



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Tuesday, October 14, 2014 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, October 14, 2014 6:00 p.m.
305 SW "A" Street**

**Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: September 23, 2014
Swear in Police Officer – Marci King**

AGENDA

1. Recognition by City Council of Old High Middle School located at 406 NW 2nd Street. The property was nominated and won the September Commercial Landscaping of the Month award. Please refer to memo. **(Pages 4-5)**

2. Planning:

- 2a. **Marrs Developing, LLC: Rezoning, R-1, Single Family Residential to R-C2, Central Residential-Moderate Density, 410 Southwest 'C' Street** **(Pages 8-13)**

The planning commission voted 5-0 recommending approval.

The applicant has requested a rezoning from R-1 to RC-2, the property is currently a residence. The surrounding property is currently zoned R-1, D-E and RC-2.

- 2b. **Phillip and Dayna Martz: Rezoning, A-1, Agricultural to R-E, Residential Estate, 1501 McCollum Road, Hancock Subdivision.** **(Pages 14-19)**

The planning commission voted 5-0 recommending approval.

The applicant has requested a rezoning from A-1 to R-E, future use for the area of said Lot 1 is to remain undeveloped.

- 2c. **Phillip and Dayna Martz: Rezoning, R-1, Single Family Residential to A-1, Agricultural, Lot 1 Martz Pond Addition.** **(Pages 20-24)**

The planning commission voted 5-0 recommending approval.

All of the adjacent property to the existing Lot 1, Martz Pond Addition is currently zoned A-1. Rezoning said Lot 1 to A-1 conforms to the existing adjacent zoning. Future use for the area of said Lot 1 is to remain undeveloped and wooded.

- 2d. **Cornerstone Ridge, LLC: Rezoning, PUD, Planned Unit Development to R-1, Single Family Residential, Southwest Rhinestone Boulevard and Southwest Morning Star Road.**
(Pages 25-30)

The planning commission voted 5-0 recommending approval.

The applicant has requested a rezoning from PUD to R-1, to allow some 60' wide lots.

- 2e. **Tiffany Bacon: Lot Split, Lot 25 Railroad Addition, 310 Southeast 'A' Street, Zoned D-E, Downtown Edge**
(Pages 31-34)

The planning commission voted 5-0 recommending approval.

The applicant has submitted a Lot split for the north half of the lot 15 Railroad Addition. After the dedication of right of way along Southeast A Street the new lot will be known as Lot 25 Railroad Addition. A 20' easement is being dedicated along the front property line on the .20 acre tract.

- 2f. **BCCL, Bentonville, LLC: Final Plat, Central Park Addition Phase 5, North of Windmill Road, West of Highway 112, Zoned R-1, Single Family Residential.**
(Pages 35-39)

The planning commission voted 5-0 recommending approval.

The applicant has submitted a Final Plat for a 26 acre R-1, Single Family Residential subdivision. The subdivision will consist of 64 buildable lots, 2 detention lots and a common open space lot (.80 ac. The proposed subdivision will be known as Central Park Addition Phase 5. Traffic calming has been installed on all streets exceeding 660' in length. Lot 1 and 67 will be the site of detention. Improvements are currently under construction along windmill Road as part of larger joint road project. All easements are in place to facilitate water and sewer access to each lot.

3. Appointment by City Council of Rick Simmons and Elizabeth Keck to the Airport Advisory Board with terms expiring on September 27, 2017. Reappointment by City Council of Pat Carroll to the Airport Advisory Board filling Brian Baldwin's unexpired term that will expire September 27, 2015.
(Pages 40-47)
4. SE 6th Street Sidewalk Improvements is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$1,730.25 less than the currently contracted amount of \$132,384.28.
(Pages 48-50)
5. A resolution for the Mayor and City Clerk to enter into a ground lease for the aircraft hangar at 2420 SW Aviation Street. The hangar is currently leased to

Trust and Transit LLC. The proposed owner group consisting of Tony Steele, Rex Grimsley, and Bill Simon would like to enter into a new 35 year lease with 3 five year extensions at a lease rate of \$0.21 per square foot with an inflation adjustment. Airport Advisory Board voted unanimously to forward the lease to Council with a recommendation for approval. **(Pages 51-56)**

6. Adopt Resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. This Resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2015. **(Pages 57-60)**
7. Request the City Council award competitive bid number 14-48 to Carnahan White. The bid is in the amount of \$65,000 and would provide for perimeter fencing of our police department facility. The amount budgeted in 2014 for this project is \$75,000. This project will not include gate systems. **(Pages 61-62)**
8. Approval of a resolution expressing the willingness of the city of Bentonville to apply to the "Tourism Attraction Feasibility Study Matching Grant Program" administered by the Arkansas Department of Parks and Tourism. **(Pages 63-65)**
9. Parks and Recreation Staff seeks City Council approval of a budget adjustment in the amount of \$19,920, to fund a professional services agreement for the design, develop bid documents and construction oversight for parking lots at the Community Center sports fields. **(Pages 66-70)**
10. Parks and Recreation Staff seeks City Council approval of a bid award to Pick-It Construction, in the amount of \$23,260 for the construction of new park entry signs at two parks. **(Pages 71-73)**
11. Approve a Waiver of bid to continue telecommunication services with AT&T and upgrade to HVS. Please see memorandum for additional details. **(Pages 74-140)**



