



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, February 14, 2017

4:00 PM

Municipal Center

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### 1. Call To Order

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

### 3. Approval of minutes

**MIN-17:014** Minutes for the Finance & Administration Committee Meeting on January 31, 2017

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

### 4. New Business

#### *Resolutions To Be Introduced*

**RES-17:016** A RESOLUTION TO EXECUTE A LEASE AGREEMENT WITH NETTLETON LODGE 657

**Sponsors:** Mayor's Office

**Attachments:** [Nettleton Lodge 657 Lease Agreement](#)

**RES-17:017** A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A CONTRACT WITH AT&T FIBER BUSINESS SOLUTIONS FOR THE UPGRADE TO THE INFORMATION SYSTEM NETWORK

**Sponsors:** Information Systems

**Attachments:** [AT&T Fiber Broadband Bundle Express Agreement Contract ID 8309208 v1](#)  
[AT&T Fiber Broadband Savings](#)

**RES-17:018** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH SENATOR JOHN BOOZMAN TO UTILIZE OFFICE SPACE IN THE MUNICIPAL CENTER

**Sponsors:** Mayor's Office

**Attachments:** [Boozman Jonesboro New Com 010317 Revision 020817](#)

**RES-17:019** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS URGING THE UNITED STATES CONGRESS TO ENACT LEGISLATION THAT WILL ENABLE STATE AND LOCAL GOVERNMENTS TO COLLECT REVENUES DUE TO LOCAL GOVERNMENT THAT ARE ESSENTIAL TO THE EXPANSION OF OUR

LOCAL AND REGIONAL ECONOMY, CREATION OF THOUSANDS OF NEW JOBS,  
ENHANCEMENT OF THE QUALITY OF LIFE WITHIN OUR COMMUNITIES, AND  
PRESERVATION OF LIMITED STATE AND LOCAL REVENUE SOURCES.

Sponsors: Mayor's Office

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-17:014    **Version:** 1    **Name:** Minutes for the Finance & Administration Committee  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 2/1/2017    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Finance & Administration Committee Meeting on January 31, 2017  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance & Administration Committee Meeting on January 31, 2017



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, January 31, 2017

4:00 PM

Municipal Center

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### 1. Call To Order

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

**Present** 6 - Ann Williams; John Street; Darrel Dover; Charles Coleman; Joe Hafner and David McClain

### 3. Approval of minutes

#### [MIN-17:005](#)

Minutes for the Finance & Administration Committee Meeting on January 10, 2017

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

**A motion was made by Councilman Darrel Dover, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 5 - Ann Williams; John Street; Darrel Dover; Charles Coleman and David McClain

### 4. New Business

#### *Ordinances To Be Introduced*

#### [ORD-17:001](#)

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 CAPITAL IMPROVEMENT FUND TO ADD \$35,404 FOR ROOF REPAIRS TO THE ENTIRE FACILITY OF THE OLD JUSTICE COMPLEX, 410 W. WASHINGTON.

**Attachments:** [old justice roof repair](#)

*Mayor Perrin stated that this is the Justice Complex where the courts are. He said they have had Building Maintenance Director Ronnie Shaver go up at look at the roof along with some other people. Mayor Perrin said it needs to be repaired because we have some stuff on the inside on the ceilings particularly on the side with collections. He said there is no need repairing that or the windows until we get the roof fixed. Councilman Coleman asked if that was a metal roof or a regular roof. Councilman John Street stated that it is a metal roof. He said he spoke with Ronnie Shaver last week and they had the annual Engineering inspection. The roof has held up. It has not moved since it was stabilized years ago, but the roof needs screws and pieces replaced that hold will it to the ceiling.*

Chairman Hafner asked if this was put out to bid. Mayor Perrin said that it was on the TIPS/TAPS Program so it was not required to be put out to bid. Councilman Street said they have preapproved vendors through the State of Arkansas. Chairman Hafner asked if this was a preapproved vendor. Mayor Perrin stated that it was a preapproved vendor through the TIPS/TAPS Program.

Councilman David McClain asked what a preapproved vendor meant. Councilman Dover stated it means that you do not have to take bids. Councilman McClain asked if it was the best price. CFO Suzanne Allen stated that these vendors submit to the State of Arkansas and they are approved through the TIPS/TAPS Program. The ability to bid on stuff is improved. Ms. Allen said that she would find out some more information on the TIPS/ TAPS Program and forward it to you so you will have it. The TIPS/TAPS Program's purpose is to provide substantial savings and best value for participating members through cooperative purchasing practices.

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

**Aye:** 5 - Ann Williams;John Street;Darrel Dover;Charles Coleman and David McClain

[ORD-17:002](#)

AN ORDINANCE AUTHORIZING THE MODIFICATION OF A GENERAL REVENUE PROMISSORY NOTE (MIRACLE LEAGUE PARK PROJECT REFUNDING), SERIES 2016; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE; DECLARING AN EMERGENCY; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

**Sponsors:** Finance and Parks & Recreation

**Attachments:** [2017-1-13 Miracle League Note modification](#)

Councilman Street asked if this was extending the maturity date of the note. Mayor Perrin stated that was correct. He said that it is extending the note's maturity date with First Security Bank on the Miracle League in the amount of \$400,000. The year before last, we paid some principal down and paid interest this year. With the funds that have come in, we are just paying the interest on the note. We hope that this year we will have some good donations and contributions because of the Wounded Warriors and some other big events that are going to come in and we will be able to knock that down. Mayor Perrin said this note has to be paid off in either four or five years. He said when they built the Miracle League, he said he didn't want any of the city's money put in there with the exception of the \$100,000 from CDBG. He said that is exactly where we are at, but we built a lot more than we had planned on doing particularly with the autistic room, making the field larger, and some other things. We had some major contributors, but they put their own stuff in there like when Ritter gave us \$100,000 for the jumbo Tron. It is taking some time to get this note paid back.

Councilman Dover asked if the city could at some point put some money into it as much as it is used by our citizens. Mayor Perrin said that he and CFO Suzanne Allen have talked about that. What he wants to do is to go another year or two before we reach that goal in five years. If we see that needs to be done, Mayor Perrin said that he would come back to the council and see what their opinion is on the matter. Councilman Dover stated he thought it is a good idea to spend city money on it. Mayor Perrin said he agreed that it was a good idea. Chairman Hafner asked if donations were actively pursued. Mayor Perrin said there are several groups that have fundraisers every year for it. Councilman Street asked if we are still looking for someone to buy the naming rights to it. Mayor Perrin said that was correct. He said

that he is going to take Parks Director Wixon Huffstetler over to Memphis to speak with the owners of the local McDonald's about donations. Mayor Perrin stated that if in a year or two if this thing is not paid off, we need to make a decision if we want to go ahead and pay it off. Chairman Hafner stated that he thought a year or two would be appropriate.

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

**Aye:** 5 - Ann Williams;John Street;Darrel Dover;Charles Coleman and David McClain

**ORD-17:004**

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2017 ANNUAL BUDGET FOR THE FIRE DEPARTMENT

**Sponsors:** Fire Department and Finance

**Attachments:** [Bid 2017-02 Fire Pumper Truck Tabulation](#)

Chairman Hafner stated that it was for a Fire Pumper Truck Tabulation. Mayor Perrin stated that was correct and the cost is around \$489,021. We are going to prepay and that is going to save us around \$22,000. Mayor Perrin stated that hopefully CWL will pay that back to the city on that truck and that will be in 2018. He said that it will take that long to order it and get it in. Councilman Street stated the estimated delivery time is 330–360 days. Mayor Perrin said this year CWL will make a payment and that will balance out the \$1,000,000 ladder truck that we bought. They gave us \$500,000 last year and will give us \$500,000 this year.

