could see of where the city might be going. Does that make sense to you? Mayor Harold Copenhaver said, sure. Chief Rick Elliot said, having that visual conception in place, I think, I agree with you, is very important, that this is what we're accomplishing with this money. This is where we're going to accomplish with whatever stream of money is coming next. It's important for everybody to have... to be able to visualize the same vision that we have. So, I mean, it's easy for me to stand up here and talk about it because I've done this, but I do want y'all and the public to realize that hey this is the master plan that we're laying out. So, we'll get with the architect and get those visuals for sure.*

*Chairman Joe Hafner said, yeah, one thing that was really neat with the Ridge Athletic Center was that virtual tour that you could do. I mean, you could really let me see what it was going to look like. I'm not saying go to that extreme, but like with this building kind of show us what's going to be added first, how it's going to look and then kind of the future after that like what the next steps would be. And like on the trails, you know that map when Andy was presenting that should here's our current trails, here's the proposed trails, here's the trails that this money would add, here's what Caraway Road would look like. I mean, do the visuals. That helps a whole lot. Councilmember Dr. Charles Coleman said, and I agree with you, because it's show and tell. Even though it might not happen on certain items. But one of the things that I've said for years on this council, our lack of presentation absolutely bothers me. It puts most councilmembers, except for John Street, in a bind for answering questions. But the presentation where people can see... it's kind of like a lot of people, I do house plans, people say well I don't know. Well, when you start doing 3D visuals all of a sudden, their eyes are wide open. It's right there in their face. Chief Rick Elliot said, it becomes more exciting. Councilmember Dr. Charles Coleman said, if you just talk about it... Mayor Harold Copenhaver said, sure. Chairman Joe Hafner said, like I said, that video for the sports complex The Rack, it was like holy moly. I mean it was... I mean I knew it was going to be really neat, then you see that video and you're like this is going to be incredible. Chief Rick Elliot said, I agree. Chairman Joe Hafner said, just the more information that we, the council, the public, can have to see what actually is going to result out of this... I mean the exciting thing is, I mean this should be exciting stuff, because this is stuff we've talked about for a long time and this revenue bond is going to allow us to get it done within the next three years. I mean that's very exciting to me, because we can sit up here and talk about things forever, and well we got to get this funding or get that funding. This is funding that we have available now to get things done within three years. And it's going to make this city look a lot different in three years from with this starts. I've been excited about the bond issue, you know, as we said before it needed to be tweaked a little bit, but Mayor Copenhaver and Brian and them know, I've been asking about this about every week for the last six months. You know, there's always going to be difference of opinion on some projects, but I feel that these are three very worthy projects myself.*

**Filed**

**7. PUBLIC COMMENTS**

**8. ADJOURNMENT**

**A motion was made by Brian Emison, seconded by Ann Williams, that this meeting be Adjourned. The motion PASSED with the following vote.**

**Aye:** 5 - Charles Coleman; Ann Williams; John Street; Brian Emison and Anthony Coleman

**Absent:** 1 - David McClain



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:048

---

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH MIRACLE KIDS UNLIMITED FOR SPONSORSHIP OF ONE ATHLETIC FIELD AT THE SOUTHSIDE SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, Miracle Kids Unlimited is seeking sponsorship recognition on a softball field at Southside Sports Complex;

WHEREAS, Miracle Kids Unlimited is sponsoring the field for the sum of \$7,500 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Miracle Kids Unlimited for the sponsorship of one field at Southside Sports Complex. A copy of said contract is attached as "Exhibit A."

SECTION 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 the agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT FOR SOFTBALL FIELD #7, LOCATED AT THE SOUTHSIDE SPORTS COMPLEX

This Agreement is made by and between **Miracle Kids Unlimited** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this **1<sup>st</sup> Day of June 2025** ("Effective Date").

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

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

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

**I. Term**

- a. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup> of May, 2030**.

**II. Sponsorship of Facilities**

- a. It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on a designated athletic field (**Softball Field #7**) at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- b. It is agreed between the parties that the SPONSOR shall pay over a period of **5 years** for the erected sign and sponsorship the total sum of **\$7,500**.

A sum of \$1,500 shall be paid on June 1, 2025  
A sum of \$1,500 shall be paid on July 1, 2026  
A sum of \$1,500 shall be paid on July 1, 2027  
A sum of \$1,500 shall be paid on July 1, 2028  
A sum of \$1,500 shall be paid on July 1, 2029

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional five years.
- d. It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for the SPONSOR's designated field (**Softball Field #7**). However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on the sponsored field.

### **III. Assign Ability and Exclusivity**

- a. This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

- e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

Miracle Kids Unlimited

By: Shelly Keller, Owner/CEO

Name: Shelly Keller

Title: Owner

Phone: 870-336-8100

Email: shellykeller@mymiraclekids.com

Date: May 8, 2025

CITY OF JONESBORO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
April Leggett, City Clerk



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

**File Number: RES-25:049**

---

**Agenda Date:**

**Version: 1**

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH ALL SCAPES IRRIGATION AND LAWN CARE, LLC FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, All Scapes Irrigation and Lawn care, LLC is seeking sponsorship recognition on a door at Southside Sports Complex;

WHEREAS, All Scapes Irrigation and Lawn care, LLC is sponsoring the field for the sum of \$1,300. for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with All Scapes Irrigation and Lawn care, LLC for the sponsorship of one field at Southside Sports Complex. A copy of said contract is attached as "Exhibit A."

SECTION 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 the agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT

### FOR A DOOR , LOCATED AT THE SOUTHSIDE SPORTS COMPLEX

This Agreement is made by and between **All Scapes, Irritagion and Lawncare LLC** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this **1<sup>st</sup> Day of June 2025** ("Effective Date").

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

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

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

#### I. Term

- a. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup> of December, 2030**.

#### II. Sponsorship of Facilities

- a. It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on a designated door at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- b. It is agreed between the parties that the SPONSOR shall pay over a period of **5 years** for the erected sign and sponsorship the total sum of **\$1300**.

A sum of \$500 shall be paid on April 25, 2025 - PAID

A sum of \$200 shall be paid on July 1, 2026

A sum of \$200 shall be paid on July 1, 2027

A sum of \$200 shall be paid on July 1, 2028

A sum of \$200 shall be paid on July 1, 2029

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional five years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for the SPONSOR's designated door (**Door Location**). However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on the sponsored field.

### **III. Assign Ability and Exclusivity**

- a. This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

- e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

**Sponsor Name:**

By: Allscapes Irrigation + Lawn care LLC

Name: Trey McKee

Title: owner

Phone: 870-819-1315

Email: trey@allscapes.org

Date: 04-25-2025

*Trey McKee*

CITY OF JONESBORO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

April Leggett, City Clerk

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH **ALL SCAPES IRRIGATION AND LAWNCARE LLC.** FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, **All Scapes Irrigation and Lawncare LLC.** is seeking sponsorship recognition on a door at Southside Sports Complex;

WHEREAS, **All Scapes Irrigation and Lawncare LLC.** is sponsoring the field for the sum of \$1,300. for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with **All Scapes Irrigation and Lawncare LLC.** for the sponsorship of one field at Southside Sports Complex. A copy of said contract is attached as "Exhibit A."

SECTION 2: The Mayor, Harold Copenhaver, and City Clerk, April Legget are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:050

---

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH CLINE ENVIRONMENTAL, INC. FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, Cline Environmental, Inc. is seeking sponsorship recognition on a door at Southside Sports Complex;

WHEREAS, Cline Environmental, Inc. is sponsoring the field for the sum of \$1,300 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Cline Environmental, Inc. for the sponsorship of one field at Southside Sports Complex. A copy of said contract is attached as "Exhibit A."

SECTION 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 the agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT

### FOR A DOOR, LOCATED AT THE SOUTHSIDE SPORTS COMPLEX

This Agreement is made by and between **Cline Environmental** ("SPONSOR") and the City of Jonesboro Parks and Recreation Department ("CITY"), on this **1<sup>st</sup> Day of June 2025** ("Effective Date").

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

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

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

#### I. Term

- a. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup> of December, 2030**.

#### II. Sponsorship of Facilities

- a. It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR's name shall be put on a sign to be erected on a designated door at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- b. It is agreed between the parties that the SPONSOR shall pay over a period of **5 years** for the erected sign and sponsorship the total sum of **\$1300**.

A sum of \$500 shall be paid on April 28, 2025 - PAID

A sum of \$200 shall be paid on July 1, 2026

A sum of \$200 shall be paid on July 1, 2027

A sum of \$200 shall be paid on July 1, 2028

A sum of \$200 shall be paid on July 1, 2029

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional five years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for the SPONSOR's designated door (**Door Location**). However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on the sponsored field.

### **III. Assign Ability and Exclusivity**

- a. This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

- e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

**Sponsor Name:**

By: Cline Environmental

Name: Brad Cline

Title: Owner

Phone: 870 - 935 - 4466

Email: agraham@clineenvironmental.com

Date: 4-28-25

CITY OF JONESBORO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

April Leggett, City Clerk

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH **CLINE ENVIRONMENTAL, INC.** FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, **Cline Environmental, Inc.** is seeking sponsorship recognition on a door at Southside Sports Complex;

WHEREAS, **Cline Environmental, Inc.** is sponsoring the field for the sum of \$1,300. for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with **Cline Environmental, Inc.** for the sponsorship of one field at Southside Sports Complex. A copy of said contract is attached as "Exhibit A."

SECTION 2: The Mayor, Harold Copenhaver, and City Clerk, April Legget are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:051

---

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH  
XPT-EXTREME PERFORMANCE TRAINING FOR SPONSORSHIP OF ONE DOOR AT  
THE SOUTHSIDE SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, XPT-Extreme Performance Training is seeking sponsorship recognition on a door at Southside Sports Complex;

WHEREAS, XPT-Extreme Performance Training is sponsoring the field for the sum of \$1,300 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with XPT- Extreme Performance Training for the sponsorship of one field at Southside Sports Complex. A copy of said contract is attached as "Exhibit A."

SECTION 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 the agreement.

# EXHIBIT A

## SPONSORSHIP AGREEMENT

### FOR A DOOR, LOCATED AT THE SOUTHSIDE SPORTS COMPLEX

This Agreement is made by and between **XPT – Extreme Performance Training** (“SPONSOR”) and the City of Jonesboro Parks and Recreation Department (“CITY”), on this **1<sup>st</sup> Day of June 2025** (“Effective Date”).

WHEREAS, the CITY is the owner of that certain public park amenities known as the “Southside Softball Complex”, hereafter referred to as “Facilities”; and

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

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

#### I. Term

- a. This agreement is for a period of **(5) years** commencing on the Effective Date and ending at midnight on the **31<sup>st</sup> of December, 2030**.

#### II. Sponsorship of Facilities

- a. It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR’s name shall be put on a sign to be erected on a designated door at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- b. It is agreed between the parties that the SPONSOR shall pay over a period of **5 years** for the erected sign and sponsorship the total sum of **\$1300**.

A sum of \$500 shall be paid on May 13, 2025 - PAID

A sum of \$200 shall be paid on July 1, 2026

A sum of \$200 shall be paid on July 1, 2027

A sum of \$200 shall be paid on July 1, 2028

A sum of \$200 shall be paid on July 1, 2029

- c. It is agreed between the CITY and the SPONSOR that the SPONSOR shall have the option to renew this agreement for an additional five years.
- d. It agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove the SPONSOR's sign and obtain a new sponsor in the event of failure of payment on the part of the SPONSOR.
- e. It is agreed between the parties that the CITY will furnish a 2.5' x 14' sign to be erected for the SPONSOR's designated door (**Door Location**). However, it shall be the responsibility of the SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- f. It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on the sponsored field.

### **III. Assign Ability and Exclusivity**

- a. This agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

### **IV. Miscellaneous Provisions**

- a. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- c. Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

- e. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

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

**Sponsor Name:**

By: XPT - Xtreme Performance Training

Name: Heather Brand

Title: owner

Phone: 870-897-3087

Email: xtremepformance2022@gmail.com

Date: 5-13-25

CITY OF JONESBORO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

April Leggett, City Clerk

A RESOLUTION OF THE CITY OF JONESBORO, AR TO CONTRACT WITH **XPT – Extreme Performance Training** FOR SPONSORSHIP OF ONE DOOR AT THE SOUTHSIDE SPORTS COMPLEX

WHEREAS, the City of Jonesboro owns and maintains Southside Sports Complex located at 5301 Stadium Blvd;

WHEREAS, **XPT – Extreme Performance Training** is seeking sponsorship recognition on a door at Southside Sports Complex;

WHEREAS, **XPT – Extreme Performance Training** is sponsoring the field for the sum of \$1,300. for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with **XPT – Extreme Performance Training** for the sponsorship of one field at Southside Sports Complex. A copy of said contract is attached as “Exhibit A.”

SECTION 2: The Mayor, Harold Copenhaver, and City Clerk, April Legget are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:053

---

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO A JOINT AGREEMENT OF UNDERSTANDING WITH THE TRAINFO CORPORATION AND THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR THE TRAINFO MOBILITY IMPLEMENTATION PROJECT (JOB 101237)

WHEREAS, the City of Jonesboro and the TRAINFO Corporation has expressed interest in partnering with the Arkansas Department of Transportation in a pilot project using rail crossing technology to study the impacts on rail highway safety, traffic congestion, and 911 emergency response times in the Jonesboro metropolitan area;

WHEREAS, the FHWA Rail-Highway Crossing Safety Program administered by ArDOT has no match requirements and will be funded at 100% Federal-aid funds;

WHEREAS, an oversight committee will be established to help guide the Project with representatives from the ArDOT, the City, and FHWA;

WHEREAS, the City and the TRAINFO Corporation know of no legal impediments to the completion of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third-party benefit or right in any person or entity, not a party to this agreement.

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

SECTION 1: The City of Jonesboro will enter into a joint Agreement of Understanding with the TRAINFO Corporation and the Arkansas Department of Transportation for the TRAINFO Mobility Implementation project (Job 101237).

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



**AGREEMENT OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF JONESBORO**

**AND**

**THE TRAINFO CORPORATION**

**AND**

**THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

In Cooperation with the  
U.S. Department of Transportation Federal Highway Administration

**RELATIVE TO:**

Development and Implementation of a joint pilot project between the City of Jonesboro, the TRAINFO Corporation, and the Arkansas Department of Transportation under **Job 101237, TRAINFO Mobility Implementation (Jonesboro) (S)** (hereinafter called the “Project”) to utilize new and innovative rail crossing technology funded by the Federal Highway Administration’s (FHWA) Rail-Highway Crossing Safety Program.