CHECK ALL THAT APPLY	
	Bid Award
	Budget Adjustment
	Change Order
X	Informational
	Ordinance
	Resolution
	Other

AGENDA FORM

CITY COUNCIL MEETING OF:

October 14, 2014

Submitted by: Danielle Shasteen

Department: Planning Services

Phone: 271-6826

ACTION REQUIRED:

Recognition by City Council of Old High Middle School located at 406 NW 2nd Street. The property was nominated and won the September Commercial Landscaping of the Month award. Please refer to memo.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head [Signature] Date 10/9/14

Staff Attorney [Signature] Date 10/9/14

Purchasing Agent _____ Date _____

Mayor [Signature] Date 10/09/14

Finance Director [Signature] Date 10/9/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO

Date: October 6, 2014

To: Bentonville City Council

From: Danielle Shasteen, Community Programs Coordinator

RE: Commercial Landscaping of the Month Award

Dear Bentonville City Council,

Included in the 2011 “Big Tidy Up” Campaign, a “Commercial Landscaping of the Month” award was created to recognize Bentonville business owners who have improved and maintained the exterior landscaping of their property. The City’s Tree & Landscape Advisory Committee has committed to continue this award within their community outreach activities.

The award recognizes the hard work and pride exhibited by Bentonville business owners because we are proud to have a community that strives to beautify their property and the City of Bentonville.

The award is intended to inspire others to take pride in their business, improve their landscaping, pick up litter and to improve the quality of life in the City of Bentonville.

The evaluation criteria are based on four categories: consistent maintenance; tasteful, creative landscaping; lawn accents; good use of seasonal color and overall appearance.

Bentonville business owners can nominate themselves or others for the award. Old High Middle School (OHMS) located at 406 NW 2nd Street is the winner for the month of September. The Principal of OHMS is Jeffrey Wasem. The property was nominated by a Bentonville resident.

The landscaping on the south side of the OHMS property is a partnership with the Bentonville Garden Club. It has been nearly twenty years that the Bentonville Garden Club has been associated with OHMS in some capacity.

Tina Bogle, Bentonville Garden Club Chairman for City Beautification, is responsible for planning and executing landscaping projects in the community. Luna Yalfo, Bentonville Garden Club Chairman for Youth Education, is responsible for providing programs to educate children and teens about horticulture and gardening. She is responsible for involving the students with the Butterfly Garden and small round planting bed at OHMS. Throughout the school year, the students assist with planting plants and seed, along with many other projects.

Award winners are recognized at a regular City Council meeting and are presented with a decorative yard sign.

Respectfully,



Danielle Shasteen

**City Council
Agenda
October 14, 2014**

Marrs Developing, LLC: Rezoning, R-1, Single Family Residential to R-C2, Central Residential-Moderate Density, 410 Southwest 'C' Street

The planning commission voted 5-0 recommending approval.

The applicant has requested a rezoning from R-1 to RC-2, the property is currently a residence. The surrounding property is currently zoned R-1, D-E and RC-2.

Phillip and Dayna Martz: Rezoning, A-1, Agricultural to R-E, Residential Estate, 1501 McCollum Road, Hancock Subdivision.

The planning commission voted 5-0 recommending approval.

The applicant has requested a rezoning from A-1 to R-E, future use for the area of said Lot 1 is to remain undeveloped.

Phillip and Dayna Martz: Rezoning, R-1, Single Family Residential to A-1, Agricultural, Lot 1 Martz Pond Addition.

The planning commission voted 5-0 recommending approval.

All of the adjacent property to the existing Lot 1, Martz Pond Addition is currently zoned A-1. Rezoning said Lot 1 to A-1 conforms to the existing adjacent zoning. Future use for the area of said Lot 1 is to remain undeveloped and wooded.

Cornerstone Ridge, LLC: Rezoning, PUD, Planned Unit Development to R-1, Single Family Residential, Southwest Rhinestone Boulevard and Southwest Morning Star Road.

The planning commission voted 5-0 recommending approval.

The applicant has requested a rezoning from PUD to R-1, to allow some 60' wide lots.

Tiffany Bacon: Lot Split, Lot 25 Railroad Addition, 310 Southeast 'A' Street, Zoned D-E, Downtown Edge

The planning commission voted 5-0 recommending approval.

The applicant has submitted a Lot split for the north half of the lot 15 Railroad Addition. After the dedication of right of way along Southeast A Street the new lot will be known as Lot 25 Railroad Addition. A 20' easement is being dedicated along the front property line on the .20 acre tract.

BCCL, Bentonville, LLC: Final Plat, Central Park Addition Phase 5, North of Windmill Road, West of Highway 112, Zoned R-1, Single Family Residential.