Chairman Hafner asked if this was in the 2017 budget at all. He asked if we are amending a previous number or are we are adding it. Councilman Dover asked if this would come out of the 2017 or 2018 budget. Mayor Perrin said that it would be the 2017 budget. Councilman Dover stated it says the city will save \$22,000 if we prepay. Councilman McClain asked how much CWL would repay the city. Mayor Perrin stated that CWL would repay the city \$489,000. He said they will pay the whole cost and we are saving \$22,000 by prepaying. Chairman Hafner said the original bid was a little over \$576,333. He said we are saving \$22,312 by paying on order and then we are trading in a 2006 model where we get \$65,000 on the trade-in.

Fire Chief Kevin Miller said that by the trade-in, the negotiations we've got, and by prepaying, we are saving \$22,000. Chairman Hafner asked if it would come out of city funds now and CWL would reimburse the city later. Mayor Perrin stated it would come out of reserves and capital improvement. He said that Chief Miller was able to negotiate another \$5,000 off of that. Councilman McClain asked how often the city needed to replace firetrucks. Chief Miller said he could use one every year, but realistically, with the age of their fleet, they are in a manageable range. The issue that he will be looking at over the next three years is phasing in new firetrucks for the aging firetrucks. He anticipates phasing in at least 2 engines over the next 2-3 years. He said that everything runs a year behind. We won't get this truck until 2018. We started the process on the ladder truck that is coming up back in January 2016. Councilman McClain asked when we would get the truck. Chief Miller said he anticipates it within the next 45 days. It is supposed to be delivered around March so we are nearing the completion date on it.

Mayor Perrin stated that the life expectancy of each piece of equipment is considered every year when preparing the budget. For instance, we bought 10 police cars one year and four another year which tells us that we are going to have to buy close to 10 again in 2018. Chief Miller stated they bought five trucks in one year. Councilman

Street stated that they had someone manufacturing parts because some of the trucks were so outdated. Councilman Dover stated that we went through a period of time in the city where we just didn't buy anything. Chief Miller said that we were trying to stretch our resources and that we are trying not to get in that same boat. He said that it was 12 years ago when this process started. Councilman Street said it took a long time for the city to get a Class 1 ISO Rating. Chief Miller said we are heading in a good direction right now.

Councilman McClain asked what kind of maintenance plan the city has. Chief Miller said we have a preventative maintenance plan. We have 3 firefighters who are certified mechanics so we do a lot of our own in-house maintenance. We do as much in-house maintenance as we can such as oil changes, brake checks, etc. and that is part of the preventive maintenance program we have for our units.

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

**Aye:** 5 - Ann Williams;John Street;Darrel Dover;Charles Coleman and David McClain

*Resolutions To Be Introduced*

**RES-17:004**

RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY FOR THE CITY OF JONESBORO FOR THE 2017 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)

**Sponsors:** Grants and JETS

**Attachments:** [2017 FTA Certs and Assurances](#)

*Councilman Dover stated that this is an annual thing that the city does to receive federal funds. Mayor Perrin said that it was something we have to do to get our 5307 money. We have to send this in.*

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

**Aye:** 5 - Ann Williams;John Street;Darrel Dover;Charles Coleman and David McClain

**RES-17:006**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER & LIGHT (CWL) PAY FOR THE REMAINDER OF THE PIERCE 107 FOOT AERIAL LADDER TRUCK

**Sponsors:** Finance and Fire Department

*Councilman John Street abstained from the discussion and voting on this item due to the conflict of him being on the CWL Board of Directors.*

*Councilman Dover asked Chief Miller if this was something we always do when we get ready to request payment. Chief Miller said yes. Councilman Dover said that it was basically just paperwork. Mayor Perrin stated that the CWL board approved it last week and once we approve this, we send this to them for payment and they in turn send us a check.*

**A motion was made by Councilman Darrel Dover, seconded by Councilman**

**David McClain, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Ann Williams;Darrel Dover;Charles Coleman and David McClain

**Abstain:** 1 - John Street

**RES-17:011**

A RESOLUTION TO CONTRACT WITH THE BELFORD GROUP TO PROVIDE AN ONLINE REGISTRATION PROGRAM FOR THE CITY OF JONESBORO PARKS AND RECREATION.

**Sponsors:** Parks & Recreation and Finance

**Attachments:** [Online Signup Agreement-Jonesboro Parks and Recreation Final.pdf](#)

*Parks & Recreation Director Wixon Huffstetler stated that this is a company in the State that he met at the State Parks & Recs show. This company does online registration. He said this is something that we desperately need and that we are way behind the times since it is 2017 and we do not do online registrations still. He said we are trying this company out and it is free to us. It costs us nothing. They just charge the online registrant a small fee to sign up online and they in turn send us our money. Councilman Dover asked if this was for camping spots. Mr. Huffstetler said this was strictly for softball, softball tournaments and rec league. Councilman Dover asked if it had anything to do with rental of pavilions or anything. Mr. Huffstetler said no, but that we would eventually get to that.*

*CFO Suzanne Allen stated that they will send the city a monthly check. She said we have the option to go in daily if we so chose to see who signs up. Chairman Hafner asked about the convenience fee listed in the contract of \$2 plus 3%. He asked if the registrant or parks would be paying for the convenience fee. Mr. Huffstetler said that the registrant would pay the convenience fees. Chairman Hafner asked about the ongoing maintenance fee of \$25 per event. Mr. Huffstetler stated that the company will do everything for us for free for the first year. After that, they will teach the Parks staff to do it. If we don't feel like the Parks staff can keep up the maintenance of the actual website and change everything, that is when you pay the \$25 and the company goes in and does everything for you monthly. He believes the Parks staff will be able to do it. Right now, they hand enter every sport they have. Chairman Hafner asked if it would cover City Stars. Mr. Huffstetler said eventually, but they are only starting out with softball so they can try the company out. He said right now they are in the basketball season and have hand entered 957 registration forms and it takes weeks to get that done.*

*Councilman McClain asked if we currently had anything like this and if we could do this in-house and build something like it. Mr. Huffstetler said no. Councilman Dover asked if this would mean that we have to exclusively register online. Mr. Huffstetler said people can still register by paper if they don't have internet, but hopefully, this will do the majority of it for them, especially tournaments. Tournaments are where Parks really get bogged down.*

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

**Aye:** 5 - Ann Williams;John Street;Darrel Dover;Charles Coleman and David McClain

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**

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

**Aye: 5 - Ann Williams;John Street;Darrel Dover;Charles Coleman and David McClain**



## Legislation Details (With Text)

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<b>File #:</b>	RES-17:016	<b>Version:</b>	1	<b>Name:</b>	Lease agreement with Nettleton Lodge 657
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	2/3/2017	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO EXECUTE A LEASE AGREEMENT WITH NETTLETON LODGE 657				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Nettleton Lodge 657 Lease Agreement</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO EXECUTE A LEASE AGREEMENT WITH NETTLETON LODGE 657  
WHEREAS, the City of Jonesboro and Nettleton Masonic Lodge 657 have previously entered into a lease agreement for the rental of the following described property to-wit: Lot 1 of Kiechs First Addition to the Town of Nettleton, Arkansas

WHEREAS, it is the desire of the parties to renew said lease for an additional five (5) year term.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Jonesboro, Arkansas, that the Mayor and City Clerk are hereby authorized and directed to execute the attached lease agreement with Nettleton Lodge No. 657.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into on this the 22<sup>nd</sup> day of March, 2017, by and between the City of Jonesboro, Arkansas, hereinafter referred to as "LESSOR" and Trustees Jerry L.H. Koster, Phil Baugh, and James Newell acting for and on behalf of the Nettleton Lodge No. 657 Free and Accepted masons, hereinafter referred to as "LESSEE".