**WHEREAS**, the City of Jonesboro (hereinafter called the “City”) and the TRAINFO Corporation (hereinafter called the “Company”) has expressed interest in partnering with the Arkansas Department of Transportation (hereinafter called the “Department”) in a pilot project using rail crossing technology to study the impacts on rail highway safety, traffic congestion, and 911 emergency response times in the Jonesboro metropolitan area; and

**WHEREAS**, the FHWA Rail-Highway Crossing Safety Program administered by the Department has no match requirements and will be funded at 100% Federal-aid funds; and

**WHEREAS**, an oversight committee will be established to help guide the Project with representatives from the Department, the City, and FHWA; and

**WHEREAS**, the City and the Company know of no legal impediments to the completion of the Project; and

**WHEREAS**, Arkansas State Highway Commission Minute Order **2024-063** has authorized the Director to enter into any necessary agreements with the City and the Company for the Project; and

**WHEREAS**, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third-party benefit or right in any person or entity, not a party to this agreement.

**IT IS HEREBY AGREED** that the City, the Company, and the Department, in cooperation with the FHWA, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

**THE CITY WILL:**

1. Notify the Department in writing who the City's designates as its full-time employee to be in responsible charge of the day-to-day oversight of the Project. The duties and functions of this person are:
  - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, and scope of Federal-aid projects;
  - Maintain familiarity of day-to-day project operations;
  - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
  - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - Direct project staff, City or consultant, to carry out project administration and contract oversight, including proper documentation; and
  - Be aware of the qualifications, assignments and on-the-job performance of the City and consultant staff at all stages of the project.
2. Provide a representative to sit on an established oversight committee that shall review all results and implementation of any findings for a period of five years.
3. Assist in detailing the project scope and any changes in that scope, review all work products and exercise project oversight for a period of five years.
4. Prior to executing the work, submit change orders or supplemental agreements to the Department for review and approval for program eligibility.
5. Ensure that TRAINFO software successfully integrates with local 911 emergency services software.
6. Ensure that electrical power is supplied to all non-solar equipment for a period of five years.
7. Ensure that scheduled updates to software and maintenance of equipment is implemented and maintained for a period of five years.
8. Assume all maintenance and assume ownership of all equipment after a period of five years.
9. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
  - sell, transfer, or otherwise abandon any portion of the Project; change the intended use of the Project as approved;
  - make significant alterations to any improvements constructed with Federal-aid funds; or, cease maintenance or operation of a project due to Project's obsolescence.

10. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.
11. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation

#### **THE COMPANY WILL:**

1. Ensure all deliverables are supplied and addressed according to **Attachment A**: the TRAINFO Mobility proposal submitted to the City of Jonesboro on October 3, 2024 (hereinafter called the "Proposal").
2. Ensure all aspects of the service level agreement are satisfied according to Appendix B: Service Level Agreement of the Proposal.
3. Adhere to pricing according to Appendix D: Price Summary of the Proposal. Any price changes must be reviewed and approved in advance by Department staff.
4. Ensure the requirements of Appendix E: Rail Crossing Information System Spec. of the Proposal are delivered and addressed as proposed.
5. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Company, including any act of omission, neglect or misconduct of said Company. Further, the Company shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.
6. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49

of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

**THE DEPARTMENT WILL:**

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Provide a representative to sit on an established oversight committee that shall review all results and implementation of any findings for a period of five years.
3. Assist in detailing the project scope and any changes in that scope, review all work products and exercise project oversight for a period of five years.
4. Make all payments directly to the Company for its work and related equipment utilized on the Project.
5. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for certification of all work in accordance with the contract.
6. Retain all records relating to inspection and certification, billing statements, and any other files necessary to document the performance and completion of work.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Agreement of Understanding between:

The City of Jonesboro and, the TRAINFO Corporation, and the Arkansas Department of Transportation relative to:

Development and implementation of the TRAINFO Mobility Implementation Project.

Signatories

**THE CITY OF JONESBORO**

\_\_\_\_\_  
Harold Copenhaver  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carol Duncan  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
April Leggett  
City Clerk

\_\_\_\_\_  
Date

Agreement of Understanding between:

The City of Jonesboro and, the TRAINFO Corporation, and the Arkansas Department of Transportation relative to:

Development and implementation of the TRAINFO Mobility Implementation Project.

Signatories

**TRAINFO Corporation**

---

Neil Ternowetsy  
CTO

---

Date

Agreement of Understanding between:

The City of Jonesboro the TRAINFO Corporation, and the Arkansas Department of Transportation relative to:

Development and implementation of the TRAINFO Mobility Implementation Project.

Signatories

**Arkansas Department of Transportation**

\_\_\_\_\_  
Jared D. Wiley, P.E.  
Director

\_\_\_\_\_  
Date

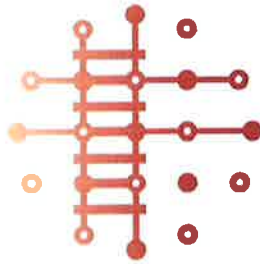
**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**NOTICE OF NONDISCRIMINATION**

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: [joanna.mcfadden@ardot.gov](mailto:joanna.mcfadden@ardot.gov).

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.



# TRAINFO

Proposal Title

TRAINFO Mobility

Submitted To

City of Jonesboro, AR

Submission Date

October 3, 2024

Submission By

TRAINFO Corp.  
1465 Buffalo Place  
Winnipeg MB – R3T 1L8  
Ph. 1-888-572-7746



CONTENTS

Introduction ..... 3

Background & Need ..... 3

Proposed Solution..... 3

Deliverables ..... 5

Project and Fee Schedule ..... 6

Appendix A: Definitions ..... 7

Appendix B: Service Level Agreement ..... 9

    Agreement Overview ..... 9

    Objective & Goals ..... 9

    Periodic Review..... 9

    Service Agreement..... 9

    Service Scope ..... 9

        Customer Requirements ..... 10

        TRAINFO Requirements ..... 11

        Change Management ..... 11

    Service Management ..... 12

        Service Availability ..... 12

        Service Response Times..... 12

        Service Targets and Reporting ..... 13

Appendix D: Price Summary ..... 14

Appendix E: RAIL CROSSING INFORMATION SYSTEM Spec..... 17

    DESCRIPTION ..... 17

    SENSOR ..... 17

    SOFTWARE ..... 17

    INSTALLATION, TESTING AND SUPPORT..... 18

    WARRANTY ..... 18

    TRAINING ..... 18

    PERFORMANCE / FUNCTIONAL REQUIREMENTS..... 18

CONFIDENTIALITY STATEMENT

*This proposal contains information that is proprietary to, and is the property of, TRAINFO Corporation and/or its subcontractors. This proposal and its contents are confidential and shall not be transferred or communicated to any third parties without the prior written consent of TRAINFO Corporation.*



## INTRODUCTION

This document summarizes the proposed approach for the City of Jonesboro to deploy TRAINFO Mobility. Upon acceptance of the proposal, it will serve as the general terms for the TRAINFO deployment between the City of Jonesboro and TRAINFO.

## BACKGROUND & NEED

With over 50 rail crossings, the City of Jonesboro experiences significant traffic problems surrounding these crossings. The crossings are active more than 800 times per-day resulting in over 5,000 vehicles being delayed per-day with close to 300 hours of delay experienced (Figure 1). To address the traffic problems at grade crossings, the city is evaluating deploying TRAINFO Mobility.

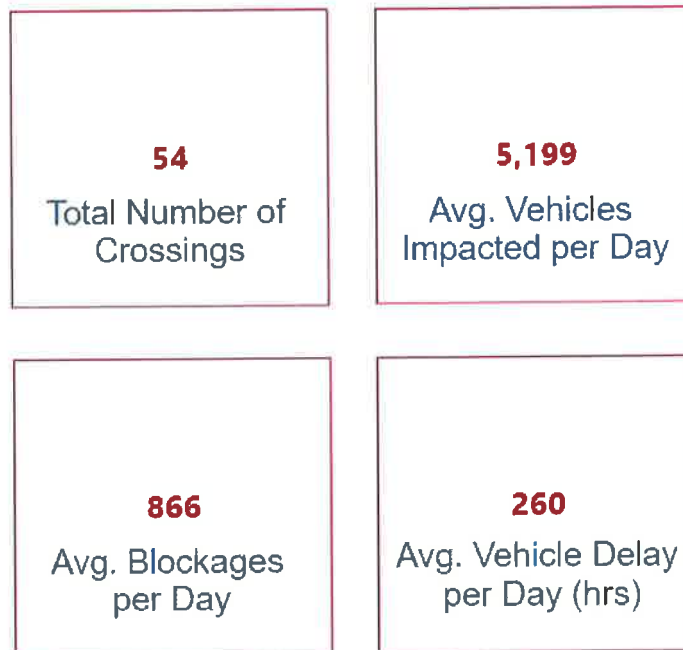


Figure 1: Crossing Statistics for City of Jonesboro

## PROPOSED SOLUTION

With its demonstrated ability to reduce traffic delay by over 30% and vehicle interactions with crossings by more than 20%, TRAINFO is proposing its Mobility solution to produce *Crossing Prediction* information. The information will be fed into strategically placed flashing beacons and DMS boards to inform motorists of the activity at the crossings and help them to route away and ultimately reduce the interactions of vehicle with active crossings. While not presently scoped, the Mobility solution will also allow the city to push data to their 911 systems, Waze and anywhere else they may choose. In addition, TRAINFO Mobility comes with Blockage Insights and Response Intelligence; these features of the TRAINFO Mobility will serve in providing analysis to support the development of grant applications. Figure 2 shows the equipment locations for the solution, while Table 1 details the information being produced for each crossing.

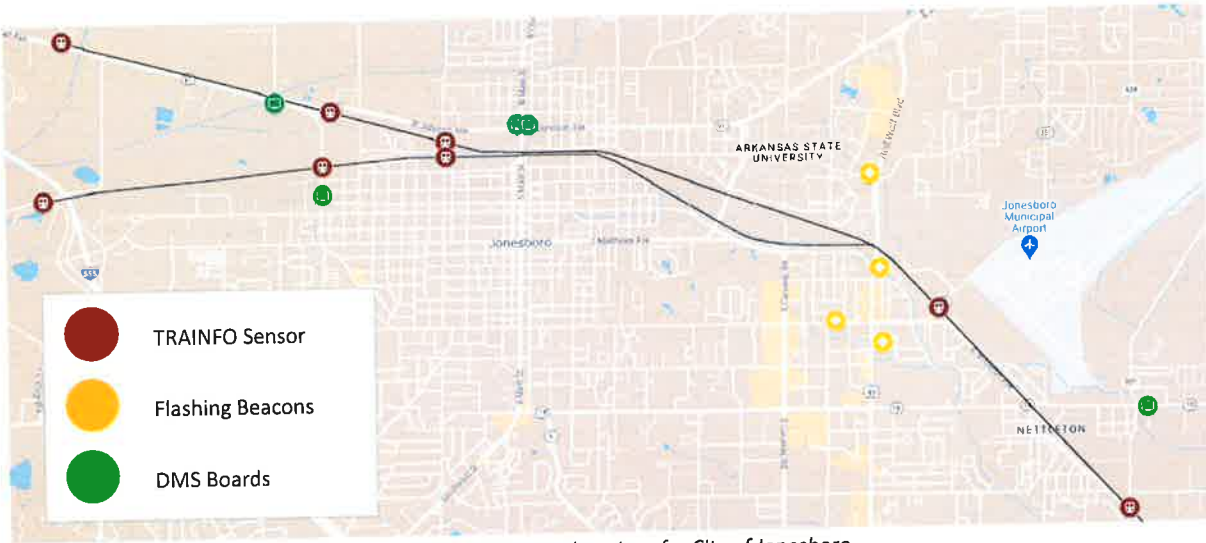


Figure 2: Equipment locations for City of Jonesboro

Table 1: Description of the information uses

Crossing	Information	Integrations	Notes
Hanson Road	Crossing Prediction	DMS	Used to predict movements to Dan Ave crossing.
Dan Ave	Crossing Prediction	DMS	Prediction lead for movements from the West is expected to be roughly 3-minutes. Prediction lead for movements from the East is expected to be under 2-minutes.  Due to the near by proximity of switches and turnouts, there is an increased risk of non-continuous train movements. These movements will not be predicted but will be identified.
N Culberhouse St	Crossing Prediction	DMS	Used to predict movements to Dan Ave crossing.
W Parker Rd	Crossing Prediction	DMS	Used to predict movements to S Gee St crossing.
S Gee St	Crossing Prediction	DMS	Prediction lead for movements from the West is expected to be roughly 3-minutes. Prediction lead for movements from the East is expected to be under 2-minutes.  Due to the near by proximity of switches and turnouts, there is an increased risk of non-continuous train movements. These movements will not be predicted but will be identified.
S Culberhouse St	Crossing Prediction	DMS	Prediction lead for movements from the West is expected to be roughly 3-minutes. Prediction lead for movements from the East is expected to be under 2-minutes.  Due to the near by proximity of switches and turnouts, there is an increased risk of non-continuous train movements. These movements will not be predicted but will be identified.
Airport Rd	Crossing Status	DMS	NA
Industrial Dr	Crossing Status	DMS	NA



## DELIVERABLES

To provide the solution detailed in Figure 2, TRAINFO will supply the deliverables detailed in Table 2.

**Table 2: TRAINFO Deliverables**

Item	Description	Quantity
TRAINFO Sensors – with camera module	TRAINFO sensor to collect rail crossing activity data (See Figure 2 for locations).	7 Sensors
TRAINFO Sensor Solar – with camera module	TRAINFO sensor to collect rail crossing activity data (See Figure 2 for locations).	1 Sensors
Ver-Mac - Full Matrix DMS - 45"X 80" - Permanent (B-548)	AC Ver-Mac Mini Full Matrix Sign, Semi Permanent 45" x 80" display panel, 30 x 56 pixels V-Touch NTCIP Touchscreen Controller No batteries, No Solar. Includes power hook up and Z-mounting brackets	5 Boards
Solar & Battery Kit - DMS Boards  (OPT-MS-PERM-SOLAR)	Panels, brackets and charge controller for permanent install DMS boards	3 Kits
Flashing Beacon - Solar Power  (B-FLASHER SOLAR)	Solar control box with batteries (2 or 4 stealth) IX30 modem Webrelay 1 flashing beacon	2 Beacons
Flashing Beacon - AC Power  (B-Flasher AC)	B-Flasher AC AC control box IX30 modem Webrelay 1 flashing beacon	2 Beacons
Data Plans	Data plans for new TRAINFO sensors.	8 plans for 5-year
Tier 2 County License*	The Tier 3 County License - Minimum 6 TRAINFO Sensors and maximum of 10 TRAINFO Sensors - Includes DMS, 911 and Waze integration. Allows City of Jonesboro to produce information for the specified licensed crossings detailed in Table 1. The license will allow the city to share the produced data with any agency within the county and integrate into an 3 <sup>rd</sup> party system willing to integrate.	5-year**

\*License tiers can be seen in the Appendix A of this document



## PROJECT AND FEE SCHEDULE

TRAINFO will deliver the proposed project following the schedule detailed in Table 3. Table 4 details the fee schedule required to deliver the project.