The planning commission voted 5-0 recommending approval.

The applicant has submitted a Final Plat for a 26 acre R-1, Single Family Residential subdivision. The subdivision will consist of 64 buildable lots, 2 detention lots and a common open space lot (.80 ac. The proposed subdivision will be known as Central Park Addition Phase 5. Traffic calming has been installed on all streets exceeding 660' in length. Lot 1 and 67 will be the site of detention. Improvements are currently under construction along windmill Road as part of larger joint road project. All easements are in place to facilitate water and sewer access to each lot.



PC Meeting of: October 7, 2014

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

REZONING: Marrs Developing, LLC (R-1, Single Family Residential to R-C2, Central Residential - Moderate Density)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: October 7, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-09000023

Applicant/Current Owner: Marrs Developing, LLC

Representative: Gray Rock, LLC

Requested Action: Rezoning

Location: 410 Southwest 'C' Street

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: R-C2, Central Residential - Moderate Density

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently a vacant single family residence in an established residential neighborhood.

Previous Rezoning Requests for this Property: There are no known rezoning's for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Dwelling	R-1, Single Family Residential	Downtown Mixed Use Residential
South	Single Family Dwelling	DE, Downtown Edge	Downtown Mixed Use Residential
East	Vacant lot	R-1, Single Family Residential	Downtown Mixed Use Residential
West	Single Family Dwelling	R-1, Single Family Residential	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	Southwest 5 th Street	Local	Two lane asphalt
East	Southwest 'C' Street	Local	Two lane asphalt
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **September 11, 2014** the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **September 8, 2014**. In addition, staff posted a notice of public hearing sign on the property on **September 22, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: According to Policy LU-16 Infill Development of the General Plan "The City shall encourage the development of mixed-use and residential projects with in the downtown area to increase the community's housing stock and to enhance the vitality of downtown businesses. Policy LU-23 Housing Types states "the City should encourage the development of a mix of housing types to the meet the needs of residents...".

The proposed rezoning will meet the intent of both policies therefore the request is consistent good land use planning and the general plan.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The proposed development will not create an increase to traffic danger in the area.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

Finding(s) of Staff: The proposed zoning will not adversely impact the public infrastructure. Emergency services are adequate at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Commercial.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **R-1, Single Family Residential** to **R-C2, Central Residential – Moderate Density**.





GRAY ROCK, LLC.
Civil Engineering and Landscape Architecture
5204 Village Parkway, Suite 11
Rogers, AR 72758 479-966-4413

September 02, 2014

The City of Bentonville, Arkansas
Planning Department
305 SW "A" Street
Bentonville, AR 72712
479-271-3122

Re: Marris - Rezone

Planning Staff,

The following is a letter requesting your acceptance of the rezone of .09 acres located at 410 SW C Street in Bentonville.

The site is .09 acres, zone R-1, and is currently a residence. We are requesting to rezone the site to RC-2.

The surrounding property is currently zoned R-1, D-E, and RC-2.

Enclosed in this package is the application and fee, the warranty deed, this narrative letter, and one digital copy of the legal description. Thank you for your time and consideration.

Sincerely,

A black rectangular box redacting the signature of M. Dirk Thibodaux.

M. Dirk Thibodaux, ASLA, PLA
Gray Rock, LLC
dirk@grayrockconsulting.com

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-C2, CENTRAL RESIDENTIAL MODERATE DENSITY

WHEREAS, Marrs Developing, LLC, duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to R-C2 property to be used in accordance with city zoning laws and state laws; which property is described as follows: 410 Southwest 'C' Street

Lot 5, Block 10, Dunn & Davis Addition, Bentonville, Benton County, Arkansas, as shown on plat record 'B' at page 117.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 7th day of October 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to R-C2 property;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present classification to R-C2 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: October 7, 2014

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

**REZONING: Lot 4 Martz Pond Addition (A-1, Agricultural to R-E, Residential Estate)
Current Planning Division Correspondence: Planning Commission Staff Report**

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: October 7, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-09000024
Applicant/Current Owner: Phillip and Dayna Martz
Representative: Survey 1
Requested Action: Rezoning
Location: 1501 McCollum Road
Existing Zoning: A-1, Agricultural
Proposed Zoning: R-E, Residential Estate
Future Land Use Map Designation: Low Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently the site of an occupied single family residence.