1. That for and in consideration of the payment of the sum of Seventy Five (\$75.00) per year, the LESSOR hereby leases to the LESSEE the exclusive right, use and occupancy of the following described premises:

**Lot 1 of Kiech's First Addition to the Town of Nettleton, Arkansas**

2. The use of the premises shall be limited to the purpose of providing parking space facilities for Nettleton Lodge No. 657, which is located immediately adjacent to the above described property.
3. The term of this agreement shall be for a period of five (5) years from the date of this agreement. At the end of the five year period this lease is renewable if agreeable by both parties. If for any reason the LESSOR is not agreeable to the renewal of this lease, the LESSOR shall give LESSEE a sixty-day notice in writing prior to the expiration of the lease. Further, either party may terminate this lease by providing 60 days written notice.
4. The above rental payment shall be payable on or before the 22<sup>nd</sup> day of March 2017 and on each day and month consecutive four years of the term of the lease.
5. This lease may not be assigned by either party, nor the premises sublet. The property may not be utilized for any purposes other than as herein specified in Paragraph 1 of this lease without the written consent of the parties hereto.

6. The LESSEE agrees that the LESSOR shall not be responsible for any claim for damages to motor vehicles parked on the above premises, or for any other damage to personal property or claims for personal injuries as well as any other claim or cause of action arising out of LESSEE's rental and use of the subject premises.
7. This area shall not be used for any purpose other than as a parking area.

**IN AGREEMENT WHEREOF**, the duly authorized officers of the parties have set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LESSEE**

**LESSOR**

NETTLETON LODGE NO. 657

CITY OF JONESBORO

BY:

BY:

\_\_\_\_\_

\_\_\_\_\_

TRUSTEE

HAROLD PERRIN, MAYOR

\_\_\_\_\_

\_\_\_\_\_

TRUSTEE

DONNA JACKSON, JONESBORO CITY CLERK

\_\_\_\_\_

TRUSTEE



## Legislation Details (With Text)

<b>File #:</b>	RES-17:017	<b>Version:</b>	1	<b>Name:</b>	Contract with AT&T Fiber Business Solutions for network upgrade
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	2/6/2017	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A CONTRACT WITH AT&T FIBER BUSINESS SOLUTIONS FOR THE UPGRADE TO THE INFORMATION SYSTEM NETWORK				
<b>Sponsors:</b>	Information Systems				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">AT&amp;T Fiber Broadband Bundle Express Agreement Contract ID 8309208 v1</a> <a href="#">AT&amp;T Fiber Broadband Savings</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION FOR THE CITY OF JONESBORO TO ENTER INTO A CONTRACT WITH AT&T FIBER BUSINESS SOLUTIONS FOR THE UPGRADE TO THE INFORMATION SYSTEM NETWORK WHEREAS, this Contract is for the purpose of upgrading from Analog Lines to Fiber Lines at a cheaper rate than the current Contract; and

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

WHEREAS, the cost of the overall change will save the City approximately \$3,686 per year over what is being used currently.

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

Section 1: This contract is for the purpose of purchasing access to a managed fiber option over current analog lines.

Section 2: The Mayor and City Clerk are hereby authorized to execute said contract.


**AT&T Fiber Broadband Bundle Express Agreement**

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **March 30, 2017**.

**For AT&T Administrative Use Only**

171 Account # \_\_\_\_\_ Master Customer # \_\_\_\_\_ Doc Viewer ID: \_\_\_\_\_ attuid: pf694r  
 Contract ID#: FBB73900-F153208

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: CITY OF JONESBORO	AT&T Corp	Name: PETER FIGUEIREDO
Street Address: 411 E MONROE AVE	One AT&T Way	Street Address: 1116 HOUSTON ST
City: JONESBORO, State: AR Zip: 72401	Bedminster, NJ 07921-0752	City: FORT WORTH, State: TX Zip: 76102
Tel # 8709334694	ATTN: Master Agreement Support Team: mast@att.com	Tel # 2147626779

**AGREEMENT TERMS**
**1. SERVICES**

Service	Service Publications* Location
<ul style="list-style-type: none"> <li>AT&amp;T Fiber Broadband Bundle (FBB) Express</li> <li>AT&amp;T Business in a Box® Service</li> </ul>	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/ABN">http://serviceguidenew.att.com/sg_flashPlayerPage/ABN</a> (See FBB Express)

**2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES**

Term	Term Start Date/Effective Date of Rates and Discounts
2 Years	First day of first full billing cycle following implementation of this Agreement in AT&T's billing system

**3. WAIVERS AND CREDITS**

Charges Waived	Minimum Retention Period
Waivers as specified in the Service Guide for FBB Express Service	12 months
Monthly Recurring Charge per AT&T Business in a Box® Service 8 Port Analog Module Add-On	N/A

**4. SERVICES COMPONENTS AND RATES (PRICES)**
**4.1 AT&T Fiber Broadband Bundle Express**

Fiber Broadband Bundle Express	Concurrent Calls (per FBB Express)	Interstate (Inter- and IntraLATA) and Intrastate Toll Calling - Included Minutes (per month)	Option 1 and Option 2 – Sites served by Serving Wire Centers in Zone 1, Zone 1a, Zone 2 & Zone 2a Monthly Service Charge
10 Mbps	23	6,900	\$ 675.54
10 Mbps	46	13,800	\$ 914.76
20 Mbps	10	3,000	\$ 598.86
20 Mbps	23	6,900	\$ 698.76
20 Mbps	46	13,800	\$ 983.88
50 Mbps	10	3,000	\$ 799.20
50 Mbps	23	6,900	\$ 899.10
50 Mbps	46	13,800	\$ 1098.90
100 Mbps	10	3,000	\$ 1098.90
100 Mbps	23	6,900	\$ 1198.80
100 Mbps	46	13,800	\$ 1566.00
On-Net Calling & Local Off-Net Calling			Unlimited
US Off-Net Calling Charge in Excess of Included Interstate and Intrastate Toll Calling Minutes (per minute)			\$0.0400
International Off-Net Calling Charge (per minute)			Rate table for International Off-Net Outbound Calls as specified in the applicable Service Publication



## AT&T Fiber Broadband Bundle Express Agreement

### 4.2 AT&T Business in a Box

Service Component/Device	On-Site Maintenance (24X7X4) Monthly Charges
	Monthly Service Charge
Base Unit NextGen	\$0.00
Base Unit 12 Port	\$0.00
8 Port Analog Module Add-On	\$32.00

### 4.3 Minimum Payment Period

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**4.4 Early Termination Charges:** If Customer terminates any Service Component prior to the expiration of the Term, in addition to liability for all charges incurred through the disconnect of the Service, Customer is liable for the following: i) any of AT&T's unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, ii) any unpaid nonrecurring charges; plus, iii) any unbilled usage charges; plus; iv) an Early Termination Fee equal to 50% of the total monthly recurring charges for the Service or Service Component remaining in the Minimum Payment Period ("Early Termination Fee" or "ETF").

### 5. FBB Express General Terms and Conditions

**5.1** AT&T Corp. or its affiliates ("collectively AT&T") will provide Customer the services described in this Agreement ("Services") under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for the Service provided under this Agreement as if originally set forth here. The Service Publications that are incorporated-by-reference are provided at [att.com/servicepublications](http://att.com/servicepublications) by following the product links, or at the link provided above in the Services section and the AT&T Acceptable Use Policy ("AUP") provided at [att.com/aup](http://att.com/aup). AT&T may revise Service Publications at any time. The order of priority of the documents that form this Agreement is: first, these Agreement Terms and the AUP, and then the applicable Service Guides. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in the Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

**5.2 Services:** AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all time their use will comply with the AUP.

**5.3** Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

**5.4** Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.

**5.5 AT&T Equipment:** The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.



## AT&T Fiber Broadband Bundle Express Agreement

**5.6 Software:** Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.

**5.7 Prices:** Unless this Agreement states otherwise, the prices listed in this Agreement are stabilized for the Term. Prices during the Term are provided either in the incorporated Service Publication or above. When there is a conflict between this Agreement and the prices, discounts or waivers in the Service Guide, this Agreement controls, as described in Section 5.1 above.