**Table 3: Deployment Schedule**

Task	Description	Owner	Start Week	Duration (weeks)*
1	Contract Initiated	City of Jonesboro	0	0
2	Kick-off Meeting	City of Jonesboro and TRAINFO	1	1
3	Technical Install Meeting	City of Jonesboro and TRAINFO	2	1
4	Deliver TRAINFO Sensors	TRAINFO	1	3
5	Deliver DMS Boards and Beacons	TRAINFO	1	8
6	Install Hardware – TRAINFO Sensors	City of Jonesboro	4	2
7	Install Hardware – DMS Boards	City of Jonesboro	9	4
8	System Calibration	TRAINFO	6	7
9	License Activated	TRAINFO	13	1
10	Transition to Support	TRAINFO	13	2

\*Duration to be determined by Task Owner

**Table 4: Fee and Payment Schedule**

Milestone	Description	Amount Due	Weeks After Contract
1	Delivered TRAINFO Sensors	\$118,465	4
2	Delivered DMS Boards Sensors	\$134,000	9
3	Activate License*	\$92,000	15

\*5 years of license is being purchased



## APPENDIX A: DEFINITIONS

**Blockage Insights** – TRAINFO proprietary methods for summarizing Rail Crossing Blockages.

**Bluetooth Sensor** – this is a sensor that is installed along a roadway to uniquely identify Bluetooth devices and determine the time that the device passed the sensor. When multiple sensors are installed along a roadway the travel time between sensors can be calculated.

**Continuous Movements** - A train traveling at a relatively continuous velocity near the max speed who is likely moving through a crossing.

**Data Plan** – a cellular data plan including a SIM card that is used to wirelessly transmit data from Train Detection Sensors and Bluetooth Sensors.

**Data Portal** – this is a website hosted by TRAINFO which provides the results of the Traffic Delay Study, including data and information about Rail Crossing Blockages and Travel Time Delays.

**Information** – the type of information produced in real-time that will be produced for a given crossing. Three classes of information exist:

- **Crossing Status** – the status of the crossing (i.e., active, or clear).
- **Crossing Prediction** – the information included in Crossing Status, but also includes predictions for when the crossing is expected to be occupied and for how long. Predictions only apply for trains with Continuous Movements.
- **Congestion Analytics** -the information included in Crossing Status, but also includes detail statistics on vehicle delay
- **Traffic Prediction** – the information included in Crossing Prediction, but also includes predictions on the travel time vehicles will expect to experience from a train with Continuous Movements until the queue recovers from the event.

**Integrations** – the integration of the data produced of by TRAINFO into external systems. Classes of integrations can include:

- **ATMS** – integration into automated traffic management systems for the purposes of managing traffic signal response plans
- **EMS** – integration into a system used by emergency (i.e. Computer Aided Dispatch software and tactical map) to provide situational awareness in the emergency response process.
- **DMS** – Broad term to describe the integration into a sign (i.e., beacons and dynamic message signs) management system.

**Non-Continuous Movements** – A train whose movement is unpredictable and there is little certainty of it moving with any continuity through the crossing. Trains exhibiting non-continuous movements are typically one performing switching, stopping, and shunting movements.

**Rail Crossing Blockage** – anytime it is illegal for a vehicle to traverse a rail crossing. This includes instances when flashing lights, bells, and gates are activated or when a rail vehicle is occupying the rail crossing.

**Rail Crossing Location** – the point where a roadway and railway intersect as uniquely identified by the Federal Rail Crossing Inventory Database.

**System Maintenance and Support** – Service provided by TRAINFO to support and maintain the deployments for a given customer.

# ATTACHMENT A



Proposal for City of Jonesboro

Train Detection Sensor – this is TRAINFO's proprietary device that is installed next to rail crossings to determine when the crossing is blocked.

TRAINFO City/County License – an annual subscription for all departments within an agency to use TRAINFO's in accordance with the integrations purchased. The licensed has a tiered cost structure dependant on the number of TRAINFO sensors being deployed; the tiers are as follows:

Tier	Min # of Sensors	Max # of Sensors	Annual Cost
1	1	1	\$10,000
2	2	5	\$18,000
3	6	10	\$26,000
4	11	15	\$34,000
5	16	20	\$42,000
6	21	Unlimited	\$50,000

Travel Time Data – data sets that show the travel-time between a predefined origin and destination at a per-vehicles trip level.



## APPENDIX B: SERVICE LEVEL AGREEMENT

### Agreement Overview

This Agreement outlines the parameters of all services covered as they are mutually understood by the stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders, or until the customer no longer holds a valid TRAINFO license.

### Objective & Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of information.

The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

### Periodic Review

This Agreement is valid from the contract execution date and is valid while the customer has an active TRAINFO license. This Agreement should be reviewed at a minimum once per year; however, in lieu of a review during any period specified, the current SLA will remain in effect.

The TRAINFO Account Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

### Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### Service Scope

The following describes the services provided for each product category TRAINFO Corp. provides. Please note, some services may be limited if the customers have opted out of any standard service item. Any items the customer has opted out of are noted in the *Deliverables* section of this proposal. In addition, service is limited to the following items and does not include third-party components sourced for the customer (i.e., Bluetooth sensors and DMS boards):

- TRAINFO Sensors
- TRAINFO County License
- TRAINFO software integrations



### TRAINFO County License

License for use of the TRAINFO System to process sensor (train detection and Bluetooth) data to produce the following predictions:

- Predicted arrival time of a blockage at a crossing
- Predicted duration of a blockage at a crossing
- Predicted impact of blockages to traffic

Information produced is dependant on the availability of data to produce the information as dictated by the sensors installed and/or data provided by the Customer.

In addition, the license includes:

- Access to the TRAINFO data portal to review all data analysis.
- System configuration and remote deployment support for local installation.
- Cloud hosting of data for local installation (GovCloud (US-West) Region and backup running in GovCloud (US-East) Region).
- Implementation of sensor and server software version updates.
- Access to all API's and integrations developed by TRAINFO, as noted in the Deliverables section of the proposal.
- The ability to cost share a license between any agency within a geographical county at no additional cost so long as any additional crossings don't exceed the license tier detailed in the Deliverables section of this proposal.

### Customer Requirements

**Customer** responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval
- Allow TRAINFO the use of customer corporate logos in TRAINFO content (i.e., press releases, websites, and case studies) for the purpose of announcing contracts, presenting benefits of the TRAINFO solution and other like cases.
- Provision of necessary traffic count data
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Provision of Tier 1 support. Tier 1 support is defined as the local support of all physical system equipment. Support items include, but are not limited to the following:
  - Installing equipment
  - Providing onsite support to troubleshoot hardware issues with a remote TRAINFO Tier 2 support representative.
  - Replacing equipment when necessary



## TRAINFO Requirements

TRAINFO's responsibilities and/or requirements in support of this Agreement include:

- Meet response times associated with service-related incidents.
- Provide appropriate notification to Customer for all scheduled maintenance. Appropriate notification is detailed in Table 4.
- Remote management and monitoring of the TRAINFO system (i.e., sensors and servers)
- Monitor and approve machine learning generated profiles
- System configuration and remote deployment support for local installation
- Provide Tier 2 support. Tier 2 support is defined as the remote support and response to all incidents causing service disruptions and degradation. Tier 2 support consists of remotely resolving Incidents and coordinating Tier 1 support to resolve Incidents.

## Change Management

TRAINFO Corp will implement system changes as required to ensure the provision of service for the duration of the engagement with the Customer. System changes are those items that require updates to the system infrastructure as a result of identified system Problems, definition of new requirements, and necessary maintenance. A description of the category of changes to expect as well as the associated scheduling and communication are outlined within Table 4.

**Table 4: Description, Scheduling, and Communication of Expected Change Categories**

	Description	Schedule	Communication
<b>Regular Change</b>	Regular system upgrades and maintenance (i.e., patch updates to sensors and server).	Friday evenings through to Saturday mornings from 11:00pm to 5:00am CDT/CST.	48 hours in advance of change.
<b>Coordinated Change</b>	Changes that require Tier 1 support.	Coordinated with the Customer.	2 weeks in advance of change.
<b>Emergency Changes</b>	Emergency Changes to resolve imminent system failures.	Implemented at TRAINFO's discretion.	Communicated to the Customer upon completion.



## Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability and service response times.

### Service Availability

Service availability identifies those periods where TRAINFO support is available to provide service. Table 5 describes the availability periods and the means to contact support.

**Table 5: Service Availability Details**

Service Availability	Telephone Support	Email Support
Monday to Friday (does not include Canadian holidays) 8:00am CDT/CST – 6:00pm CDT/CST	1-888-572-7746 ext. 1	support@trainfo.ca

### Service Response Times

TRAINFO's service response times outline targets TRAINFO strives to achieve in terms of its response times to the reporting of Incident from customers and the submission of their requests. Incidents are identified as unexpected events causing degradation or disruption to service. Requests inquiries for non-failure related items, i.e., training requests, addition of new users to the data portal, and so on. Table 6 outlines TRAINFO's service response times.

**Table 6: Service Response Times by Priority**

Priority	Response Time (During Service Availability Periods)	Definition
High	Less than 8 Hours*	Incidents that are causing disruption to services.
Medium	Less than 48 Hours**	Incidents that are causing degradation to services.
Low	Less than 4 Days**	Service requests.

\*During service availability hours  
\*\*Business days occurring during service availability hours



### Service Targets and Reporting

TRAINFO's service targets and the reporting of its performance against those targets is done to ensure customer needs are being met. Performance reporting is conducted on an annual basis during the SLA annual review. TRAINFO's service targets and penalties associated to not achieving those targets are outlined in Table 7.

**Table 7: Service Performance Targets and Associated Penalties**

Support Type	Priority	Performance Target	Penalties
Incidents	High	Respond to all support inquiries within noted response time 95% of the time for no less than 10 months of the year.	10% discount on annual license fee or future software purchases.
	Medium	Respond to all support inquiries within noted response time 90% of the time for no less than 10 months of the year.	5% discount on annual license fee or future software purchases.
Requests	Low	Respond to all support inquiries within noted response time 90% of the time for no less than 10 months of the year.	5% discount on annual license fee or future software purchases.



APPENDIX D: PRICE SUMMARY



City of Jonesboro AR - Full Scope 5 year of service

City of Jonesboro AR  
300 South Church Street  
City of Jonesboro AR United States  
72401

TRAINFO  
1465 Buffalo P  
  
Winnipeg, Manitoba R3T 1L8  
Canada

Ronnie Sturch  
rsturch@jonesboro.org  
+18703367199

Prepared by: Neil Ternowetsky  
"Chief Technology Officer"  
neil.ternowetsky@trainfo.ca

Martin Hamrick  
mhamrick@jonesboro.org  
870-932-2428

Craig Light  
clight@jonesboro.org  
870-932-2438

Reference: 20240612-104213335  
Quote created: June 12, 2024  
Quote expires: November 29, 2024

Total \$252,465.00

# ATTACHMENT A



Proposal for City of Jonesboro

PRODUCTS & SERVICES	QUANTITY	PRICE
TRAINFO Sensor-Solar	7	\$69,965.00 for 5 years
TRAINFO Sensor-Base	1	\$7,900.00 for 5 years
TRAINFO Camera Module	8	\$16,000.00 for 5 years
Shipping	8	\$1,600.00 for 5 years
County License - Tier 3 (6-10 sensors)	1	\$18,200.00 / year after 30% discount for 5 years
Data Plans	8	\$4,800.00 / year for 5 years
Flashing Beacon - Solar Power	2	\$20,000.00 for 5 years
Flashing Beacon - AC Power	2	\$14,000.00 for 5 years
Beacon Shipping	4	\$2,000.00 for 5 years
Solar Panel and Mount - Beacon kit	2	\$2,000.00 for 5 years
Ver-Mac - Full Matrix DMS - 45"X 80" - Permanent	5	\$75,000.00 for 5 years
Solar & Battery Kit - DMS Boards	3	\$13,500.00 for 5 years
DMS Shipping	5	\$7,500.00 for 5 years

ATTACHMENT A



Proposal for City of Jonesboro

SUMMARY		
Annual subtotal		\$23,000.00 after \$7,800.00 discount
One-time subtotal		\$229,465.00
Total		\$252,465.00
Total contract value		\$344,465.00
Comments		
Purchase terms		

## APPENDIX E: RAIL CROSSING INFORMATION SYSTEM SPEC

### DESCRIPTION

- The rail crossing information system will accurately detect a train's arrival, develop historical trends to predict train arrival, provide historical analytics, and interface with existing systems like traffic management centers, roadside signs, and emergency dispatchers.
- This system shall consist of furnishing, installing, and integrating a system to monitor the status of rail-crossings. The system shall not require a hardwired interface to the railroad signal controller.
- The system shall be capable of identifying the current status of a railroad crossing, specifically whether the warning devices are active or inactive. The system shall be capable of triggering a status message within  $\pm 5$  seconds of a warning device status change from active to inactive or from inactive to active. The system shall maintain a history of detected warning device status changes and shall be capable of generating reports based on historical data.
- The system shall be capable of measuring the impacts of active crossings on motorists, emergency responders and other road users.

### SENSOR

- Field detection device must be able to detect warning system activations using video and/or acoustics.
- Field detection device must have a 24-hour UPS battery, POE Output of 17W @ 48V, nominal power consumption of <3W @ 12V, max power consumption of 7W @ 12V.
- Field detection device must have an option to power directly using existing power sources, with a power input of 120-240VAC, a wire that is 3 conductor copper multi-conductor cable 18 AWG and annealed stranded, a 15 AMP industrial graded male connector with 125 V 3-wire plug and PVC, a battery (12VDC @ 14Ah), a maximum weight of 30lbs, and a maximum dimensions of 14in x 12in x 6in.
- Field detection device must have an option to power using solar panels, with a panel rating of 175w @ 17.95 VMP, maximum panel dimensions of 52.2in x 26.3in x 1.38in, a maximum weight of 90lbs and a battery (12VDC @ 75Ah).
- Field detection device must have 4G LTE connectivity, an external integration interface of 10/100 Gigabit Ethernet with static or dynamic addressing, and location services including GPS/GLONASS/BeiDou/Galileo/QZSS.
- Field detection device must have overload surge protection between 105 to 150% rated output power, an over voltage surge protection between 14.49V and 18.63V, and a battery cut off of  $10 \pm 0.5V$ .
- All field equipment shall be hardened, with an operating temperature range of  $-40$  to  $+70$  degrees Celsius. The vendor shall have an established product that is installed at least five (5) references.
- All work activity and equipment installation shall take place outside of railroad right-of-way.
- Field detection device must be CSA and FCC certified.
- Field detection device must receive firmware updates remotely.