Previous Rezoning Requests for this Property: There are no known rezoning requests for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Residence & Church	A-1, Agricultural	Low Density Residential & Public
South	Single Family Residence	R-E, Residential Estate	Low Density Residential
East	Single Family Residence	A-1, Agricultural	Low Density Residential
West	Single Family Residence	R-E, Residential Estate	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Tiger Boulevard	Arterial	Two lane asphalt with curb & gutter
South	-	-	-
East	-	-	-
West	NE 'J' Street	Arterial	Two lane asphalt with center turn lane and curb & gutter

LEGAL NOTIFICATIONS

Public Notice: On **August 27, 2014**, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **September 8, 2014**. In addition, staff posted a notice of public hearing sign on the property on **September 22, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: Policy LU-23 Housing Types within the General Plan states “the City should encourage the development of a mix of housing types to the meet the needs of residents...”. The rezoning request is consistent with good land use planning and the general plan and will meet the intent of the policy while allowing the property owner the ability to keep animals specifically approved by the planning commission.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The proposed rezoning will not create an increase to traffic in the area.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

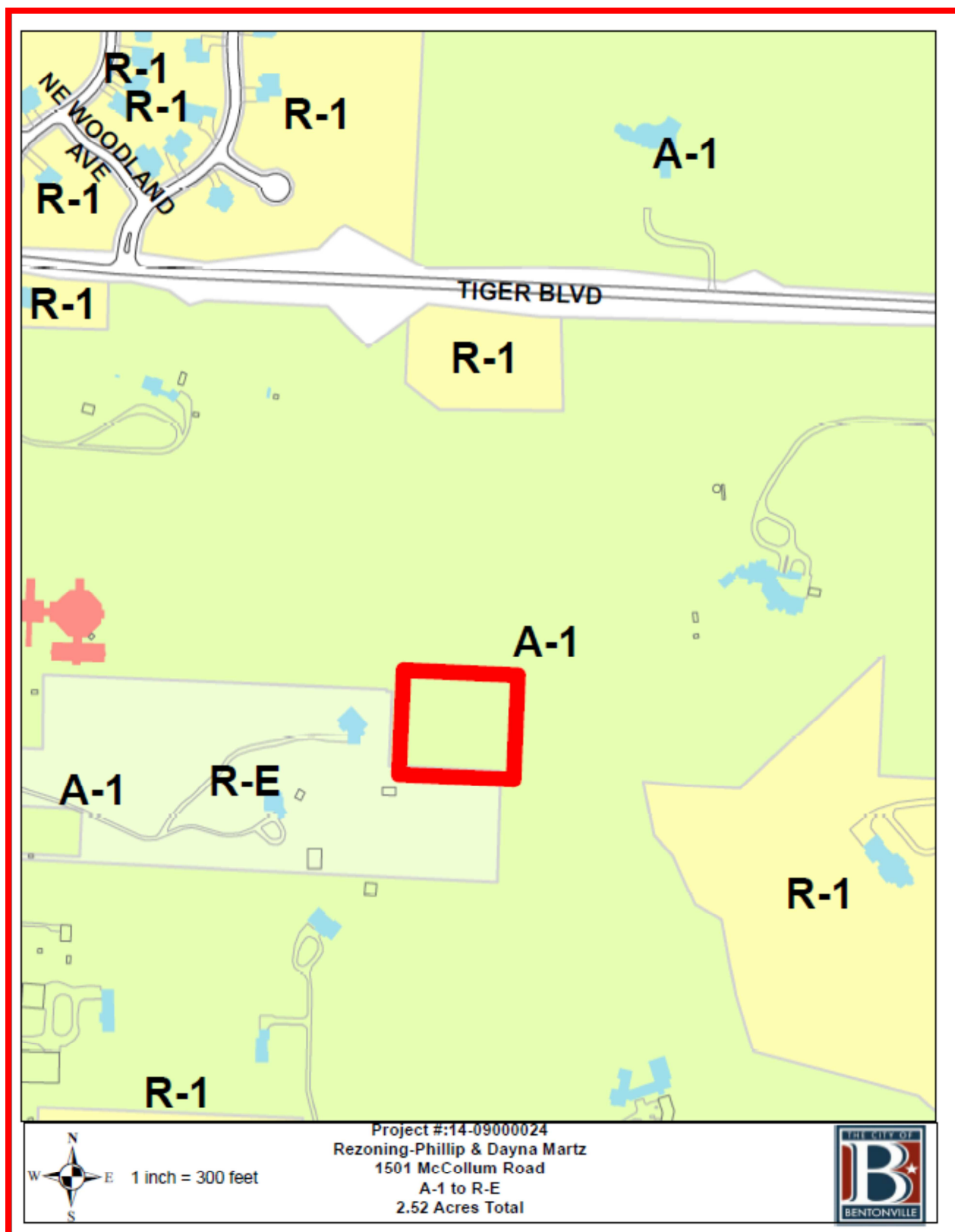
Finding(s) of Staff: The proposed zoning will not adversely alter population density nor impact the public infrastructure. Water and sewer are available at this location. Emergency services are adequate at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville’s Future Land Use Map, which depicts this property as Low Density Residential.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **A-1, Agricultural** to **R-E, Residential Estate**.



Rezone Application Narrative for Lot 1, Martz Pond Addition (Plat Book 2008, Page 316)

The current zoning is R-1 and the proposed zoning is A-1.

The owner of the property is Phil and Dayna Martz, 1501 McCollum Drive, Bentonville, Arkansas.