**5.8 Taxes; Surcharges; Fees.** Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

**5.9 Billing, Payments and Deposits:** Payment is due 30 days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

**5.10 Termination and Suspension:** This Agreement is for the Term stated above, and at the end of this Term, this Agreement will continue on a month-to-month basis until one party gives notice to the other party that it intends to terminate the Agreement, provided such notice is given within 30 days. Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. If AT&T terminates a Service component under this Section, Customer is liable for the applicable early termination or cancellation charge for that Service Component.

**5.11** Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing the Service or an individual component of the Service ("Service Component") upon 30 days' notice.

**5.12 Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

### 5.13 Limitation of Liability

**5.13.1** AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES; NO OTHER LIABILITY WILL ATTACH TO AT&T. THIS LIMITATION WILL



## AT&T Fiber Broadband Bundle Express Agreement

NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

**5.13.2** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

**5.13.3** These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

### **5.14 Third Party Claims**

**5.14.1** AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

**5.14.2** AT&T WILL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON SOFTWARE, EQUIPMENT AND/OR SUPPLEMENTAL SERVICES FURNISHED UNDER THE AGREEMENT.

**5.14.3** Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

**5.15 Import/Export Control:** Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

**5.16 ARBITRATION:** ALL CLAIMS OR DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS NULL AND VOID.

**5.17 General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

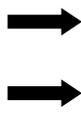
The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service using a Voice Over IP system may not be available or may be in some way limited by comparison to using traditional wireline telephone service. Such circumstances include, but are not limited to, relocation of the end user's telephone sets or other equipment, use of a non-native or virtual



**AT&T Fiber Broadband Bundle Express Agreement**

telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. The advisories are further provided at <http://new.serviceguide.att.com>.

**By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")**



Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



**AT&T Fiber Broadband Bundle Express Agreement**

**Letter of Authorization to Obtain Customer Service Records Only**

Customer Name: CITY OF JONESBORO	AT&T	Customer Account #:
Customer Full Address & Zip: 411 E MONROE AVE JONESBORO AR 72401	AT&T Full Address & Zip: 1116 HOUSTON ST FORT WORTH TX 76102	Customer Contact: Tel. #: 8709334694  AT&T Contact: Tel. #: 2147626779 Email ID:
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. AT&T may request CSRs for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) listed below or in the attachment. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location  (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER:		ACCEPTED BY AT&T:	
4. Signature:		8. Signature "AT&T Signature Not Required"	
5. Printed Name:		9. Printed Name eSign-PETER FIGUEIREDO	
6. Title:		10. Title	
7. Date:		11. Date	

This authorization shall continue in force unless and until revoked by the customer.

# MOBILIZING YOUR WORLD<sup>SM</sup>



## Business Services Proposal for



## JONESBORO

Monday, January 09, 2017

### Current Services

Location	Service	Sub Total
411 W Monroe Av Jonesboro, AR 72401	9 Analog Line Acct 8709334694	\$ 801.00
	250 Min Long Distance	\$ 15.00
	DSL Account acct 0870156354	\$ 110.00
<b>Total</b>		<b>\$ 926.00</b>

### Proposed

Location	Service	Sub Total
411 W Monroe Av Jonesboro, AR 72401	20Mb Managed Fiber w/10 Channel VoIP	\$ 598.86
	3000 Min Included Long Distance	\$ -
	Enhanced Features for Call Forwarding Etc.	\$ 20.00
<b>Total</b>		<b>\$ 618.86</b>
<b>Monthly Savings</b>		<b>\$ 307.14</b>
<b>Annual Savings</b>		<b>\$ 3,685.68</b>

\* Savings from AT&T Fiber  
Broadband Bundle Express  
Agreement.

**Chad Figueiredo**

Applications Sales Consultant

AT&T Fiber Business Solutions

O: 817-212-4876 | M: 214-762-6779

[pf694r@att.com](mailto:pf694r@att.com)

*\*Taxes and surcharges not included. This proposal is intended solely for budgeting purposes only.*



## Legislation Details (With Text)

<b>File #:</b>	RES-17:018	<b>Version:</b>	1	<b>Name:</b>	Lease agreement with Sen. Boozman for office space in the Municipal Center
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	2/8/2017	<b>In control:</b>		<b>In control:</b>	Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH SENATOR JOHN BOOZMAN TO UTILIZE OFFICE SPACE IN THE MUNICIPAL CENTER				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Boozman Jonesboro New Com 010317 Revision 020817</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH SENATOR JOHN BOOZMAN TO UTILIZE OFFICE SPACE IN THE MUNICIPAL CENTER

WHEREAS, the City of Jonesboro, Arkansas desires to enter into a lease agreement with Senator John Boozman to lease space in the Municipal Center located at 300 South Church Street, Jonesboro, Arkansas to be used by him for his local offices during his term as Senator; and

WHEREAS, Senator Boozman desires to rent said office space for the sum of \$640.00 per month subject to the terms set forth in the attached agreement.

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

1. The City of Jonesboro approves the Lease Agreement for office space in the Municipal Center to be utilized by Senator John Boozman.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement

# United States Senate

Home State Office Lease Agreement  
Washington, DC 20510

1. **THIS LEASE AGREEMENT** ("Lease") is made by and between **CITY OF JONESBORO** ("Landlord") and the **HONORABLE JOHN BOOZMAN**, ("Tenant") in his official capacity and in accordance with and subject to the statutory requirements set forth in 2 U.S.C. §6317, relating to Home State Office Space for United States Senators. It is hereby agreed as follows, and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

2. **BASIC LEASE TERMS and DEFINITIONS:**

- a. **PREMISES:** **430** usable square feet located in the Building as shown on the location plan attached as Exhibit A.
- b. **BUILDING ADDRESS:** 300 S. Church Street, Jonesboro, AR 72401
- c. **TERM:** Seventy-two (72) full calendar months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term.
- d. **COMMENCEMENT DATE:** January 3, 2017
- e. **EXPIRATION DATE:** January 2, 2023, except as otherwise provided for in this Lease.
- f. **RENT:** Payable in level monthly installments as follows –  
**MONTHS:** 72\*  
**INSTALLMENTS:** \$640.00  
**ANNUAL RENT:** \$7,680.00 (\$17.86 per usable square foot)  
\* Plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of Minimum Annual Rent for such period based on a thirty day (30) day basis and the amount of the monthly installment specified above.
- g. **NO SEPARATE CHARGES:** No separate charges for any operating expense, cost of living increase, pro rata expense, escalation, taxes, permits, fees or any other adjustment(s) during the term of this lease.
- h. **USE OF PREMISES:** General office use and related activities.
- i. **PARKING:** Not Applicable.
- j. **EARLY TERMINATION:** Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Senate Sergeant at Arms upon resignation, expulsion, death of the Tenant. Lease may also be terminated by Tenant or the U.S. Sergeant at Arms upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or materially interferes with Tenant's use of the Premises for the intended purpose.
- k. **HOLDOVER:** Month-to-month at the same per month rate during the term of Lease. Terminable by Landlord or Tenant with Sixty (60) days written notice.
- l. **ADDITIONAL DEFINED TERMS:** See Rider 1 for definitions of capitalized terms
- m. **ADDRESSES FOR NOTICE:** LANDLORD TENANT

The Honorable Harold Perrin

On or after commencement date:

City of Jonesboro  
300 S. Church St.  
Jonesboro, AR 72401

Honorable John Boozman  
300 S. Church Street, Suite 400  
Jonesboro, AR 72401-2960

FOR PAYMENT OF RENT:  
City of Jonesboro

\*\*\* Direct Deposit using the current  
EFT/Financial Institution Information  
on file \*\*\*

COPY TO:  
Office of the Sergeant at Arms of the  
U.S. Senate  
Room S-151  
United States Capitol  
Washington, DC 20510  
[stateofficeliasion@saa.senate.gov](mailto:stateofficeliasion@saa.senate.gov)

SUBMISSION OF MONTHLY RENT  
INVOICES:  
U.S. Senate Sergeant at Arms  
Accounts Payable Department  
Washington, DC 20510-7205

E-MAIL SUBMISSION OF MONTHLY  
RENT INVOICES:  
[stateofficeliasion@saa.senate.gov](mailto:stateofficeliasion@saa.senate.gov)

n. **CONTENTS:** The following are attached to and made a part of this Lease:

Rider 1 – Additional Definitions	Exhibit A – Plan Showing Premises
	Exhibit B – Not Applicable
	Exhibit C – Not Applicable
	Exhibit D – Not Applicable
	Exhibit E – Not Applicable
	Exhibit F – Not Applicable
	Exhibit G – Rent Payment Applicable

- 1. PREMISES BEING LEASED:** Landlord is leasing to Tenant and Tenant is leasing from Landlord **430** usable square feet of office space located at **300 S. Church Street, Suite 400, Jonesboro, AR 72401-2960. Within 60 (sixty) days of the commencement date of this lease, the Landlord, at his sole expense, shall provide and pay for a new carpeting throughout the leased premises, at a time that is mutually agreed to by both parties, using building grade carpeting, in a color and pattern agreed to by Tenant.** During the term of this lease, the Landlord shall correct any latent defects. Landlord warrants that, on the commencement date, the premises, the building and the property will comply with all applicable laws, including those relating to disability access and hazardous materials, that Building Systems serving the Premises are in good working order, and that the Building is properly zoned for the intended use of the Premises. A certificate of occupancy for the Premises must be issued and delivered to the Tenant. **The total amount of amortized space improvements included in the rent is \$0.00 per month.**
- 2. TERM OF LEASE:** Tenant shall have and hold the leased premises for the period beginning (commencement date) **January 3, 2017** and ending (expiration date) **January 2, 2023.** This lease shall not exceed the term of office which the Tenant is serving on the commencement date of this Lease. Should the Tenant be re-elected to his Senate seat after the expiration of his term of office which he was serving upon the execution of this agreement, the Tenant may holdover in the leased premises until such time as a new agreement has been executed. Any month-to-month holdover may be terminated by either party by providing sixty (60) days advance written notice to the other party. This lease may be terminated by the Tenant or the U.S. Senate Sergeant at Arms in the event of the Tenant's resignation, expulsion, or death by providing sixty (60) days' advance written notice to the Landlord of intention to terminate. In the event of fire, flood, natural disaster, condemnation, contamination or any other occurrence resulting in the loss of the building or otherwise rendering the premises untenable or unfit for the intended use, the Tenant may terminate this lease by providing sixty (60) days advance written notice to the Landlord.
- 3. RENT:** The monthly rent for the entire term, including any holdover period, shall be paid in arrears, in monthly installments of **\$640.00**, based on **430 usable square feet** for an annual rent of **\$7,680.00.** The annual rent shall include all applicable Federal, State and local taxes and duties and all occupancy and user permits and fees. Rent shall be due on or about the last day of each month and Landlord shall submit an original invoice in a form approved

by the U.S. Senate Sergeant at Arms (Exhibit G). Invoices shall be sent electronically via e-mail to [stateofficeliason@saa.senate.gov](mailto:stateofficeliason@saa.senate.gov) with subject line containing Tenant's name as identified in Section 1 and the city, state and zip code of the premises. If the invoice cannot be sent electronically, the original invoice may be mailed to the following address: U.S. Sergeant at Arms, Accounts Payable Department, Washington DC 20510-7205. Upon direction from the Tenant and the U.S. Sergeant at Arms, the Secretary of the Senate will pay the Landlord the sum due on a properly submitted invoice. Any payment made to the Landlord by the Secretary of the Senate for any period after this lease has expired or has otherwise been terminated shall be refunded by the Landlord without formal demand. Payments for any fractions of a month shall be prorated on a thirty (30 day basis). Any month-to-month holdover tenancy, if applicable, shall be at the same base rent as in effect at the expirations of this Agreement. Landlord agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Secretary of the Senate with the necessary banking information to facilitate such payments. Notwithstanding any other provision in this lease or any amendment, modification or addition hereto, 2 U.S.C. §6317 limits the maximum annual rate that may be paid to the Landlord for rental of the leased premises and any included fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall at no time exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located multiplied by the number of square feet contained in that office used by the Senator and his employees to perform their duties.

4. **TENANT RELOCATION:** Landlord agrees not to relocate Tenant for the Term of this Lease, including any extension or holdover periods, except by agreement of the Tenant to the proposed move requested by the Landlord. In the event the Tenant chooses to accept Landlord's offer to relocate to a different Premises, Landlord shall not increase the monthly rent if the offered Premises is larger or greater in value in terms of square feet, amenities, or location. Landlord shall also reimburse the Tenant for reasonable costs involved with affecting the change in Premises, including but not limited to, initial alterations (if necessary), installation of required security enhancements, moving of furniture and office equipment, new signage and an allowance for making notification to constituents, updating of web-sites/social media and the acquisition of new stationary.
5. **QUIET ENJOYMENT:** Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premise.
6. **SECURITY DEPOSIT:** No security deposit shall be required of the Tenant for this lease or for any parking passes or other identification device. Landlord shall provide sufficient number of keys, key fobs, and/or other electronic security system passes required for entry into the premises and/or building as requested by Tenant, and as mutually agreed to by Tenant and Landlord, at no additional cost to Tenant. The Landlord shall also provide Tenant at Landlord's sole expense any replacement keys, replacement key fobs, or replacement of other electronic security system passes provided by the Landlord and/or property management company as requested by Tenant.
7. **UTILITIES AND SERVICES:** Landlord shall provide the following utilities and services for the normal use and occupancy of the premises for general office purposes at no additional cost to the Tenant: Heating, ventilation and air conditioning (HVAC); Electricity (including providing replacement/installation of lighting tubes, lamp ballasts, starters, bulbs and LED bulbs as appropriate for the premises); Water; Janitorial Services (to include all cleaning and lavatory/washroom supplies, on a five (5) day per week basis, consisting of vacuuming, dusting, trash removal including recycling and all necessary recycling containers; Elevator(s); Extermination and Pest Control; Carpet Cleaning; Window Washing; Availability of Telephone, Broadband Internet services; and other as such may be arranged for and agreed upon by Landlord and Tenant.
8. **CABLE TELEVISION:** The Landlord shall continue to pay for monthly cable service in **one (1)** location within the leased premises, including CNN, C-SPAN I, C-SPAN II, and all local channels, but excluding internet service.
9. **MAINTENANCE AND REPAIRS:** The Landlord shall maintain the Property including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Landlord under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Tenant's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. Landlord shall keep the building and leased premises in compliance with all applicable state and local building, safety and fire codes. For the purpose of so maintaining the premises, the Landlord may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon

request of the Tenant, the Landlord shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Landlord shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Commencement Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Landlord's compliance with this clause. Landlord agrees to provide for snow removal for parking areas, sidewalks, or other access points to the Leased Premises. Landlord shall be liable for any damage, either to persons or property, sustained by Tenant or and of his/her employees or guests, caused by Landlord's failure with respect to maintenance and repairs as described above.