### SOFTWARE

- The rail crossing information system supplier must have an existing network-based API and documentation to allow the city's traffic management and emergency response systems to receive all necessary crossing data.
- The rail crossing information system supplier must have the ability to integrate upon request into these types of systems (Waze, DMS, Tactical maps, ATMS, Mobile Apps, etc.)
- The rail crossings information system supplier must be able to provide support remotely.
- The rail crossing information system shall include a central server with tools to analyze crossing activation events including (duration analysis, spatial analysis by crossing, individual event data, rail segment statistics), real-time maps capable of displaying real-time and predictive blockage events, tools to analyze



the risk of emergency responders being exposed to active crossings, tools to analyze road segment congestion surrounding rail crossings caused by activity at the crossing including (detailed congestion statistics, the number of vehicles impacted, the amount of delay experienced per day, and a queue recovery analysis).

- Software must be able to ingest traffic count, 911 AVL, travel time (probe, Bluetooth and Connected Vehicle), rail crossing pre-emption and trespass data to support the generation of advanced analytics.

## INSTALLATION, TESTING AND SUPPORT

- Vendor must be capable of providing remote installation support for field monitoring stations.
- Vendor must be capable of activating and monitoring the system remotely.
- Vendor must be capable of remotely calibrating detection under 7-days to meet performance requirements.

## WARRANTY

- The supplier shall provide a one-year warranty for all components of the rail crossing information system. During the warranty period, technical support shall be available from the supplier via telephone within 2 business days of the time a call is made by a user.

## TRAINING

- The Vendor shall provide Go-live training, technical training.
- The Vendor shall provide quarterly training on request.

## PERFORMANCE / FUNCTIONAL REQUIREMENTS

- Capable of predicting train movements in compliance with US patent US10648827B2 and CDN patent 2928783.
- Calibration of train detection sensors completed remotely within 7 days of installation.
- Detect active rail crossings with 99.99% accuracy.
- Calculate duration of crossing activation events with  $\pm 5$  second accuracy.
- Installed on public right-of-way without coordination with railroad companies.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

**File Number: RES-25:054**

---

**Agenda Date:**

**Version: 1**

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO  
MAINTAIN A CONTROL DEVICE AT THE INTERSECTION OF HIGHWAY 49 AND  
PARKER ROAD

WHEREAS, the City of Jonesboro has received an Arkansas Department of Transportation Traffic  
Control Device Agreement; and,

WHEREAS, this Traffic Control Device Agreement is for the purposes of installing a traffic signal at  
the intersection of Highway 49 and Parker Road;

WHEREAS, the City of Jonesboro believes said Agreement is for the use and benefit of the City of  
Jonesboro and all of its residents; and,

WHEREAS, it is in the best interest of the City of Jonesboro that the City Council authorizes the  
execution of this agreement.

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

Section 1: This Traffic Control Device Agreement is for the purpose of installing a traffic signal at the  
intersection of Highway 49 and Parker Road

Section 2. That this Device Agreement is for the best interest of the residents of the City of  
Jonesboro.

Section 3: The Mayor and City Clerk are hereby authorized to execute said Traffic Control Device  
Agreement.

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
TRAFFIC CONTROL DEVICE AGREEMENT**

AGREEMENT NO.: 1156

Date: **5/19/2025**

Maintenance Authority: Jonesboro

Job No: 100879

DISTRICT No: 10 COUNTY: CRAIGHEAD

Street Name of primary local corridor:

Route No(s) : 49

Section: 4

Highway 49

**WHEREAS,**

authority for the control of the locations and types of all traffic control devices on State Highways has been delegated to the State Highway Commission by Section 109(d), Title 23, U.S. Code, and Ann. 27-52-104, 105, and 106; and

**WHEREAS,**

the State Highway Commission has officially adopted a Manual and Specifications for a uniform system of traffic control devices, and the Minute Order 2001-141 of July 11, 2001 has implemented these statutes to the operation of traffic control devices by local governments;

**NOW THEREFORE,**

in accordance with these authorizations, the following agreement is made between the agency herein designated as Maintenance Authority and the Arkansas Department of Transportation:

- 1) The Maintenance Authority hereby agrees to provide electrical power to the controller (s) for the traffic control device(s) and to maintain the traffic control device(s) being installed by the Arkansas Department Of Transportation at the intersection(s) listed below at no cost to the Department.

Description:

Replace the traffic signal at the intersection of Highway 49 and Parker Road.

- 2) No modifications to the traffic control device installation or changes in the controller phase data and operations of the traffic control device will be made without approval from the Department.

- 3) The Maintenance Authority will save the Department harmless from any and all damage claims that may arise during the period that the traffic control devices are being maintained by the Maintenance Authority.

**Maintenance Authority:**

Jonesboro

**ARKANSAS DEPARTMENT  
OF  
TRANSPORTATION**

BY \_\_\_\_\_



Title: **Mayor**

\_\_\_\_\_  
David W. Baker  
Engineer of Roadway Design

DATE \_\_\_\_\_

DATE 05/19/2025



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-25:055

---

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1411 CURTIS RD, PARCEL 01-143363-03200, OWNED BY WINFORD VAIL IN THE AMOUNT OF \$3146.60

PT SE SW TRACT CC .287A

WHEREAS, WINFORD VAIL, the owner of record, was properly notified of a code violation at 1411 Curtis Rd, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on the 7th of March 2025 using city funds in the amount of \$3,146.60; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 1411 Curtis Road.



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

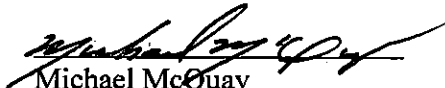
WINFORD VAIL

1411 CURTIS RD

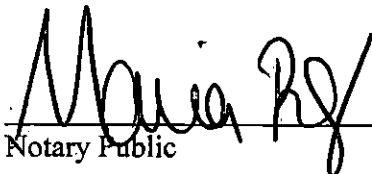
JONESBORO, AR 72404-9050

RE: 1411 CURTIS RD

I, Michael McQuay, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 10th day of September, 2024.

  
Michael McQuay  
Jonesboro Code Enforcement

Subscribed and sworn before me the 10th day of September, 2024.

  
Notary Public



My commission expires: 10 March 2034



### ***Notice of Violation***

09/10/2024

WINFORD VAIL  
1411 Curtis Rd  
JONESBORO AR 72404-9050

Case #: 245290  
Subject: 1411 CURTIS RD, JONESBORO, AR 72404

Dear Property Owner:

According to county records you are the owner of the subject property. Please be advised that the structure on this property has been inspected by the City Building and Code Enforcement inspectors and, has been found to be unfit for human habitation by virtue of its dilapidated and unsanitary condition. This property poses a hazard to the public and is a nuisance against public health.

Within 10 (ten) calendar days from the date of this letter you are required to respond to this notice in writing, indicating you intention to either repair, re-inhabit, or raze and remove this structure. Should you choose to repair or rehab the structure, you will have to obtain a building permit and start work within 40 calendar days from the date of this notice. The building permit will be issued for a total of 45 calendar days at which time the repair or rehab work must be complete and able to pass all building, electrical, plumbing, and mechanical inspections.

If you decide to raze and remove this structure, removal and clean-up activities must be completed within 40 days of this notice.

If you decide not to repair or remove this structure, it will be necessary for the City Council to consider condemning the structure to ensure the repair, rehab, securing, and/or razing and removal of this nuisance. All costs involved in the condemnation process would be charged to you. Collection would be actively pursued.

We look forward to your cooperation in this matter. If you have any questions, call our office at (870)933-4658.

Cell: 870-926-1404 Email: dcooley@jonesboro.org

Sincerely,

David Cooley  
Code Enforcement Officer  
P.O. Box 1845  
Jonesboro, AR 72403



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

**RESIDENTIAL BUILDING INSPECTION REPORT**



DATE OF INSPECTION:	September 10, 2024	CASE NUMBER: 245290
PROPERTY ADDRESS:	1411 Curtis Rd.	Parcel: 01-143363-03200
PROPERTY OWNER:	WINFORD VAIL	

The residence is a mobile home on a pier foundation. Many of the windows and doors are damaged or broken. The front door is being held closed by a piece of wire. The property has been abandoned for years. The entire rear and left side of the trailer are not accessible due to brush overgrowth. The roof of the trailer is damaged and falling in. A large tree branch has fallen onto the home. The interior of the home is not safely accessible.

CURRENTLY THE HOME IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE HOME SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY. PROPERTY WAS NOT SECURED AT THE TIME OF INSPECTION. PROPERTY WAS NOT SECURED AT TIME OF INSPECTION.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.

**EMERGENCY ACTION IS WARRANTED: YES NO XX**

<b>Tim Renshaw, Chief Building Inspector</b>	<b>David Cooley, Code Enforcement</b>
	

Municipal Building, 300 South Church Jonesboro, AR

9589 0710 5270 1221 1985 35

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

## OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- |  |    |       |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required            | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

Postmark  
Here

Postage

\$

**Total Postage and Fees**

\$

Sent To

Street and Apt. No., or PO Box

City, State, ZIP+4

66



**CITY OF JONESBORO**  
**Code Enforcement**  
Request For Invoice

To: Tosha Moss

Date: March 10, 2025

Case # 245290

Property Address: 1411 Curtis Rd. Jonesboro, AR 72404 APN# 01-143363-03200

Letter Sent on: December 23, 2024

Deadline for Owner Abatement: January 23, 2024

Demo Completed On: March 10, 2025

Need to send the following charges to this person.

Property Owner: Winford Vail  
1411 Curtis Rd.  
Jonesboro AR 72404-9050

<u>ITEMS</u>	<u>AMOUNTS</u>
Title Search	\$ 250 .00
Demolition Charge	\$ 1,850.00
Certified Postage for Notices	\$ 29.07
Standard Postage for Notices	\$ 2.19
Admin Fees	\$ 1000.00
Filing Fees	15.00
<hr/>	
Total	\$ 3,146.60

Thank you,  
Scott Roper  
Jonesboro Police Department  
Code Enforcement Division  
PO Box 1845  
Jonesboro, AR 72403



Office of Code Enforcement  
P.O. Box 1845, Jonesboro, AR 72403

870-933-4658

AFFIDAVIT

WINFORD VAIL

1411 Curtis Rd

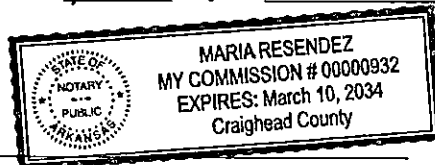
JONESBORO, AR 72404

RE: 1411 CURTIS RD

I, Eric Schmett, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 13th day of March, 2025.

Eric Schmett  
Jonesboro Code Enforcement

Subscribed and sworn before me the 13th day of March, 2025.

  
Notary Public

My commission expires: 10 March 2034



DATE	INVOICE NO
3/10/2025	0069069

<b>BILL TO</b>
Winford Vail 1411 Curtis Road Jonesboro, AR 72404

						DUE DATE
						4/17/2025
DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE

PREVIOUS OUTSTANDING BALANCE 0.00

**Code Enforcement Charges:**

Filing Fee - 1411 Curtis Road	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 1411 Curtis Road	1.00	1,000.00	1,000.00	0.00	0.00	1,000.00
Standard Postage for Notices - 1411 Curtis Road	1.00	2.19	2.19	0.00	0.00	2.19
Demolition Charge - 1411 Curtis Road	1.00	1,850.00	1,850.00	0.00	0.00	1,850.00
Certified Postage for Notices - 1411 Curtis Road	1.00	29.07	29.07	0.00	0.00	29.07
Title Search - 1411 Curtis Road	1.00	250.00	250.00	0.00	0.00	250.00

**INVOICE TOTAL: 3,146.26 0.00 0.00 3,146.26**

**PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT**

For questions please contact us at (870) 932-3042

Customer Name: Winford Vail  
Customer No: 024759  
Account No: 0035957 - Code Enforcement Charges

**If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.**

DUE DATE	INVOICE NO
4/17/2025	0069069

**Please remit payment by the due date to:**

City of Jonesboro  
300 South Church Street  
PO Box 1845  
Jonesboro, AR 72403

Invoice Total: 3,146.26  
Discounts: 0.00  
Credit Applied: 0.00  
Ending Balance: 3,146.26

**INVOICE BALANCE: \$3,146.26**

**AMOUNT PAID: \_\_\_\_\_**

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$ \_\_\_\_\_  
☐ Return Receipt (electronic) \$ \_\_\_\_\_  
☐ Certified Mail Restricted Delivery \$ \_\_\_\_\_  
☐ Adult Signature Required \$ \_\_\_\_\_  
☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Winford Vail  
1411 Curtis Rd  
Jonesboro AR 72404-9056





Invoice# : 0069069
--------------------

Case# : 245290
----------------

Notice Mailed Prior to 4/21/2025

Winford Vail  
1411 Curtis Rd  
Jonesboro, AR 72404

Subject: 1411 Curtis Rd Parcel# 01-143363-03200

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 6/3/2025.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper  
Director of Code Enforcement  
City of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401  
Phone: 870-933-4658



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

**File Number: RES-25:056**

---

**Agenda Date:**

**Version: 1**

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

### A RESOLUTION TO APPROVE A CONTRACT WITH TRIPSPARK TECHNOLOGIES FOR JONESBORO ECONOMIC TRANSIT SYSTEM ROUTING SOFTWARE AND SERVICES

WHEREAS, JET leadership has assessed options for improving ridership accessibility, efficiency and customer service components as part of continued efforts to best serve residents and visitors of Jonesboro; and

WHEREAS, a contract has been negotiated with TripSpark Technologies to enhance their current operating agreement and provide software and services for rider enhancements, routing logistics and shelter notification and information equipment; and

WHEREAS, funding to satisfy the contract was approved by City Council in resolutions 25-034 and 25-036; and

WHEREAS, implementation of this contract will enhance rider experience and provide needed software for current and planned routing increases.

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

SECTION 1. The Jonesboro City Council approves a contract not to exceed \$1,329,955 with TripSpark Technologies

SECTION 2. Funding for the fulfillment of the contract will be provided by Section 5307 and 5339 FTA funds.

SECTION 3. Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this contract.