There is a property line adjustment that is concurrently submitted that will eliminate the East and South lot lines defining said Lot 1, Martz Pond Addition, which will require the rezone since the adjacent land has a different zoning. The adjacent Lot 4, Martz Pond Addition is zoned A-1. The proposed property line adjustment will create a new "Lot 6" that will contain all of Lot 1 and part of Lot 4 and will be 16.13 acres.

All of the adjacent property to the existing Lot 1, Martz Pond Addition is currently zoned A-1. Rezoning said Lot 1 to A-1 conforms to the existing adjacent zoning.

Future use for the area of said Lot 1 is to remain undeveloped and wooded.

There should be no affect on the traffic by this rezone.

No signage will be placed on the area to be rezoned.

There will be no change in appearance due to the rezone. The property will remain wooded.

Water service to said Lot 1 can be accessed from the North side of Tiger Boulevard from a 12" line. Sewer service is available from a 10" line sewer line along the Southwest lot line of Lot 1.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-E, RESIDENTIAL ESTATE.

WHEREAS, Phillip & Dayna Martz, duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to R-E property to be used in accordance with city zoning laws and state laws; which property is described as follows:

PART OF LOT 4 OF THE MARTZ'S POND ADDITION TO THE CITY OF BENTONVILLE, AS RECORDED IN THE BENTON COUNTY CIRCUIT CLERKS OFFICE IN PLAT BOOK 2008 AT PAGE 316, ALSO BEING PART OF THE SE/4 OF THE SE/4 OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SW CORNER OF SAID SE/4 OF THE SE/4 OF SECTION 20, THENCE N 02°34'35" E 281.00 FEET, THENCE S 87°30'48" E 310.00 FEET, THENCE S 02°34'35" W 281.00 FEET, THENCE N 87°30'48" W 310.00 FEET, TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 7th day of October 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to R-E property;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present classification to R-E property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: October 7, 2014

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

REZONING: Lot 4 Martz Pond Addition (R-1, Single Family Residential to A-1, Agricultural)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: October 7, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-09000025
Applicant/Current Owner: Phillip and Dayna Martz
Representative: Survey 1
Requested Action: Rezoning
Location: 1501 McCollum Road
Existing Zoning: R-1, Single Family Residential
Proposed Zoning: A-1, Agricultural
Future Land Use Map Designation: Low Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently the site of an occupied single family residence.

Previous Rezoning Requests for this Property: This property was previously rezoned from A-1 to R-1 by the Planning Commission on July 3, 2007.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Residence	A-1, Agricultural	Public
South	Single Family Residence	A-1, Agricultural	Low Density Residential
East	Single Family Residence	A-1, Agricultural	Low Density Residential
West	Single Family Residence	A-1, Agricultural	Mixed Use & Commercial

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Tiger Boulevard	Arterial	Two lane asphalt curb & gutter
South	-	-	-
East	McCollum Road	Collector	Two lane asphalt
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **August 27, 2014**, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **September 8, 2014**. In addition, staff posted a notice of public hearing sign on the property on **September 22, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: Policy LU-23 Housing Types within the General Plan states “the City should encourage the development of a mix of housing types to the meet the needs of residents...”. The rezoning request is consistent with good land use planning and the general plan and will meet the intent of the policy.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The proposed rezoning will not create an increase to traffic in the area.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