10. **BUSINESS HOURS:** Normal business hours for Tenant shall be Monday through Friday, 8:00 o'clock AM to 5:00 o'clock PM, unless otherwise agreed to by Landlord and Tenant.
11. **24 x 7 ACCESS TO PREMISES:** Tenant requires access to the premises twenty-four (24) hours a day, seven (7) days a week. There shall be no additional charge to Tenant for non-business hour's usage of Premises.
12. **LANDLORD'S RIGHT TO ENTER PREMISES:** Landlord and its agents, servants and employees may enter the Premises at reasonable times, and at any time in an emergency, without charge, liability or abatement of any rent, to: make repairs, alterations, improvements and additions either required by this Lease or advisable to preserve the integrity, safety and good order of part or all of the Premises or building, provide trash removal and janitorial services required by this Lease, comply with applicable laws under Section 17, show the Premises to prospective lenders or purchasers and, during 120 days immediately before the Lease ends, to prospective tenants, accompanied by a Tenant representative, if so requested by the Tenant, and remove any alterations made by the Tenant in violation of Section 20. Notwithstanding the above, entry is conditioned upon Landlord's: Giving the Tenant at least 24 hours advance notice, except in emergency, promptly finishing any work for which Landlord entered and causing the least practicable interference to the Tenant's operations.
13. **EARLY TERMINATION:** Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Sergeant at Arms upon resignation, expulsion, or death of the Tenant; or may be terminated by Tenant upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster, condemnation or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or unusable for the intended purpose.
14. **INSURANCE AND INDEMNIFICATION:** The Landlord and Tenant acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, under which recovery may be sought through the United States Senate Sergeant at Arms for any injury or loss arising under this lease due to the negligent or wrongful act or omission of Tenant or any of Tenant's employees acting within an official scope and capacity. Tenant shall not be required to provide any certificates of insurance to Landlord. Landlord further agrees that neither the Tenant nor the United States Senate, nor any of the United States Senate's officers or employees will indemnify or hold harmless the Landlord against any liability of the Landlord to any third party claim that may arise during or as a result of the Lease or Tenant's occupancy. Notwithstanding anything to the contrary contained in the foregoing indemnification provision or any other provision of this Agreement, Landlord's liability for any tort related claims, damages, losses or costs arising out of this Agreement shall be governed by and subject to Arkansas Code Annotated 21-9-301. Any indemnification obligation by Landlord under this Agreement shall be contingent upon and subject to an appropriation by the City of Jonesboro specifically for the purposes contemplated in the applicable provision or provisions of this Agreement, at the time or after an event which may give rise to Landlord's obligation to indemnify or save harmless occurs, and to the extent that a tortious claim is involved, Landlord's obligations shall not be greater than the liability that might be determined under the Statute, if the claim had been asserted against Landlord directly pursuant to the Statute. Any indemnification agreement made by Landlord in this Agreement is not to be deemed a waiver of immunity or defense that may exist in any action against Landlord.
15. **COMPLIANCE:** During the term, Landlord shall comply with all applicable laws regarding the building and the property, including without limitation Environmental Laws and with the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto ("ADA"), and Landlord shall comply with and perform both the Landlord's obligations, if any, as a public accommodation pursuant to Title III of the ADA and the Tenant's obligations as a public entity pursuant to Title II of the ADA for the premises and all common areas that service the premises. Landlord certifies that the Property

(including the premises) are or will be free of asbestos or non-contained asbestos on the commencement date and remain so throughout the term of the lease. If an asbestos inspection has been conducted, Landlord shall furnish a copy to the Tenant ten (10) days prior to the commencement date. Landlord shall certify that the building or premises have not been used for the storage or disposal of any toxic or hazardous substances and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the Property. Tenant will comply, and will cause its employees and agents to comply, with the Building Rules to the extent that the Building Rules do not interfere, conflict or unreasonably restrict the intended use of the Premises or pose a risk to personal safety.

16. **SIGNS:** The Landlord shall provide and pay for suitable building and suite signage which designates the Senator's office in accordance with Tenant's specifications. Landlord, at Tenant's request, shall include the Tenant's name in all building directories throughout the building at no cost to the Tenant. Changes to such directory shall be at no additional cost to the Tenant. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable Laws and the Building Rules. Landlord agrees to permit the conspicuous posting of sign(s) in the Building and/or Leased Premises required by statute or regulation for Federal facilities, including but not limited to, notice of the provisions of 18 U.S.C. §930 (h) concerning the possession of firearms or other dangerous weapons in Federal facilities.
17. **SECURITY:** The Landlord shall provide and pay for security in accordance with building standards, including adequate lighting in parking areas. Landlord hereby provides authorization for Tenant to continue to provide and/or install security enhancements to the leased premises at Tenant's sole cost and expense. Tenant shall not be required to return the leased premises to their original condition upon the termination of this lease.
18. **CAPITAL IMPROVEMENTS:** Capital improvements to the leased premises shall be made only upon written application to and/or written approval of the Landlord, which shall not be unreasonably withheld. Any improvement, physical modification or other alteration so requested by the Tenant or required by state or local code/law after initial occupancy shall be at Landlord's expense, which may be recouped in the monthly rent subject to and upon the prior approval of the Sergeant at Arms. All improvements shall be made in good workmanlike manner, and in accordance with all state and local building codes and in accordance with the American with Disabilities Act of 1990. All work performed at the request of the Tenant and the United States Senate Sergeant at Arms must be completed in accordance with Exhibits herein provided. Any modifications to the standards and scope of work described in the Exhibits to this Lease must be pre-approved by the United States Senate Sergeant at Arms.
19. **TENANT COOPERATION WITH "GREEN INITIATIVES":** Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiatives" such as LEED certification, which cooperation shall include providing electric consumption data or other relevant and non-sensitive data (as determined by the Tenant and Sergeant at Arms Liaison Office) in proper format for reporting to the U.S. Green Building Council (or similar or successor authority selected by Landlord). Tenant's cooperation is conditioned upon said certification(s) not resulting in changes to the Lease.
20. **ASSIGNMENT:** Landlord shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to the Tenant, and agrees that any such assignment without such notice shall be void for purposes of this Lease. Landlord shall file copies of any such notice with the Tenant and the U.S. Senate Sergeant at Arms at the notification addresses provided in Section 2 of the Lease. Tenant agrees not to assign or sublet the Premises during the course of the Lease.
21. **SALE OR TRANSFER OF LEASED PREMISES:** Landlord shall provide thirty (30) days' prior written notice to Tenant and the U.S. Senate Sergeant at Arms in the event of any sale to a third party of any part of the leased Premises, or Landlord transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Notice shall be sent to the Tenant and U.S. Senate Sergeant at Arms at the addresses in Section 2(n) of the Lease.
22. **BANKRUPTCY AND FORECLOSURE:** In the event that Landlord is placed in bankruptcy proceedings (whether voluntarily or involuntary), the leased Premises is foreclosed upon, or any similar occurrence, the Landlord agrees to

promptly notify Tenant and the U.S. Senate Sergeant at Arms in writing at the addresses provided in Section 2 of this Lease.

23. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT:** Landlord warrants that it holds such title to or other interest in the premises and other property as is necessary to the Tenant's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Tenant agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Tenant agrees, however, within twenty (20) business days next following the Tenant and the U.S. Senate Sergeant at Arms receipt of a written demand, to execute such instruments as Landlord may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Landlord if such easement does not interfere with the full enjoyment of any right granted the Tenant under this lease.

No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Tenant under this lease so long as the Tenant is not in default under this lease. Landlord will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Landlord warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the U.S. Senate Sergeant at Arms promptly upon demand.

In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Tenant will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Landlord under this lease, so as to establish direct privity of estate and contract between Tenant and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Tenant; provided, further, that the Tenant and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

None of the foregoing provisions may be deemed or construed to imply a waiver of the Tenant's rights as a United States Government entity.