## **SYSTEM SUPPLY AND SUPPORT AGREEMENT**

**Between**

**TRAPEZE SOFTWARE GROUP, INC. dba TripSpark Technologies (“TripSpark”), with its principal place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402, U.S.A.**

**And**

**CITY OF JONESBORO JETS (“Customer” or “End User”) with its principal place at business at 300 S Church, Jonesboro, Arkansas 72401, U.S.A.**

**This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H) attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express, or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.**

**TRAPEZE SOFTWARE GROUP, INC.**

**CITY OF JONESBORO JETS**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

“Agreement”	this system supply and support agreement between TripSpark and Customer, and the attached exhibits, all of which form an integral part of this Agreement;
“Confidential Information”	all information obtained by the parties from each other under this Agreement but does not include any information which at the time of disclosure is generally known by the public.
“Documentation”	the user documentation pertaining to the System as supplied by TripSpark;
“Equipment”	means collectively, the TripSpark Equipment and the Third Party Equipment;
“Hosting Services”	specifications for the hosting services to be provided by TripSpark for the Software identified in the attached Exhibit G;
“Message Point Service”	third party service for the provision of managed digital signage/messaging services (“Message Point Service”) by third party service provider, Message Point Media of Alabama, Inc. (“MPM”);
“Message Point Service Terms and Conditions”	third party End User terms, attached hereto as Exhibit H;
“New Product”	any update, new feature, or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;
“Statement of Work”	the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;
“Summary of Pricing”	the summary of pricing information related to the System, attached hereto as Exhibit C;
“System”	means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;
“Third Party Equipment”	the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;
“Trade Secrets”	any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.
“TripSpark Equipment”	the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;

“TripSpark Software”            the TripSpark existing and new proprietary software applications identified in Exhibit A of this Agreement;

2.        Services    TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the “Services”) attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

3.        TripSpark Software License

a)    TripSpark grants to Customer a personal, non-transferable, and non-exclusive license restricted for use by Customer at their place of business:

(i)    to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A (“License Date”), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

b)    The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

c)    Customer may make two back-up copies of the TripSpark Software. Customer may use the production copy of the TripSpark Software solely to process Customer’s proprietary data. The TripSpark Software may not be used on a service bureau or similar basis to process data of any third parties.

d)    Other than the rights of use expressly conferred upon Customer by this paragraph, Customer will have no further rights to use the TripSpark Software or the Documentation. Customer will not copy, reproduce, modify, adapt, translate, or add new features to the TripSpark Software or the Documentation without the express written consent of TripSpark. Customer will not permit disclosure of, access to, or use of the TripSpark Software or the Documentation by any third party unless authorized in writing by TripSpark. Customer will not attempt to reverse compile or reverse engineer all or any part of the System.

e)    The Equipment may include embedded third party software or third party services, including but not limited to the following software licensed by or third party services:

a. Microsoft® Corporation

b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory

c. Esri (Mapping software)

d. Blacklight Solutions (“Blacklight Solutions”)

e. Nuance/Loquendo S.p.A., (Text to Speech software)

f. Winmate Inc. (hardware, software)

g. TextSpeak Corporation (Text to Speech software)

The terms and restrictions of TripSpark’s software license grants will apply to the use of the third-party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) or services procured. Customer may only

transfer any software product, including but not limited to embedded software with the Equipment, in accordance with the terms and conditions of this Agreement.

- f) Customer acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Customer's use of the Software ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Customer Confidential Information.

#### 4. Title of Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

#### 5. System and Software Acceptance

##### i) System Acceptance of Streets Equipment and related TripSpark Software

Upon completing the delivery, installation, and testing of the individual project implementation of the Fixed Route System pursuant to the corresponding Statement of Work, on five (5) Customer fixed route vehicles, for the purposes of this Section 5 (i), System shall mean Equipment identified in Exhibit B of this Agreement, and Software identified in Exhibit A of this Agreement as (TripSpark Streets Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (Fixed Route), Streets Server License (Schedule/Import, Reporting, GTFS Export), Streets Client License, XGate Server License, XMobileManager Server License, (Fixed Route), myDrive MDT and In-Vehicle Gateway, Web Services, MyRide Infotainment (Fixed Route), Headsign Integration (Fixed Route), Route Monitor (Fixed Route), GTFS Real Time Feed (Fixed Route), Services Interruptions (Fixed Route), TextSpeak Annunciator (Fixed Route)), TripSpark will notify Customer in writing. Customer will then have ten (10) business days on which to conduct acceptance tests in order to ensure that the Fixed Route System operates in all material respects as specified in the Documentation. Notwithstanding the above, Customer will be deemed to accept the Fixed Route System when the Customer puts any part of the Fixed Route System into operational and functional use. The Fixed Route System will be considered "operational and functional" when the Fixed Route System have been installed on individual five (5) Customer Fixed Route vehicles, and the TripSpark Software is first used to process normal service data ("Operational and Functional"). Fixed Route System will be accepted following ten (10) consecutive days of Operational and Functional use of the Fixed Route System by the initial pilot fleet of five (5) Fixed Route transit vehicles without significant failure.

For the purposes of this section 5 (i), "significant failure" will mean a failure of the System to function in accordance with the requirements of the Documentation, where such a failure causes the System to be inoperable or significantly impairs the functionality of the System such that there is a critical impact on business operations. Failures that are the result of operator error, insufficient training, accidental damage to the Equipment caused by operator, intentional abuse of the Equipment, or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

##### (ii) TripSpark Software Acceptance

Upon completing the individual delivery, installation, and testing of individual TripSpark Software components pursuant to the Statement of Work, for the purposes of this Section 5 (ii), Software shall mean the Software identified in Exhibit A of this Agreement as (MyRide/Dynamic Passenger Information (Fixed Route), MyRide Native App (Fixed Route)), TripSpark will notify Customer in writing. Customer will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the individual TripSpark Software component operates in all material respects as specified in the Documentation. At the end of this period, Customer will be deemed to accept the individual TripSpark Software component unless TripSpark receives prior written notice outlining the nature of the perceived defects in the TripSpark Software. Notwithstanding the above, Customer will be deemed to accept the individual TripSpark Software component when the Customer puts any part of the individual TripSpark Software component into operational and functional use. The individual TripSpark Software component will be deemed to be in Operational and Functional use when the Customer first uses the individual TripSpark Software component to support its then current operations in any capacity.

6. Warranty

- a) TripSpark warrants the TripSpark Equipment purchased pursuant to this Agreement, to operate in all material respects as specified in the Documentation for a period of **ninety days (90)** from the shipped delivery to Customer location.
- b) The sole remedy of Customer for any breach of the above warranty will be to require TripSpark to make reasonable efforts to repair, at its own expense, any defects in the TripSpark Equipment that are brought to TripSpark's attention by Customer.
- c) **The parties agree that the above warranty shall not apply to include any Third Party Equipment. Such Third Party Equipment will be provided by TripSpark with any available manufacturer's warranty only and any corrective or remedial services with respect to such items shall be the exclusive responsibility of the Customer. No warranty is provided for TripSpark Software, third party software, and third party services. The parties further agree that the above warranty does not include coverage for errors, defects or performance issues in the System caused by the actions of the Customer, its employees, contractors, or vehicle riders. This warranty is in lieu of all other warranties, conditions, or other terms, express or implied, concerning the System. It explicitly excludes any other warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System can be found in order to be corrected.**

**The parties acknowledge and agree, third party sms/messaging services ("Third Party Transaction Services") are provided "as is" and "as available". TripSpark disclaims all representation and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. TripSpark makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Third Party Transaction Services or that such Third-Party Transaction Services will be uninterrupted or error-free.**

7. Payment TripSpark will invoice Customer for Software license fees, Equipment fees, Services fees, Third Party Transaction Services fees, Message Point Service subscription fees ("Subscription Fee(s)") Hosting Services fees, other transaction fee(s), and expenses in accordance with the Summary of Pricing and corresponding payment schedule in the Summary of Pricing. The total amounts due to the Services and Expenses, as those fees are set out in the Summary of Pricing, are firmly fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Customer has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

8. Maintenance Services and Extended Warranty

For the purposes of this Section 8 of this Agreement, the following definitions apply:

**"Rogue Unit":** TripSpark Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

**“Turnaround Time”:** Commences on the date of receipt by TripSpark’s Service Center, and continues to the date of shipment back to Customer;

**No Fault Found ("NFF") / No Trouble Found ("NTF"):** TripSpark Equipment which requires no repair, replacement, or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 9 B) (iv) below;

**“Updates and Upgrades”:** Those general releases to the TripSpark Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

**“Priority One (1) Variance”:** A TripSpark Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is “down” to the extent that such loss affects the safety of the public and/or personnel;

**“Priority Two (2) Variance”:** A TripSpark Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

**“Service Notification”:** A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or TripSpark Software.

#### **A) TripSpark Software**

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;
- (ii) in the event that Customer detects any errors or defects in the TripSpark Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Customer, TripSpark will also provide Customer with access to its software support website;
- (iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;
- (iv) Customer shall provide TripSpark with remote access to Customer’s computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (v) Upgrades will be provided with updated Documentation where available and appropriate.

#### **B) TripSpark Equipment**

For the duration of initial warranty period and subject to purchase of extended warranty by Customer for TripSpark Equipment, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark shall provide phone support to Customer’s authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment;
- (ii) Customer shall send all TripSpark Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment to Customer’s designated receiving facility, or other locations as designated by Customer’s applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment to the Customer’s facilities shall be borne by TripSpark unless the TripSpark Equipment is deemed NFF / NTF. TripSpark Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to

substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts be not available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment issues whether or not TripSpark Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark.

- (iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;
- (iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and
- (v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment and Software covered under this Agreement.

#### **C) Documentation for Equipment Difficulty**

Prior to delivery to TripSpark of TripSpark Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

- (i) Date of performance anomaly;
- (ii) Vehicle Number;
- (iii) Detailed system description of performance anomaly;
- (iv) Type number, part number, and serial number of the TripSpark Equipment;
- (v) Customer Return / Repair Order Number; and,
- (vi) Ship To address and Contact Name for return of TripSpark Equipment to Customer;

#### **D) Documentation for Software Difficulty**

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

- (i) Date of performance anomaly;
- (ii) TripSpark Software module in question and location of where TripSpark Software is installed;
- (iii) Detailed system description of performance anomaly;
- (iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and
- (v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at [cc@TripSparkgroup.com](mailto:cc@TripSparkgroup.com) or via customer portal [www.MyTripSpark.com](http://www.MyTripSpark.com) to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

#### **E) Equipment and Software Excluded from Maintenance**

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment which are caused by the actions or omissions of the Customer, its employees, contractors, or vehicle riders.

In the event that TripSpark Equipment and Software covered under this Section 8 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment and Software shall be excluded from maintenance service coverage.

- (i) TripSpark Equipment or TripSpark Software subjected to carelessness or negligence;
- (ii) TripSpark Equipment or TripSpark Software subjected to cannibalization or vandalism;
- (iii) TripSpark Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;
- (iv) TripSpark Equipment or TripSpark Software subjected to inadequate packing, shipping, storage, or handling;
- (v) TripSpark Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- (vi) TripSpark Software altered as a result of third party service bulletins.

**F) Disclaimer**

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or TripSpark Software shall be error-free or uninterrupted.

9. Payment of Maintenance Fees Customer shall pay the annual maintenance fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the Customer wishes to terminate the maintenance services to be provided under this Agreement, Customer must provide TripSpark with no less than ninety (90) days written notice of such termination, during which ninety-day period the applicable Software maintenance fees will remain payable. TripSpark may suspend provision of any maintenance services during any period of time during which the applicable maintenance fees remain unpaid by Customer.

10. Trade Secrets Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

11. Media and Publication Upon reasonable notice and consultation with the Customer, TripSpark shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

12. Intellectual Property Indemnification TripSpark will defend Customer in respect of any claims brought against Customer by a third party based on the claim that the TripSpark Software or the TripSpark Equipment infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Customer by a court of competent jurisdiction in such action, provided that Customer gives TripSpark prompt notice of the claim and TripSpark is permitted to have full control of any defense. If all or any part of the TripSpark Software or TripSpark Equipment becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the TripSpark Software or TripSpark Equipment to make it non-infringing or procure the right for the Customer's use of the System. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of any part of the System developed by Customer, or use of the

System in combination with software, hardware, or other technology not supplied or approved in advance by TripSpark, or use of any part of the System contrary to this Agreement or the Documentation.

13. Exclusion of Liability

- a) TripSpark and Customer do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Customer for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.
- b) TripSpark does not guarantee privacy, security, authenticity, or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet.
- c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to:
  - (i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or
  - (ii) Customer's use of the System insofar as the System may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.
- (d) TripSpark's liability and responsibility for any claims, damages, costs, or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited, in the aggregate, to the fees paid for the Equipment and Software licenses that is the subject of a claim prior to System Acceptance. Subsequent to System Acceptance or Software Acceptance (as applicable), in the aggregate, the annual Software maintenance fees paid, or Subscription Fee, or extended warranty fees paid in the preceding year for the TripSpark Software or TripSpark Equipment or third party service that is the subject of a claim.
- (e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any third party which fall within the following categories:
  - i) incidental or consequential damages, whether foreseeable or not;
  - ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;
  - iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.
- (f) Paragraphs (d) and (e) do not apply to claims arising out of death or bodily injury caused by TripSpark's gross negligence or willful misconduct.
- (g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners, or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with

or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

14. Termination

- (a) This Agreement will remain in effect until terminated.
- (b) Either party may terminate this Agreement, in whole or in part, by providing ninety (90) days prior written notice.
- (c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency, or similar laws.
- (d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.
- (e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

15. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control, provided that TripSpark notifies the Customer of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

16. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

~~17. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.~~ *TO BE AMENDED*

18. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

19. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this Section.

20. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

21. Audits In addition to Section 3 (g), TripSpark may perform audit(s) on the use of the System upon giving Customer written notice of at least five (5) business days. Customer agrees to make the necessary operational records, databases, equipment, employees, and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

22. Dispute Resolution Upon any dispute, controversy, or claim between the parties, each of the parties will designate a representative from senior management to attempt to resolve such dispute. The designated representatives will negotiate in good faith to resolve the dispute over a period of thirty (30) calendar days. If the dispute is not resolved in the thirty (30) calendar day period, a party may submit the dispute to binding arbitration. Customer will select an arbitrator from a list of three (3) arbitrators to be provided by TripSpark to Customer, each of which will be skilled in the legal and business aspects of the software industry. The parties agree that the arbitrator's fee will be split equally between the parties and that each party will be responsible for its costs, legal and otherwise, in relation to the arbitration, unless the arbitrator decides that the circumstances justify an award of costs. The arbitration will be conducted in the English language and will take place in accordance with American Arbitration Rules and in the State of Delaware. The foregoing provision will not limit the ability of a party to seek injunctive relief.

**EXHIBIT A**

Item	Software	Operational Characteristic Metrics	License Date
1.	*TripSpark Streets Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (Fixed Route), Streets Server License (Schedule/Import, Reporting, GTFS Export), Streets Client License, XGate Server License, XMobileManager Server License	up to twelve (12) fixed route vehicles	Effective date of this Agreement
2.	TripSpark myDrive MDT and In-Vehicle Gateway	up to twelve (12) fixed route vehicles	Effective date of this Agreement
3.	TripSpark Web Services	up to twelve (12) fixed route vehicles	Effective date of this Agreement
4.	TripSpark MyRide/Dynamic Passenger Information, MyRide Native App (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
5.	TripSpark MyRide Infotainment	up to fifty (50) infotainment controllers	Effective date of this Agreement
6.	TripSpark Headsign Integration (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
7.	TripSpark Route Monitor (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
8.	TripSpark GTFS Real Time Feed (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
9.	TripSpark Service Interruptions (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
10.	TripSpark TextSpeak Annunciator (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
11.	Transit Database	Included	Effective date of this Agreement

**Notes:**

1. Third party Runtime licenses, if required to operate the TripSpark Software, are not included.
2. Proposed software solution is designed for the applicable Windows application.
3. Except as may be included in the Equipment or otherwise specifically required in the Agreement, The Customer is responsible for purchasing hardware and any other pre-requisite products.
4. As applicable, software applications may be operated on any of the licensed workstations. within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the current rates.
5. Licenses are provided for software utilization by City of Jonesboro JETS (Jonesboro, Arkansas).
6. Third Party runtime (i.e., Crystal Reports), if required, are not included.
7. \*Above identified Software corresponds to Exhibit C, 1.0 Streets Fixed Route pricing and corresponding Software maintenance pricing in Exhibit E.