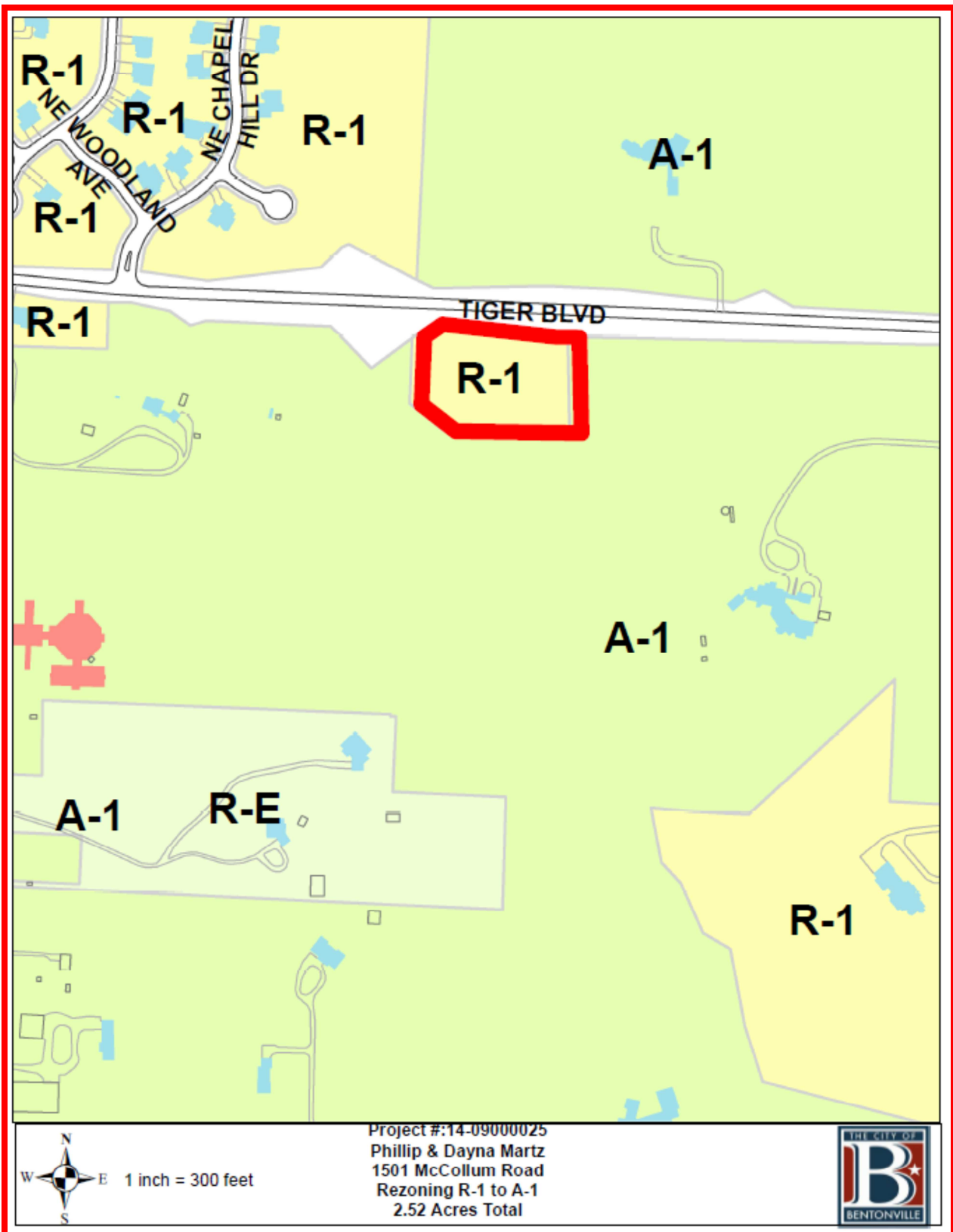
Finding(s) of Staff: The proposed zoning will not adversely alter population density nor impact the public infrastructure. Water and sewer are available at this location. Emergency services are adequate at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville’s Future Land Use Map, which depicts this property as Low Density Residential

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **R-1, Single Family Residential** to **A-1, Agricultural**.



Rezone Application Narrative for Lot 1, Martz Pond Addition (Plat Book 2008, Page 316)

The current zoning is R-1 and the proposed zoning is A-1.

The owner of the property is Phil and Dayna Martz, 1501 McCollum Drive, Bentonville, Arkansas.

There is a property line adjustment that is concurrently submitted that will eliminate the East and South lot lines defining said Lot 1, Martz Pond Addition, which will require the rezone since the adjacent land has a different zoning. The adjacent Lot 4, Martz Pond Addition is zoned A-1. The proposed property line adjustment will create a new "Lot 6" that will contain all of Lot 1 and part of Lot 4 and will be 16.13 acres.

All of the adjacent property to the existing Lot 1, Martz Pond Addition is currently zoned A-1. Rezoning said Lot 1 to A-1 conforms to the existing adjacent zoning.

Future use for the area of said Lot 1 is to remain undeveloped and wooded.

There should be no affect on the traffic by this rezone.

No signage will be placed on the area to be rezoned.

There will be no change in appearance due to the rezone. The property will remain wooded.

Water service to said Lot 1 can be accessed from the North side of Tiger Boulevard from a 12" line. Sewer service is available from a 10" line sewer line along the Southwest lot line of Lot 1.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO A-1, AGRICULTURE.

WHEREAS, Phillip & Dayna Martz, duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to A-1 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

LOT 1 OF THE MARTZ'S POND ADDITION TO THE CITY OF BENTONVILLE, AS RECORDED IN THE BENTON COUNTY CIRCUIT CLERKS OFFICE IN PLAT BOOK 2008 AT PAGE 316

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 7th day of October 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to A-1 property;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present classification to A-1 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: October 7, 2014

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

REZONING: Cornerstone Ridge Subdivision (PRD, Planned Residential Development to R-1, Single Family Residential)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: October 7, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-09000026
Applicant/Current Owner: Cornerstone Ridge, LLC
Representative: Jorgensen & Associates
Requested Action: Rezoning
Location: Southwest Rhinestone Boulevard and Southwest Morning Star Road
Existing Zoning: PRD, Planned Residential Development
Proposed Zoning: R-1, Single Family Residential
Future Land Use Map Designation: Low Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently a vacant in a developing residential area.