24. **ESTOPPEL CERTIFICATE(S):** Tenant will cooperate on Landlord's request for an estoppel certificate relating to the leased premises (using a form to be provided by the Landlord), which will not be unreasonably withheld. Landlord should request an estoppel certificate thirty (30) days prior to the date needed and send a properly completed request form to the Tenant with a copy to the U.S. Senate Sergeant at Arms at the addresses provided for notice in Section 2 of the Lease. The Landlord shall provide a copy of the signed estoppel certificate to the Sergeant at Arms' State Office Liaison promptly upon receipt of the certificate from the Tenant.
25. **TENANT'S PERFORMANCE:** The Tenant enters into this lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the agreement. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Landlord by the Tenant under the terms of this lease are made solely on behalf of the Senator (Tenant) in the Senator's official and representational capacity. The Landlord agrees to look solely to the Tenant for default of payment or otherwise, and such Senator, in his official capacity, assumes all liability for performance of this lease agreement. Landlord shall provide Tenant and the Senate Sergeant at Arms written notification of any default made by Tenant under the terms of this agreement. Prior to the Landlord taking any action against Tenant for default, Tenant shall have sixty (60) days to cure any default after receipt of written notification from Landlord; however, if such default cannot be cured within such period, Tenant shall have such reasonable period of time as needed to cure such default. Tenant shall not be subject to surcharges, charges, attorney's fees, interest, penalties or similar fees arising from Tenant's default or otherwise.

26. **CONFLICT OF INTEREST:** The Landlord certifies and warrants that the Landlord has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this agreement. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Landlord agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Landlord is a party, public or private, or which the Landlord undertakes during the period of this contract (including contracts entered into during the period of this contract which include duties to be fulfilled after the termination of this contract). Landlord further certifies and warrants that this Lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Landlord and Tenant certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **INCORPORATION:** This lease constitutes the entire agreement between the parties and each party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein.
28. **MODIFICATIONS:** Any changes, additions, modifications or amendments to the lease agreement which are inconsistent with the paragraphs set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the parties and approved by the U.S. Senate Sergeant at Arms. Copies of any proposed modifications shall promptly be provided to the U. S. Senate Sergeant at Arms at the notice address in Section 2 of this Lease. Any changes, additions, modifications or amendments to the Lease inconsistent with or contrary to Law or Public Policy, including but not limited to, 2 U.S.C. §6317 (Home State office space for Senators; lease of office space), 28 U.S.C. §§ 2671-80 (Federal Tort Claims Act) and 31 U.S.C. §§ 1341, 1517(a) (Antideficiency Act), shall be null and void.
29. **TERMS SEPARATE AND INDEPENDENT:** Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.
30. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to each and every provision of this lease including delivery of the leased premises.
31. **ENFORCEABILITY:** If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.
32. **COUNTERPARTS:** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

33. **SECTION HEADINGS:** The captions and section headings in this Lease are for convenience only and do not in any way define, limit, describe or amplify the terms of this Lease.

**Landlord and Tenant have executed this Lease on the respective date(s) set forth below.**

**LANDLORD:**

**TENANT:**

\_\_\_\_\_  
Honorable Harold Perrin  
Mayor, City of Jonesboro, AR

\_\_\_\_\_  
Honorable John Boozman  
United States Senator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Attested by:**  
Honorable Donna Jackson  
City Clerk, City of Jonesboro, AR

\_\_\_\_\_  
Date

## Rider 1 **ADDITIONAL DEFINITIONS**

“ADA” means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

“Affiliate” means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

“Agents” of a party means such party’s employees, agents, representatives, contractors, licensees or invitees.

“Alteration” means any addition, alteration or improvement to the Premises or Property, as the case may be, including, without limitation, the Tenant Work.

“Building Rules” means the rules and regulations as they may be amended by Landlord from time to time with notice of the amendments provided to the Tenant and the U.S. Senate Sergeant at Arms.

“Building Systems” means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

“Common Areas” means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

“Environmental Laws” means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

“Hazardous Materials” means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

“Land” means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

“Latent Defect” means a defect in the property/premises found after the Tenant takes possession, discovered through the normal use of the premises and not typically found through normal inspection/investigation techniques. The defect can be in either the materials and/or workmanship used in the property/premises.

“Laws” means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

“Lease Year” means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

“Maintain” means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair and, at Landlord’s election, in compliance with any current or future accreditation of the Building for any so-called “green initiatives”.

“Monthly Rent” means the monthly installment of Minimum Annual Rent payable by Tenant under this Lease.

“Mortgage” means any mortgage, deed of trust or other lien or encumbrance on Landlord’s interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord’s interest is or becomes a leasehold estate.

“Mortgagee” means the holder of any Mortgage, including any ground or master lessor if Landlord’s interest is or becomes a leasehold estate.

“Normal Business Hours” means 8:00 a.m. to 5:00 p.m., Monday through Friday, Federal holidays excepted.

“Property” means the Land, the Building, the Common Areas, and all appurtenances to them.

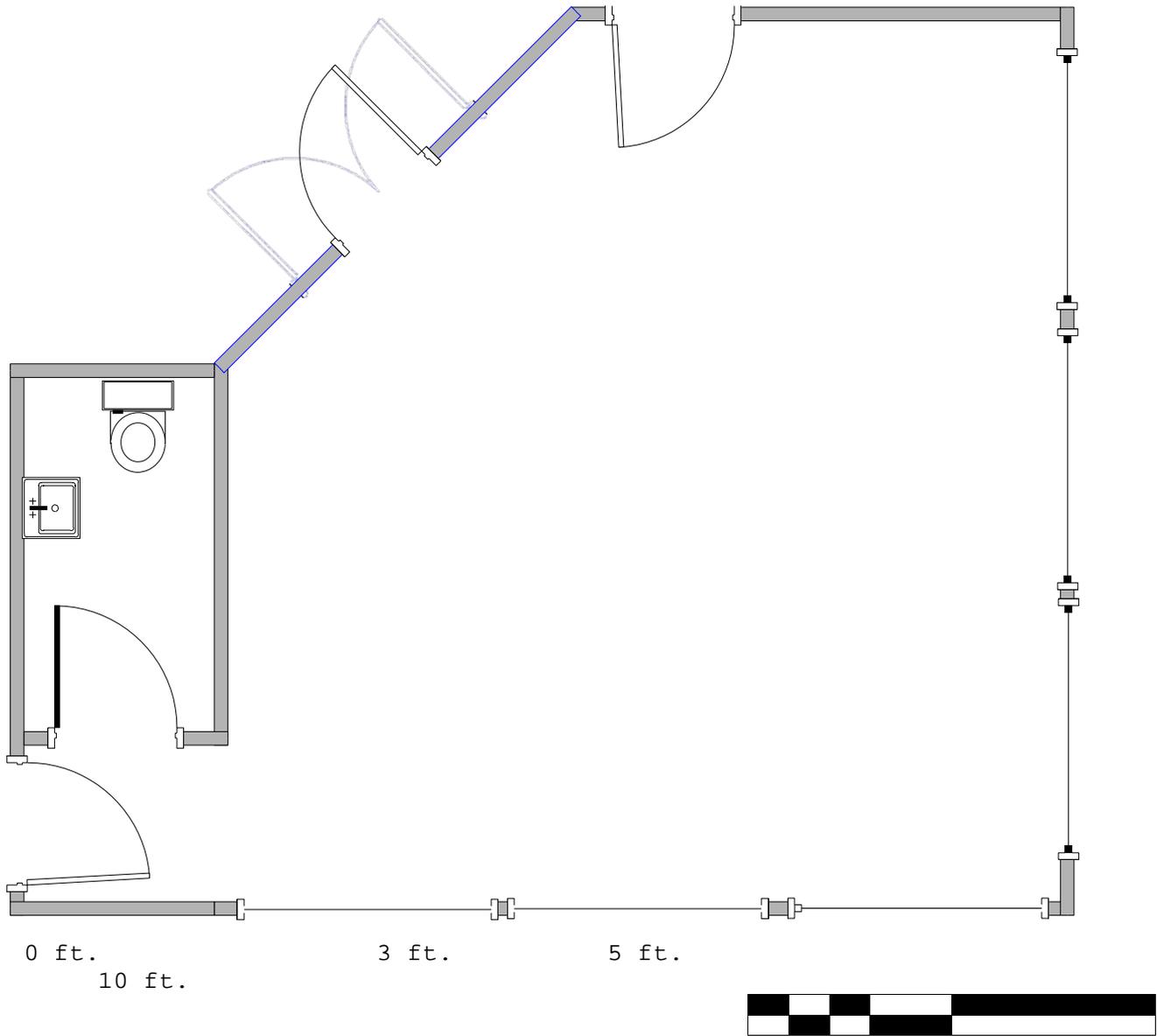
“Rent” means the Minimum Annual Rent and any other amounts payable by Tenant to Landlord under this Lease.