## **EXHIBIT B**

### **List of TripSpark Equipment Streets:**

<b>Description</b>	<b>Quantity Units</b>
<b>In-Vehicle Streets Equipment - Fixed Route</b>	
myDrive & Vehicle Gateway	12 (plus 4 spares)
TextSpeak Annunciator	12 (plus 4 spares)
myDrive Mounting Bracket	12
Cabling	12
Training Kit	1

### **List of Third Party Equipment Streets:**

<b>Description</b>	<b>Quantity Units</b>
<b>Third Party Equipment</b>	
Onboard LED Next Stop Sign	12 (plus 4 spares)
Infotainment Intelligent Display	50

**EXHIBIT C: SUMMARY OF PRICING**

**1.0 Streets Fixed Route**

<b>Product</b>	<b>Licenses</b>	<b>Services</b>	<b>Expenses</b>	<b>Equipment</b>	<b>Installation Services</b>	<b>Total</b>
*Streets CAD/AVL	\$57,750	\$92,350	\$5,625	\$0	\$0	\$155,725
Hosting Setup	\$0	\$4,950	\$0	\$0	\$0	\$4,950
myDrive In-Vehicle MDT & Vehicle Gateway	\$6,300	\$30,783	\$5,625	\$39,442	\$10,875	\$93,025
Web Services	\$23,100	\$4,125	\$0	\$0	\$0	\$27,225
MyRide/Dynamic Passenger Information	\$12,606	\$4,125	\$0	\$0	\$0	\$16,731
MyRide Native App	\$7,750	\$23,925	\$0	\$0	\$0	\$31,675
MyRide Infotainment	\$18,050	\$12,375	\$0	\$596,732	\$92,391	\$719,548
Headsign Integration	\$3,144	\$9,900	\$0	\$1,038	\$3,750	\$17,832
Route Monitor	\$22,050	\$2,475	\$0	\$0	\$0	\$24,525
GTFS Real Time Feed	\$20,790	\$5,775	\$0	\$0	\$0	\$26,565
Service Interruptions	\$22,050	\$14,025	\$0	\$0	\$0	\$36,075
TextSpeak Annunciator	\$6,300	\$39,188	\$3,200	\$17,910	\$10,500	\$77,098
Third Party Sunrise Internal LED Signs	\$0	\$0	\$0	\$15,644	\$0	\$15,644
<b>Total Fees (USD)</b>	<b>\$199,890</b>	<b>\$243,996</b>	<b>\$14,450</b>	<b>\$670,766</b>	<b>\$117,516</b>	<b>\$1,246,618</b>

## **EXHIBIT C: SUMMARY OF PRICING**

### **2.0 Payment Schedule for Fixed Route Software and Equipment**

Milestone 1: 100% of License fees and 20% Services fees, 20% Installation Services fees, and 20% Expenses due upon execution of the Agreement

Milestone 2: 100% Equipment hardware fees due upon shipping to Customer location

Milestone 3: 20% Services fees, 20% Installation Services fees, and 20% Expenses due upon delivery of draft operational review document

Milestone 4: 20% Services fees, 20% Installation Services fees, and 20% Expenses due upon installation of Software in TripSpark's hosted environment

Milestone 5: 20% Services fees, 20% Installation Services fees, and 20% Expenses due upon delivery of Initial training session Acceptance pursuant to Section 5 (i) and Section 5 (ii) of the Agreement

**Note:** Milestones will be invoiced and due on a per individual Software component basis.

### **3.0 Hosting Services' Fees**

<b>Hosting (USD)</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
** Hosting Services Fees	\$9,837	\$10,329	\$10,846

**Note:** \*\*First three (3) years Hosting Services Fees only, assumes a minimum three (3) year Licensee payment commitment, including termination of the Agreement or Hosting Services. Year 1 commences upon completion of TripSpark Streets CAD/AVL Software installation configuration in accordance with the corresponding Statement of Work, attached hereto as Exhibit D. Upon expiry of Year 3 Hosting Services term, annual Hosting Services are subject to program availability and TripSpark's then current pricing.

Includes five (5) individual login user ids

\*\*\*each additional user \$15 per month

Includes 320GB of transfer per month

\*\*\*Each additional 1GB \$1 per month

\*\*\*Each 1GB of Disk Space after 50GB \$1 per month

**Note:** \*\*\*Pricing is subject to change without notice.

### **4.0 TripSpark Equipment Extended Warranty**

<b>Extended Warranty Pricing</b>	<b>Year 1 (USD)</b>
myDrive In-Vehicle MDT & Vehicle Gateway	\$1,770
TextSpeak Annunciator	\$2,184

**Note:** First year extended TripSpark Equipment warranty support fees only. Should Customer wish to purchase extended TripSpark Equipment warranty support prior to individual expiry of Year 1 terms, Customer must issue a purchase order to TripSpark prior to warranty expiry pursuant to Section 6 (a) of this Agreement. Upon expiry of Year 1 annual terms, TripSpark Equipment extended Warranty annual support is subject to program availability and then prevailing TripSpark pricing.

## **EXHIBIT C: SUMMARY OF PRICING**

### **5.0 Subscription Fee(s)**

<b>Message Point Service</b>	<b>Year 1</b>
<b>****Subscription Fees USD (up to fifty (50) Third Party Equipment controllers)</b>	<b>\$28,277</b>

**Note:** \*\*\*\*First year payable Subscription Fee only. Year 1 shall be due and payable upon Customer's first access to the Message Point Service, in any capacity. For all future renewals, Subscription fees shall be subject to TripSpark's then current pricing, and Message Point Service program availability.

#### **General Pricing Assumptions**

1. Pricing expires June 30, 2025.
2. \*Software license pricing corresponds to the operational metrics of Software licensed use pursuant to Exhibit A of this Agreement.
3. Applicable taxes are not included and shall be assessed during TripSpark invoicing.
4. Customer is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.

#### **General Project Assumptions**

##### **TripSpark will provide:**

All of the Equipment, included above.

Technical services to consist of: project management; system testing; 'train the trainer' training; implementation; and remote support.

##### **Customer will be responsible for providing the following:**

1. Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
2. Access to the servers via the internet (i.e., VPN, PCAnywhere) to support remote troubleshooting/support.
3. Provision/configuration of router/firewall to allow two-way IP based communications with mobile devices.
4. Public data network activations and monthly airtime subscriptions for each vehicle.
5. Swap-out maintenance of in-vehicle TripSpark Equipment during and after the warranty period.
6. Data entry/verification including but not limited to stops, routes, schedules, timepoints.
7. Third party interface fees to existing agency equipment (incl. fareboxes, annunciators, onboard signs, etc.)
8. Interfacing with Google's technical team for GTFS export, including testing and schedule adjustments required to obtain approval.

## **EXHIBIT C: SUMMARY OF PRICING**

### **Dynamic Passenger Information / MyRide Assumptions**

1. SMS requires annual contact with monthly service charges and message fees based on the number of messages sent or received and number of voice minutes used. Customer will be responsible for monthly \$0.02 per SMS message and \$0.03 per voice minute fees, which shall be billed monthly by TripSpark. Such monthly transaction fees are subject to change without notice.
2. Customer will provide the MyRide server and OS as specified by TripSpark.
3. Customer is responsible for Google and/or Apple developer accounts.
4. MyRide requires a Google/API key, the cost of which are the responsibility of the Customer. Use of the MyRide Native App Software increases the costs.

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: Streets**

This document defines the roles and responsibilities of both TripSpark and the Customer. Unless otherwise indicated, TripSpark will provide standard services as defined by TripSpark. Any Services beyond what is defined in this statement of work will be considered out of scope, and an amendment or work order will be required.

### **Project Overview & Timeline**

This project will consist of the implementation of TripSpark's Streets Intelligent Transportation System, inclusive of the Streets back-office Software and Streets in-vehicle Equipment.

TripSpark will provide a Project Manager and Implementation Specialists as necessary to complete the tasks outlined below.

TripSpark's Project Manager will:

- Act as a single point of contact for Customer during this project
- Oversee the project timeline
- Schedule and coordinate all meetings and calls

TripSpark's Implementation Specialist will:

- support the tasks outlined below
- provide troubleshooting and remote support as necessary

This implementation involves the following stages:

- Kick-Off & Operational Review
- Fleet & Vehicle Survey
- Software Installation & Configuration
- Training
- Equipment Installation & Pilot
- Equipment Installation & Rollout
- User Acceptance Testing
- Go-Live
- Software Acceptance
- Transition to Customer Care

TripSpark estimates that this project will take between six (6) and eight (8) months to complete from kick-off

### **Onsite Services**

TripSpark has budgeted five (5) onsite visits, with one (1) resource per trip, not to exceed four (4) contiguous days per trip. TripSpark has a standard recommendation for which stages of the project onsite visits should be utilized for. TripSpark and Customer will work together to schedule these onsite visits at a mutually agreed upon time.

### **Product Description**

The following is a high-level description of the components included as a part of this project:

#### **Streets – Scheduler**

Streets Scheduler is a fixed route scheduling tool for creating routes and managing work assignment.

#### **Streets – Admin**

Streets Admin is the administrative tool for the Streets ITS Software suite.

#### **Streets – Dispatch**

Streets Dispatch is the CAD/AVL (computer aided dispatch and automatic vehicle location) interface within the Streets ITS Software.

### **Streets – Reports**

Streets Reports is the reporting interface for the Streets ITS Software suite, it allows reporting on collected data. Streets Reports is a web based tool.

### **XGate & XMobile Manager**

XGate & XMM are the middleware solutions within the Streets ITS Software suite that facilitate communication between the back-office Software and in-vehicle Equipment.

### **Streets – Route Monitor**

Streets Route Monitor is a tool within the Streets ITS Software suite that allows users to monitor the route schedule adherence and vehicle headway for Customer's routes.

### **Streets – Service Interruptions**

Streets Service Interruptions is a tool within the Streets ITS Software suite that allows users to create detours and planned route changes to a given route as well as the creation of temporary stops. Data will pass through automatically to GTFS-RT and MyRide where applicable.

### **myDrive Mobile Data Terminals**

myDrive MDTs are a ruggedized in-vehicle device to support operators in performing fixed route runs. myDrive allows for turn by turn navigation, dispatch & operator communication, and early/late monitoring.

### **TextSpeak Automatic Voice Annunciators**

TextSpeak AVA enables in-vehicle audible announcements at timepoints and stops on Customer's routes.

### **Sunrise Internal LED Sign**

Sunrise signs enable in-vehicle visual announcements at timepoints and stops on Customer's routes. Additionally, it can tie into next stop request infrastructure.

### **Headsign Integration**

TripSpark is able to integrate into various headsigns using a J1708 connection. This integration allows for the automatic updating of headway sign information to display route details to riders.

## **Kick-Off & Operational Review**

TripSpark and Customer will schedule a mutually agreed upon kick-off call to initiate the project. During the kick-off TripSpark and Customer will review the agreement, identify key roles and responsibilities for both parties, review the project timeline, and verify the milestone and billing.

Following the kick-off call, TripSpark will provide the Customer with an Operational Review Document (ORD). The ORD is a comprehensive document that will support TripSpark in further understanding your operations, processes, goals, and policies.

Customer must fill out the ORD within five (5) business days. Upon completion of the ORD, TripSpark and Customer will meet to review and clarify the details and address any missing information.

## **Fleet & Vehicle Survey**

Upon the completion of the Operational Review, TripSpark and Customer will schedule a mutually agreed upon onsite.

The Fleet & Vehicle Survey will include a comprehensive assessment of Customer's fleet to identify the appropriate vehicles to be chosen for the Equipment Pilot. During the onsite, Customer must work with TripSpark to schedule access to the entire fleet as needed. TripSpark may take pictures and videos of the vehicles, including inside of the radio cabinet. Customer must support TripSpark in completing our fleet survey spreadsheet.

TripSpark & Customer will identify Equipment installation locations within the vehicles. Such as MDT location, AVA location, APC location, etc.

## Software Installation & Configuration

TripSpark will install the Software into TripSpark's hosted environment.

TripSpark will configure the Software based on the results of the Operational Review and Vehicle Survey.

TripSpark will enable a GTFS static feed for exporting to Google and other 3<sup>rd</sup> party websites or applications.

TripSpark will provide up to twelve (12) hours of support to assist with the approval of the GTFS feed by Google.

Google approval is dependent on Customer data quality and is not the responsibility of TripSpark.

TripSpark will support Customer in inputting up to one (1) route and up to two (2) vehicles into the Streets Software suite.

Customer is responsible for providing the following:

- Stop locations and amenities
- Route information including names and time points
- Announcement scripts
- Maintain the relationship with Google and maintain the necessary Google accounts for GTFS exports
- Input of all necessary data into the Streets Software suite.

## Training

TripSpark will provide training based on standard training agendas.

- Training sessions will vary in length and topic.
- Training is a train-the-trainer approach.
- Training will be provided throughout the project to support the adoption of the Software.

TripSpark will provide digital copies of any documentation used for training, as well as allowing Customer to record training sessions as desired for future usage.

Specific sessions and topics will be as agreed upon by TripSpark and Customer, a sample agenda follows:

- Overview training
- Dispatcher training
- Scheduler training
- Operator training
- Maintenance training
- Administrator training
- Reporting training

Training sessions will be delivered at mutually agreed upon times and are not to exceed thirty-two (32) hours in total.

Customer's staff must attend appropriate and applicable training sessions as scheduled.

Customer must provide trainees with workstations with access to the Software, headsets, Teams or Zoom, and internet access.

Customer must ensure that Equipment training kits are available for Operator and Maintenance training.

## Equipment Installation & Rollout

Equipment Installation & Rollout will involve the installation and commissioning of the following Equipment on the entirety of the fixed route fleet.

TripSpark will configure and ship the Equipment to Customer location.

Vehicles will be chosen as mutually agreed upon by TripSpark and Customer for installation of the Equipment.

TripSpark's chosen Installers will come onsite at a mutually agreed upon time and install the following Equipment into an agreed upon subset of the fixed route fleet.

Installers will also provide limited functionality testing to ensure that the Equipment was installed as per TripSpark's standards.