“Taken” or “Taking” means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

“Transfer” means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant’s interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant’s interest in the Premises, or (iii) any transfer of a direct or indirect controlling interest in Tenant.

“Substantial Completion or Conformity” means the premises may be used for its intended purpose and the completion of any remaining work will not unreasonably interfere with Tenant’s enjoyment of the premises. On the Commencement Date, the Property, Building and Premises must be in compliance with all applicable laws, regulations and local ordinances; be properly zoned according to the intended use, and Landlord must have a valid Certificate of Occupancy for the Building or Premises as required by local authorities.

EXHIBIT A  
PLAN SHOWING PREMISES



# XYZ COMPANY

Your Company Slogan

123 Question Lane, Suite # A  
Stadium, CA 51206  
800-532-6000

# INVOICE

**DATE:** January 16, 2015  
**INVOICE #** 100  
**FOR:** Leased Office Space

**Bill To:**

US SENATE, SERGEANT at ARMS OFFICE

**Attn: Accounts Payable**

Postal Square Building, 6th Floor  
Washington, DC 20510

DESCRIPTION	AMOUNT
<b>MONTHLY RENT</b> <i>Senator Congress 225 Maple Ave Suite # B Centurion, CA 51263</i>	\$ 250.00
<b>TOTAL</b>	\$ 250.00

Make all checks payable to **XYZ COMPANY**  
123 Question Lane  
Suite # A  
Stadium, CA 51602

**TAX ID# : 00-00000000**

If you have any questions concerning this invoice, contact **Ms. Cheryl Lyon**  
521.532.6521  
[cheryl@xyzcompany.com](mailto:cheryl@xyzcompany.com)

**THANK YOU FOR YOUR BUSINESS!**



## Legislation Details (With Text)

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**File #:** RES-17:019    **Version:** 1    **Name:** Resolution urging Congress to enact legislation concerning revenues due to local governments  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 2/8/2017    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**

**Title:** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS URGING THE UNITED STATES CONGRESS TO ENACT LEGISLATION THAT WILL ENABLE STATE AND LOCAL GOVERNMENTS TO COLLECT REVENUES DUE TO LOCAL GOVERNMENT THAT ARE ESSENTIAL TO THE EXPANSION OF OUR LOCAL AND REGIONAL ECONOMY, CREATION OF THOUSANDS OF NEW JOBS, ENHANCEMENT OF THE QUALITY OF LIFE WITHIN OUR COMMUNITIES, AND PRESERVATION OF LIMITED STATE AND LOCAL REVENUE SOURCES.

**Sponsors:** Mayor's Office

**Indexes:** Other

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS URGING THE UNITED STATES CONGRESS TO ENACT LEGISLATION THAT WILL ENABLE STATE AND LOCAL GOVERNMENTS TO COLLECT REVENUES DUE TO LOCAL GOVERNMENT THAT ARE ESSENTIAL TO THE EXPANSION OF OUR LOCAL AND REGIONAL ECONOMY, CREATION OF THOUSANDS OF NEW JOBS, ENHANCEMENT OF THE QUALITY OF LIFE WITHIN OUR COMMUNITIES, AND PRESERVATION OF LIMITED STATE AND LOCAL REVENUE SOURCES.

WHEREAS, many State and Local governments rely on the collection of sales and use taxes to support funding to improve needed infrastructure improvements, strengthen local small businesses, create jobs for their citizens, and fund essential services; and

WHEREAS, local small businesses confront expanded competition from the explosion of Internet sales by remote sellers who are unwilling to collect and remit properly assessed sales taxes to State and Local governments; and

WHEREAS, national studies reveal that State and Local governments lose approximately \$30 Billion each year from uncollected sales taxes from transactions involving remote Internet retailers; and

WHEREAS, State and Local associations, including the Government Finance Officers Association, the National League of Cities, the National Association of Counties, the United States Conference of Mayors, and the National Governors Association, along with partners in the retail community, worked together for years to develop a fair and easy system to collect and remit these sales taxes structured on a system of collection based on the purchaser's location; and

WHEREAS, through this collaborative effort, we believe that an effective and efficient response in eliminating the competitive disadvantage faced by our local small business retailers appeared in 2013 when the

Marketplace Fairness Act passed in the United States Senate through a bi-partisan effort and would have established a fair system for the collection of existing taxes owed to State and Local government, and address the pressing need to level the playing field among remote Internet sellers and local "bricks and mortar" retailers; and

WHEREAS, following the passage of the Marketplace Fairness Act by the United States Senate in 2013, the United States House of Representatives did not vote on the Marketplace Fairness Act or any alternative to address this critical economic development issue, and this inaction by the House of Representatives caused the United States Senate to reintroduce the Marketplace Fairness Act in 2015; and

WHEREAS, 2017 is now the opportunity for the 115<sup>th</sup> Congress to demonstrate real political courage and break this unwarranted and unjustified stalemate by moving the Marketplace Fairness Act or other legislation to collect and remit sales taxes structured on a system of collection based on the purchaser's location through the United States Senate and United States House of Representatives during its 2017 session in order to protect localities and level the playing field between local retailers and remote Internet sellers.

NOW, THEREFORE, be it resolved by the Council of the City of Jonesboro, Arkansas that:

1. The City Council urges Senate Majority Leader Mitch McConnell, Senator John Boozman, Senator Tom Cotton, and all United States Senators to reintroduce the Marketplace Fairness Act into the United States Senate during its 2017 session.
2. The City Council urges Speaker Paul Ryan, Chairman Bob Goodlatte, and all Members of the House of Representatives to act on the Marketplace Fairness Act or other legislation to collect and remit sales taxes structured on a system of collection based upon the purchaser's location in the House Judiciary Committee.
3. The City Council urges the United States Senate and the United States House of Representatives to hold votes to pass the Marketplace Fairness Act or other legislation to collect and remit sales taxes structured on a system of collection based upon the purchaser's location during the 2017 session and send the clear and unequivocal message to States and Localities that the United States Congress supports small business women and men who create jobs, produce revenues to support essential infrastructure improvements, and create a stronger and more resilient economy for the benefit of all Americans.
4. That the City Council directs the City Clerk to provided attested copies of this Resolution to The Honorable Paul Ryan, Speaker of the United States House of Representatives, The Honorable Bob Goodlatte, Chairman of the House Judiciary Committee, The Honorable Mitch McConnell, Senate Majority Leader of the United States Senate, The Honorable John Boozman, United States Senator, and The Honorable Tom Cotton, United States Senator.