TripSpark will provide the Equipment identified below:

Equipment deliverables for the in-vehicle rollout

- (12) myDrive MDTs & cabling
- (12) RAM Mount Kits for myDrive
- (12) Vehicle Gateways for myDrive
- (12) TextSpeak AVAs & cabling
- (12) Sunrise Internal LED Signs & cabling
- (12) Headsign Integration cables

Customer is responsible for:

- Accepting and storing the Equipment in a safe location prior to the installation
- Obtaining the necessary permits or permissions for installations
- Cellular or data lines as per TripSpark's standards to connect the in-vehicle Equipment with the back-office Software
- Ensuring the identified vehicles are available for installation within regular business hours
- Providing a safe and suitable location for installation at a central location
- Maintaining and Troubleshooting the in-vehicle Equipment after installation
- Troubleshooting of the in-vehicle Equipment after the Installer has departed and validated installations using TripSpark's testing standards

## User Acceptance Testing

Customer must complete testing of the Software using real world scenarios and examples. Customer will have ten (10) days in which to perform UAT. Upon the completion of those ten (10) days, unless communicated otherwise UAT will be completed. If Customer identifies any Critical issues during UAT, then upon resolution any future UAT periods will last five (5) days.

TripSpark will support with issue resolution.

Customer will document and prioritize any issues encountered throughout the UAT period. Customer will supply TripSpark with a complete list of all issues which TripSpark will assess for root cause and resolve based on the severity levels defined below:

1. Critical – an issue that causes failure of the Software
  - a. such as system crashing or data loss
2. Major – an issue that impairs use of the Software, without a satisfactory work around
  - a. such as missing functionality or security concerns
3. Minor – an issue that impairs use of the Software, but has a satisfactory work around
  - a. such as system recoverable errors or inconsistent outcomes

## Go-Live

Go-Live is a ten (10) day period following the completion of UAT. TripSpark will provide a resource to support Customer in operational use of the Software over the Go-Live period. Any additional Critical or Major issues will be resolved by the TripSpark project team. Any additional or outstanding Minor issues will be transitioned to the TripSpark Customer Care team.

## Software Acceptance

Notwithstanding anything contrary within this agreement, once all available Software and Equipment has been installed, Software Acceptance will commence. Software Acceptance criteria is governed by the Software Acceptance provisions of the Agreement between Customer and TripSpark.

## Transition to Customer Care

Upon Software Acceptance, TripSpark will schedule a call between Customer and TripSpark Customer Care. TripSpark will ensure Customer staff have access to myTripSpark.com and other TripSpark resources and are trained on the ticket creation and monitoring process.

## Customer Resource Requirements

The table below outlines estimations on resources and resource allocations to support the implementation.

Resource	Resource Allocation	Tasks
Project Manager	<ul style="list-style-type: none"> <li>• 30% of their time for the duration of this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate the scheduling of all of Customer resources for meetings, calls, training sessions, and other deliverables.</li> <li>• Coordinates all responsibilities of Customer.</li> <li>• Act as a main point of contact for TripSpark.</li> </ul>
Subject Matter Experts	<ul style="list-style-type: none"> <li>• 25% of their time for the duration of this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Participation in project stages as required.</li> <li>• Participation in all training sessions as required.</li> <li>• Someone with intimate knowledge of the operator and mechanical processes and procedures at Customer.</li> <li>• Conduct End User training.</li> </ul>
System Administrators & IT	<ul style="list-style-type: none"> <li>• 15% of their time for the duration of this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in installation and configuration of Software.</li> <li>• Participate in training sessions as required.</li> <li>• Assist with network access and troubleshooting.</li> <li>• Maintain and manage user access and logins to TripSpark Software.</li> </ul>
End Users	<ul style="list-style-type: none"> <li>• 25% of their time for the duration of this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Execute user acceptance testing.</li> <li>• Responsible for user acceptance testing</li> <li>• Participate in training sessions as required.</li> </ul>

## Assumptions

- TripSpark will take advantage of existing TripSpark infrastructure, data sources, and Software unless otherwise stated.
- TripSpark will supply its standard Documentation as part of this project.
- Microsoft SQL must be used for all required databases.
- The Software will be provided 'off-the-shelf'.
  - Features and functions of the Software will conform to those outlined in the provided Documentation.
  - Unless otherwise noted, TripSpark will be providing its default software solutions with no customizations and will take advantage of any existing data sources and software that are available.
- Travel expenses have been quoted based on a minimum of 2 weeks' notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last-minute travel.
- Unless otherwise noted, all Services, materials, and training will be provided in English.
- Unless otherwise noted, all Services are provided during TripSpark's business hours.
- Unless otherwise noted, all Services are to be provided remotely.
- Customer's vehicles are currently able to support the installation of and integration to the TripSpark provided Equipment.
  - This may include headsign compatibility, power converters for APCs, and GFI Farebox compatibility.

- Customer is responsible for any 3<sup>rd</sup> party interface fees, software updates, or costs related with any of the integrations provided.
- Customer is providing all workstation hardware needed for ongoing usage of the Software.
  - Workstations shall be preconfigured to TripSpark's specifications.
- Customer will not write to or modify the Streets database
- Customer will be responsible for maintaining all in-vehicle Equipment and be responsible for the swap-out maintenance without expense to TripSpark.
- Customer will be responsible for any 3<sup>rd</sup> party or existing in-vehicle equipment not provided by TripSpark and any repairs or changes necessary.
- Customer will perform initial troubleshooting.

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: MyRide Website and Application, & GTFS-RealTime**

This document defines the services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer's staff and resources. All services will be provided remotely, unless explicitly stated otherwise.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark.

Any services beyond what is defined in this document will be considered out of scope, and either an Amendment to the contract or a Work Order will be required. Any additional costs uncovered from the scope changes will be the responsibility of the Customer. Work related to the scope changes will not commence until after software acceptance for this project. All implementation services, materials, and training will be provided in English, unless otherwise stated.

### **Overview**

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Publishing of the MyRide App on the Google Play and Apple App stores
- Training
- User Acceptance Testing
- Go-Live Support

### **Product Description**

MyRide will offer passengers real-time information regarding the current fixed route vehicle position through a publicly accessible website, native application, or through the use of SMS text messages. The information that is displayed by MyRide is derived from the data that is gathered via Ranger and passed to Streets. TripSpark will ensure that Streets is accurately passing information to MyRide.

In addition to real-time updates on vehicle position, MyRide offers an automated trip planning service integrated with Google Maps as well as SMS or e-mail alerts to notify subscribers in real-time. TripSpark will provide the standard MyRide website offering and will customize the website and application with the Customer's branding logo and colors.

SMS functionality:

- Users will be able to text "<Keyword> <Route name> <Stop code>" to a SMS code to receive near real-time information about the next buses at that stop.
- Keyword – 3-5 characters subject to availability
- Route name – max 5 characters, alpha numeric (recommend 2 numeric or less).
- Stop code – max 10 characters, alpha numeric (recommend 4 numeric or less),
- SMS code – short code (5 digits) or long code (10 digits) depending on Customer plan chosen
- Example: Text "Blue 13 2103" to 41411

GTFS-RT will allow Customer to export real time data in the GTFS standard to 3<sup>rd</sup> parties such as Google.

## Operational Review

The operational review will involve a series of meetings and conference calls with the Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Customer may be able to use

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

## Software Installation and Configuration

The TripSpark technical resource will:

- Publish the MyRide App on the Google Play and Apple App stores configured and branded based on the Customers provided marketing material
- Provide technical support to the Customer to address issues associated with the MyRide App until project completion
- install the Software remotely on the Customer's network. The Software will be installed once (1) within the test environment.
- TripSpark will also provide assistance with transitioning the Software to the production environment.
- Prepare server configurations for GTFS-RT
- Enable Streets GTFS Real Time at Customer site
- Enable and Configure Streets to Utilize GTFS Real Time
- Set up a method through which GTFS Real Time Files are uploaded to a location which Google or other 3<sup>rd</sup> parties can access.

The Customer will:

- Provide TripSpark with the Google Maps API keys, Google Map Java Script API keys, the Google Server API keys, the Google Browser API keys, the Google Direction API keys, and the Google Places API keys
- Provide TripSpark with the agency's Google analytics tracking ID
- Provide TripSpark with reCAPTCHA site key, reCAPTCHA secret key, and the OneSignal App ID, OneSignal REST API key, and OneSignal Safari Web ID
- Provide TripSpark with a Bit.Ly Access Token
- Complete in full the Customization form provided to them by TripSpark
- Provide a test environment at their facility that can be used for testing new versions of the Software.
- Ensure adequate user testing is completed before implementation of the Software in a live environment.
- Modify internal network to ensure proper communications between the Software servers and workstations if necessary

- Configuration of router/firewall to allow two-way IP-based communications with the mobile devices
- Be responsible for educating the public on the use of the MyRide website and SMS service

## Training

Training provided will be based on TripSpark standard training agendas. Training sessions will vary in length dependant on topic. Each session can be attended by up to six (6) employees.

- Up to four (4) hours of Training on the use of MyRide
- Up to four (4) hours of Training of the Administrative functions of the Software.

In addition to training, TripSpark will provide one (1) hard copy and one (1) digital copy of all available user Documentation. Customer is free to create copies of the hard copy Documentation for their users. TripSpark will also provide printed and electronic material in the form of 'quick reference guides' for certain aspects of the Software.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support Documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

### **Ideal Training Environment:**

- Networked computer for each trainee, connected to the test environment.
- White board and markers
- LCD projector

If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

## User Acceptance Testing (UAT)

The final phase of the implementation will be acceptance testing. This involves Customer utilizing the Software in the test environment to ensure the Software functions according to the Documentation.

We estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

TripSpark will launch a BETA version of the Application in a controlled environment.

Customer will test for trip planning which will require an up-to-date and active GTFS export, as well as any general functionality testing.

Upon completion of the UAT, TripSpark and the Customer will mutually agree upon a Soft Launch Go-Live date.

## Go-Live

TripSpark will make the website and app visible to the public upon completion of UAT.

## Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support. When Customer is in customer care, Customer will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

## TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support for the Software at Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of project team information, current status, and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

## Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Customer's resources.</li><li>○ Coordination of conference calls and meetings, as required.</li><li>○ Prepare training facilities and coordinate training sessions.</li><li>○ Coordinate completion of data development.</li><li>○ Coordinate completion of user acceptance testing.</li></ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"><li>○ Participation in the completion of the Operational Review.</li><li>○ Participation in all training sessions.</li><li>○ Assist PM with completion of user acceptance testing and data development.</li></ul>
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"><li>○ Participating in System Administration training</li></ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"><li>○ Execute user acceptance testing.</li></ul>

Resource	Description	Time Dedication	Tasks
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

## Timeline

This implementation can be completed within approximately three (3) months assuming TripSpark has been provided the necessary prerequisites.

## Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Software will be delivered ‘off-the-shelf’. Off the shelf means:
  - Software will be installed “as-is” (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.
- Customer is responsible for the payment of fees associated with their usage of the MyRide Software (Google API fees & Twillio fees).
- It is assumed this software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated.
- All services are to be provided remotely.
- Customer will be responsible for marketing the MyRide App to the public, marketing may involve a public education campaign. TripSpark is available for consultation.
- Customer must have Google Play and Apple App Store developer Accounts and are responsible for any related fees.
- Customer must have a Privacy Policy and Terms of Use that is compliant with both Apple App and Google Play stores.
- Customer is responsible for all images and logos to be utilized in the Application and must have them scaled appropriately to size.
- Customer must have an Apple Device to obtain two-factor authentication, as well as an Apple account to upload and publish the MyRide App to the Apple App store.
- Customer is responsible for all charges incurred by using Google’s APIs.
- Microsoft SQL will be used for the database.

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: MyRide Infotainment**

This document defines the services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer's staff and resources. All services will be provided remotely, unless explicitly stated otherwise.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark.

Any services beyond what is defined in this document will be considered out of scope, and either an Amendment to the contract or a Work Order will be required. Any additional costs uncovered from the scope changes will be the responsibility of the Customer. Work related to the scope changes will not commence until after Software acceptance for this project. All implementation services, materials, and training will be provided in English, unless otherwise stated.

### **Overview**

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Equipment Installation and Configuration
- Training and Content Planning
- User Acceptance Testing
- Go-live Support

### **Project Overview**

This project involves commissioning of stationary displays for the Customer as well as implementation of the Provider's content management software and integration of the content management software with TripSpark's Software.

The Provider will work with the Customer to provision and deploy Infotainment Service on stationary displays in accordance with the summary below. Provider will assist in verifying that Provider signage displays are properly installed by Installer and ready to provision content when received by the Customer. Once received by Customer, Provider will assist in setting up the Services properly and planning the Customer's initial content layouts and schedule.

The following Software modules are included with this project:

- MP.TV Core Apps per Standard Bundle
- MP.TV Interactivity Engine

Software will be delivered 'off-the-shelf' with no custom development included unless otherwise noted; features and functions of the Software will conform to those outlined in the documentation. Provider will assist Customer with setting up their Infotainment content, including support for channel designs and layout; Provider will assist with configuring the layout, colors, fonts, logos, and other assets provided by Customer.

The following Equipment and Software deliverables are included with this project:

- Quantity 47 DSP-EX29sw-G4-S Superwide 29" display
- Quantity 3 EX55 Outdoor 55" display
- Quantity 50 MP.TV Professional License - Self Managed Support

## Operational Review

The operational review will involve a series of meetings and conference calls with Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any remaining gaps and strategies to mitigate them
- Provide any sample marketing materials that the Customer may be able to use
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

## Software Installation and Configuration

TripSpark will install the Software remotely, the Software will be installed once (1) within the environment.

TripSpark and the Provider will configure Infotainment displays to communicate with the Software.

Provider will assist Customer with setting up their Infotainment content, including support for channel designs and layout.

Provider will assist with configuring the layout, colors, fonts, logos, and other assets provided by Customer.

## Equipment Installation and Configuration

Customer must participate in on-site surveys and other onsite work.

Customer and their designated maintenance personnel, together with TripSpark and Provider will select equipment mounting locations for each display. Final selection will be determined by Customer.

Customer is responsible for providing all structural mounting points prior to Equipment Installation and Configuration, including but not limited to bolts and anchors. Engineering review of the mounting points is the responsibility of the Customer.

Scheduling of the Installation must be as agreed upon by all parties, TripSpark, Provider, Installer, & Customer

The parties agree Third Party Equipment will be shipped and delivered to Customer location, and Third Party Equipment shall be deemed accepted upon drop ship delivery to Customer location.

## Training and Content Planning

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the-trainer approach. Training sessions will vary in length depending on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Digital display signage operator training

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation.

Customer is free to create copies of the documentation provided for their users.

Users will also have access to recorded training videos and online sessions provided through mytripsark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

**For remotely accessed training sessions attendees will require:**

- Networked computer with access to the internet
- Necessary Software installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion

If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

### **User Acceptance Testing (UAT)**

Customer must complete testing of Infotainment. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark and Provider will be available for support during this time if configuration changes are required. Customer is responsible for creating use cases that best demonstrate common business processes in order to ensure testing appropriately covers real business situations.

Upon completion of the UAT, TripSpark and the Customer will mutually agree upon a Soft Launch Go-Live date.

### **Go-Live Support**

#### **Soft Launch Go-Live**

Customer should install Infotainment in an ideal sample of locations for a pilot run. TripSpark and Provider will be available for support during this time if configuration changes are required.

#### **Full Launch Go-Live**

Upon completion of Soft Launch for Infotainment, you can now install infotainment in all locations. TripSpark and Provider will be available for support during this time if configuration changes are required.

### **Software Acceptance Period**

Upon completing the delivery, installation, and testing of the individual TripSpark Software, TripSpark will notify Customer in writing. Notwithstanding the above, Customer will be deemed to accept the Software when the Customer puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Customer first uses the Software to support its then current operations in any capacity.

### **Transition to Customer Care**

Following Software Acceptance TripSpark will schedule a transition meeting with the Customer to discuss ongoing Customer Care support. When Customer is in customer care, Customer will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

## TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support for the Software at Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.
- Act as a single point of contact for the Customer during implementation, including communication with the Provider and Installer.

## Customer's Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Customer's resources.</li><li>○ Coordination of conference calls and meetings, as required.</li><li>○ Prepare training facilities and coordinate training sessions.</li><li>○ Coordinate completion of data development.</li><li>○ Coordinate completion of user acceptance testing.</li></ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"><li>○ Participation in the completion of the Operational Review.</li><li>○ Participation in all training sessions.</li><li>○ Assist PM with completion of user acceptance testing.</li></ul>
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"><li>○ Procure and configure Equipment with a TripSpark Ready specification as per each Software product's Tech Sheet (where available).</li><li>○ Participating in System Administration training</li></ul>

Resource	Description	Time Dedication	Tasks
Maintenance Personnel	Responsible for Equipment maintenance and upkeep	25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Participate in any on-site surveys</li> <li>○ Assist in selecting installation locations and mounting locations</li> <li>○ Complete Installations</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

## Timeline

The services as outlined in this document can be completed within approximately three (3) months from the Operational Review.

## Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Software will be delivered ‘off-the-shelf’. Off the shelf means:
  - Software will be installed “as-is” (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.
- Infotainment is in English only
- It is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated
- Customer is responsible for storing the Infotainment Equipment upon delivery to Customer location.
- Customer must be on MyRide and Streets Versions 5.0 and 6.9 respectively or newer
- Provider will host and configure the server-side Software that will be used by the Customer for the Infotainment system.
- Customer is responsible for internet access to the Equipment, including unmodified HTTPS outbound connections to all required platform servers and API server sources using a circuit or data plan paid for by the Customer.
- Customer shall obtain necessary permits or permissions for any activities requiring outside authorization and pay any costs associated with these permits or permissions.

- Customer will provide complete visual assets to allow their content channels to be configured including brand standards, style guides, or equivalent documentation of colors, logotypes, fonts, etc. (If Customer uses any licensed fonts, Customer shall be responsible for the cost of licensing these fonts for use in this project.)
- End User will be responsible for the swap-out maintenance of display equipment during and after the warranty period

## **EXHIBIT E: MAINTENANCE FEES**

### **Long Term Support Fees**

<b>Software Maintenance</b>	<b>Year 1 USD</b>
*Streets CAD/AVL	\$11,550
Web Services	\$4,620
MyRide/Dynamic Passenger Information	\$2,521
MyRide Native App	\$1,938
MyRide Infotainment	\$4,513
Headsign Integration	\$629
Route Monitor	\$4,410
GTFS Real Time Feed	\$4,158
Service Interruptions	\$4,410
myDrive In-Vehicle MDT & Vehicle Gateway	\$1,260
TextSpeak Annunciator	\$1,260

**Note:**

1. The above identified first year Software maintenance fees correspond to the Software and associated operational metrics of licensed use identified in Exhibit A of this Agreement. Year 1 commences upon individual System acceptance or Software acceptance, as applicable, pursuant to Section 5 of the Agreement (System and Software Acceptance). Upon expiry of the individual Year 1 Software maintenance terms, annual Software maintenance shall be subject to program availability and then current TripSpark pricing.

## **EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")**

*All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number, and Customer contact. For vehicles installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.*

### **RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST**

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair, shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto [www.MyTripSpark.com](http://www.MyTripSpark.com) and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies

5265 Rockwell Dr NE

Cedar Rapids, IA 52402

Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

#### **Packing**

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for international shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

#### **Please note:**

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.
- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.

- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department ([cc@tripspark.com](mailto:cc@tripspark.com))

## **EXHIBIT G**

### **Hosting Services**

#### **1. OVERVIEW**

This Exhibit G describes the hosting services for the TripSpark Software under the Agreement (“Hosting Services”) to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives (“SLOs”), and the problem management process.

#### **2. HOSTING SERVICES**

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database for the TripSpark Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer’s servers, printers, network hardware (including routers and switches) and other Customer site computing equipment
- Customer application TripSpark Software
- Customer Local Area Networks (“LAN”)
- Customer network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Customer’s benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

##### **Support TripSpark Software**

Support TripSpark Software includes the operating system, utilities, database TripSpark Software, and all necessary licenses required to operate the TripSpark Software as provided by TripSpark as part of the Hosting Services.

##### **Hardware**

Customer shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Customer’s site to the Data Center.

##### **Database Instances**

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the users.

##### **Internet Bandwidth**

TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the current rate.

##### **Backups**

Full database backups, along with hourly transaction log backups, are done on a regular basis. Backup data is retained for 14 days.

##### **Hours of System Operations**

The TripSpark Rides on Demand application, as SaaS will be accessible and available to the Customer and capable of all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

##### **Data Center Maintenance**

TripSpark will complete routine maintenance on the TripSpark Software systems quarterly. TripSpark will provide at least seven (7) business days’ notice of these planned outages.

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Customer via email of its request. The Customer and TripSpark will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

### **Travel Expense**

In addition to the fees set forth above, if TripSpark is required by Customer to attend and perform Services on-site, Customer shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Customer site.

## **3. SERVICE LEVEL OBJECTIVES**

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by TripSpark for the Hosting Services specified in this Exhibit G. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

### **AVAILABILITY**

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, “Availability” during any quarter refers to an Authorized User’s ability to log into the TripSpark Software during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- “x” is the Availability of the TripSpark Rides on Demand as application SaaS during the quarter;
- “y” is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the TripSpark Rides on Demand as application SaaS because of (a) regularly scheduled maintenance windows for the TripSpark Software and for times in which Customer has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, TripSpark Software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark).
- “z” is the number of hours in such month during which the Customer is unable to log into the TripSpark Software (other than for reasons set forth in the definition of “y” above); provided that TripSpark has been notified or is otherwise aware (or reasonably, should be aware) of Customer’s inability to utilize the TripSpark Software.

## **4. CUSTOMER RESPONSIBILITIES**

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this amendment.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the TripSpark Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be managed by the Customer.
- The purchase and installation of printers at Customer’s sites for the TripSpark Software is being utilized.

- Installation, operation, and maintenance of all workstation TripSpark Software (and Customer's LAN, existing data communications configuration, hardware, or TripSpark Software required at the Customer's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.
- Testing updates and fixes applied by TripSpark to TripSpark Software used by Customer. Except for emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon timeframe.
- Testing upgrades. Upgrades will be moved to production by TripSpark at the end of the Customer testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling TripSpark for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing TripSpark of any problems encountered in a timely manner.

## **5. OWNERSHIP OF TRIPSPARK SOFTWARE AND DATA**

Customer shall not obtain any ownership rights, title, or interest in the TripSpark Software, hardware or systems developed or employed by TripSpark in providing any SaaS and Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Customer's data contained within the TripSpark Software database.

Upon request by Customer before or within sixty (60) days after the effective date of termination, TripSpark will make available to Customer their data in secure (i.e., encrypted, and appropriated authenticated) SQL bak format file. Should Customer request a different format, Customer shall be subject to additional costs. If TripSpark has not received a written request from Customer within the sixty (60) day period, TripSpark reserves the right to destroy the Customer's data, as it exists at the date of expiration or termination.

## **EXHIBIT H**

### **End User License and Support Agreement**

#### **I. Scope of This Agreement**

This End User License and Support Agreement covers the terms of service and the obligations MPM and end user (“Customer” or “End User”) as they pertain to the use of the delivery of managed digital signage / messaging services and professional design and consulting services (“Service”) by MPM for the benefit of the End User. This agreement supersedes any earlier written or oral agreement with respect to its content.

#### **II. Service License**

In consideration of payments to be made by End-User to MPM either directly or indirectly via an authorized reseller, MPM agrees as follows:

- (a) MPM hereby grants to Customer a personal, non-transferable, non-exclusive license to access the platform via the published interface methods, to use a production copy of the object code version of the Software in the form supplied by MPM and on hardware approved by MPM, restricted to the places of business of the Customer, for the Customer’s own operations, and for the display of the Customer’s own content.
- (b) MPM hereby grants to Customer a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (c) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of MPM.

#### **III. Content Standards**

Because the Message Point Service is a managed Service signage/messaging provided on equipment, software, and servers owned and managed by MPM, MPM has an obligation to ensure all content meets certain standards to be displayed on the system as further described below. While MPM reserves the ultimate decision to reject any content at its sole discretion, the following standards cover the majority of reasons why content would be rejected by MPM. End User must be able to document ownership or license to display the content in a public setting for commercial purposes (if applicable) from any copyright owner. For example, Public Domain License, Creative Commons CC0 or CC Attribution (CC BY) License (with appropriate attribution), evidence of commercial royalty free license purchase, affidavit of self-generation (with appropriate model release if necessary). Content must be provided in a size, compression ratio, and format appropriate for the target location on the display. Content must meet a standard of decency based on community standards, specific location, and context.

#### **IV. Information Security**

End User may not use the system or cause the system to be used for the storage or display of any information that is not suitable and permitted to be displayed in a public setting where it might be accessible to any interested party. The system should not be used to store or display any protected information including but not limited to information subject to FCRA, HIPPA, PCI, or other compliance standards. If End User loads or causes protected information to be displayed on the MessagePoint.TV system or Service they do so at their own risk and are solely responsible for any consequences or penalties; legal, regulatory, or otherwise of doing so.

While the MessagePoint.TV controller has been designed to minimize its attack surface and any potential security vulnerabilities, it is MPM’s recommendation that the MessagePoint.TV controller be deployed either completely outside of the organization’s firewall or security perimeter, or in an isolated “DMZ” security zone. If there is no requirement for access to any resources within the End User’s trusted network, it is recommended that the controller simply be deployed outside the End User’s firewall with no more access than any other guest or public internet device. In the case that visual applications require access to information within the trusted network, it is the policy of Message Point Media

that this should be done through the provisioning of a properly secured REST API endpoint that provides only the required information. In addition, the End User's firewall should be properly secured to only provide access to the resources (IP Addresses, Ports) that are required to support the visual application's data needs. If the End User does not follow this recommendation, misconfigures their network infrastructure, or requests that MPM deploy its controllers in a manner other than this recommendation they do so solely at their own risk, and MPM has no liability for any resulting information security breach or incident caused by the Service being deployed in this unsupported fashion.

If either End User becomes aware of any information security breach, unauthorized release of credentials, unauthorized access to the MessagePoint.TV platform, or any other security related incident that has any potential to involve or affect the MessagePoint.TV platform or Service it is their respective responsibility to immediately make MPM aware of this incident via email to our information security team at [IT\\_Security\\_Team @mpmedia.tv](mailto:IT_Security_Team @mpmedia.tv) or by calling our Support Hotline at (844) 4My-SIGN.

If MPM becomes aware of any information security breach, unauthorized release of credentials, unauthorized access to the MessagePoint.TV platform, or any other security related incident that has any potential to involve or affect the MessagePoint.TV platform or Service it is our responsibility to immediately make any affected End User and TripSpark aware of this incident via email from our information security team at [IT\\_Security\\_Team @mpmedia.tv](mailto:IT_Security_Team @mpmedia.tv) via e-mail to the End User's designated primary point of contact. These e-mails will contain the keyword [CRITICAL] in the subject line to allow the End User to easily identify them.

## V. Maintenance and Warranty

During any support period for which Service fees have been paid in full by Customer, MPM will maintain the Service so that it operates in conformity in all material respects with the descriptions and specifications for the service set forth in MPM published documentation. In the event that Customer detects any errors or defects in the Service, MPM will provide reasonable support services through an email, chat, or a telephone support line during its currently published support hours. Upon registration by Customer, MPM will also provide Customer with access to its software support website and other online resources for support of the Service. MPM will display notices of available platform updates in the Service's administrative console and such updates will be provided at no additional cost to Customer subject to the payment of all Service fees due at the time of the update.

This represents MPM's sole warranty with regard to this Service. MPM does not provide any other implied or expressed warranties, including any warranty of merchantability, fitness, or suitability for any specific purpose or function. Both parties agree that neither party shall be liable to the other party, under any claim or theory, for any special, punitive, consequential, incidental, indirect or consequential damages arising out of any services covered by this agreement (including, but not limited to, lost profits, good will, lost opportunity, lost data, and loss of usage). In the event of any other breach or default of any material obligation owed by one party to the other in this End User License Agreement, then the notifying party shall provide notice to the breaching party the breaching party shall be provided a reasonable opportunity to cure the breach or default prior to the notifying party taking any other actions

## VI. Miscellaneous

**D1 Referencing:** End User agrees that MPM may refer to End User as a Customer of MPM in both internal and external media.

**E1 Severability:** Both parties agree that if any provision of this End User License Agreement is deemed invalid or void it shall in no way effect any other provision of this End User License Agreement.

**F1 Indemnity:** Each party will indemnify, defend, and hold harmless the other party from all claims, liabilities or expenses for intellectual property infringement, physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the gross negligence or willful misconduct of the indemnifying party's employees or contractors arising out of this End User License Agreement. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand, or action, and cooperating with the indemnifying party in the defense or settlement of any such claim, demand, or action. ~~\_\_\_\_\_TO BE AMENDED~~

- G 1 Force Majeure:** This agreement is designed to cover the support needs of the End User during normal operating conditions. MPM shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, fire, flood, electrical surges, deliberate malicious acts, theft, and/or any other cause beyond the reasonable control of either party.
- H1 Ownership of Intellectual Property:** End User agrees that all intellectual property involved in the delivery of MPM's Services, to include computer source code, methods, graphic designs, and service MPMs, remain the sole property of MPM and that the End User shall not retain any rights to this Intellectual Property at the termination of this and/or any successor agreements. End User agrees not to utilize MPM's intellectual property to reverse engineer a materially identical signage / messaging system. MPM agrees that this provision shall not apply to any information that would be generally known to anyone familiar with these types of services.
- I1 Survival:** End User agrees that the provisions of Sections VI-c and VI-e above shall survive the termination of this End User License Agreement by either party for any reason