Previous Rezoning Requests for this Property: This property was rezoned from A-1 to R-1 on November 18, 2003 and from A-1 to PUD on March 1, 2005.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Residence	PUD & Commercial	Commercial & Low Density Residential
South	Single Family Residence & Church	PUD, Planned Unit Development R-E, Residential Estate, A-1, Agricultural & Benton County	Low Density Residential
East	Single Family Residence	R-1, Single Family Residential	Low Density Residential

West	Vacant	R-O, Residential Office & A-1, Agricultural	Low Density Residential
-------------	--------	---	-------------------------

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southwest Stonewood Terrace	Local	Two lane asphalt curb & gutter
South	Southwest Rainbow Farm Road	Arterial	Two lane asphalt
East	Southwest Morning Star Road	Arterial	Two lane asphalt (partially improved)
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **August 27, 2014**, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **September 8, 2014**. In addition, staff posted a notice of public hearing sign on the property on **September 22, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: **An important element of the General Plan is to have consistency amongst zoning within residential areas. The property is currently surrounded by low density housing and single family residential subdivisions. The R-1 zoning designation will harmonize with surrounding properties.**

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: **The proposed development will create an increase in traffic in the area. Traffic impacts will be studied and addressed during the preliminary platting process.**

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

Finding(s) of Staff: **The proposed zoning will not adversely impact public infrastructure. Emergency services are available to this location.**

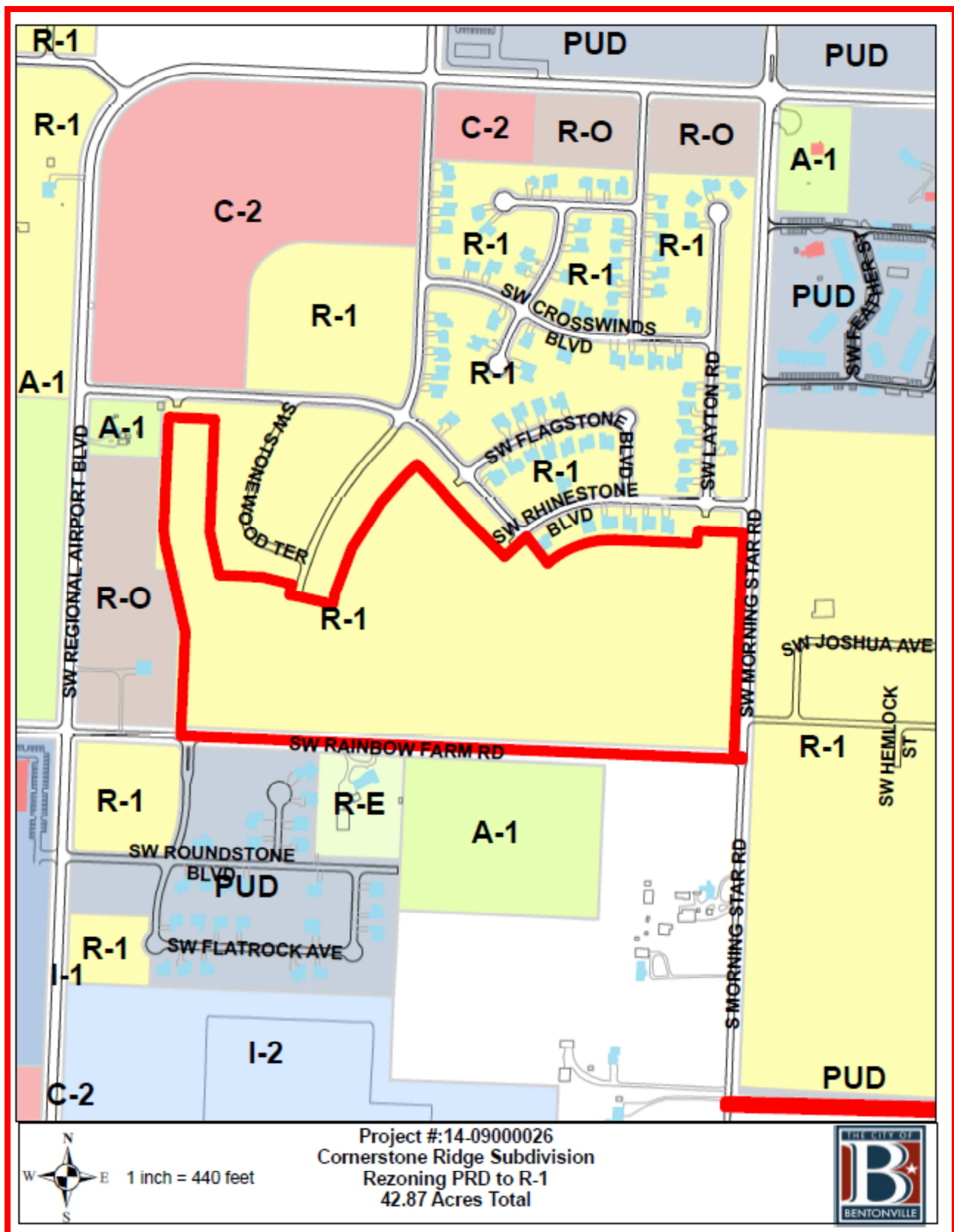
ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville's Future Land Use Map, which depicts

this property as **Low Density Residential**.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **PRD, Planned Residential Development** to **R-1, Single Family Residential**.





JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE F. JORGENSEN, P.E.

City of Bentonville
305 SW A Street
Bentonville, AR. 72712

9/4/14

Att: Jon Stanley
Re: Rezone Request (Cornerstone)

Attached please find a drawing which shows a revision of lot sizes for the remaining portion of the residential area of Cornerstone Subdivision. You may recall from the original zoning which is PRD that the lot widths ranged from 70' to 75' wide. This new rezoning request would allow some 60' wide lots which would require an R-1 zoning. Also we show the house sizes in the various areas. Please note that we have set aside some green space areas. Water and sewer service (8") will extend through this property. Storm water detention will be the existing ponds to the Northwest. All houses will have the same appearance as those built in the previous phases.

Traffic will increase as the various phases are built out however the end result traffic count will be about the same as the original plan. Improvements will be made to SW Rainbow Farms Road and traffic generated by future phases will be able to travel South on the Rainbow Farms Road.

Please note a transition in lot width and house sizes - wider lots to the North down to 60' wide to the South and larger houses to the North and smaller to the South. All houses will have the same exterior as existing houses in Cornerstone. Two area parks are planned with park amenities.

Please place this on the agenda for Planning Commission review.

Please call concerning any questions you may have.

Thank you.

Sincerely,

David L. Jorgensen, P.E.

• PUBLIC WORKS • LAND DEVELOPMENT • WATER SYSTEMS • WASTEWATER SYSTEMS • LAND SURVEYING •

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-1, SINGLE FAMILY RESIDENTIAL.

WHEREAS, Cornerstone Ridge, LLC, duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to R-1 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

A part of the SE1/4 of the SW1/4 and a part of the SW1/4 of the SW1/4 all in Section 11, T19N, R31W in Benton County, Arkansas and being described as follows: Beginning at the SE Corner of said SE1/4, SW1/4 thence N87°36'19"W 2,211.69 feet, thence N02°27'12"E 403.06 feet, thence along a non tangent curve to the left 23.98 feet, said curve having a radius of 90.00 feet and chord bearing and distance of N05°10'54"W 23.91 feet, thence N12°49'01"W 319.64 feet, thence along a non tangent curve to the right 107.49 feet, said curve having a radius of 401.00 feet and chord bearing and distance of N05°08'15"W 107.17 feet, thence N02°32'30"E 413.01 feet, thence S87°20'06"E 181.00 feet, thence S02°32'30"W 442.27 feet, thence S12°48'59"E 176.52 feet, thence S87°36'19"E 165.92 feet, thence S75°58'02"E 122.97 feet, thence along a non tangent curve to the left 42.04 feet, said curve having a radius of 1,206.00 feet and chord bearing and distance of S13°02'03"W 42.03 feet, thence S77°57'51"E 52.00 feet, thence S77°22'03"E 123.12 feet, thence N09°05'33"E 42.17 feet, thence N20°39'21"E 193.73 feet, thence N32°31'51"E 211.96 feet, thence N41°15'03"E 134.25 feet, thence N47°23'41"E 73.61 feet, thence S42°36'19"E 130.03 feet, thence S42°03'42"E 50.00 feet, thence S42°36'19"E 134.97 feet, thence S45°04'35"E 185.17 feet, thence N47°23'41"E 93.18 feet, thence along a curve to the right 22.70 feet, said curve having a radius of 520.00 feet and a chord bearing and distance of N48°38'43"E 22.70 feet, thence S38°31'58"E 135.07 feet, thence along a non tangent curve to the right 289.27 feet, said curve having a radius of 385.00 feet and chord bearing and distance of N70°52'11"E 282.52 feet, thence S87°36'19"E 322.38 feet, thence N02°19'52"E 50.00 feet, thence S87°36'19"E 178.00 feet, thence S02°19'52"W 883.71 feet, thence S87°41'06"E 32.00 feet, thence S02°19'52"W 11.34 feet to the POINT OF BEGINNING: Containing 42.87 acres more or less subject to easements and right of way of record.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 7th day of October 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to R-1 property;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present classification to R-1 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR

Planning Commission Staff Report Lot Split: Lot 25 Railroad Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: October 7, 2014

GENERAL INFORMATION:

Project Number: 14-050000027

Applicant: Tiffany Bacon

Representative: Scott Blacksher

Requested Action: Lot Split Approval

Location: 310 Southeast 'A' Street

Existing Zoning: D-E, Downtown Edge

Land Use Plan: Mixed Use

BACKGROUND:

The applicant has submitted a Lot split for the north half of the lot 15 Railroad Addition. After the dedication of right of way along Southeast A Street the new lot will be known as Lot 25 Railroad Addition. A 20' easement is being dedicated along the front property line on the .20 acre tract.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	D-E, Downtown Edge	Mixed Use
South	D-E, Downtown Edge	Mixed Use
East	R-1, Single Family Residential	Downtown Mixed Use Residential
West	D-E, Downtown Edge	Mixed Use

STREETS

Direction	Name	Classification
North		
South	Southeast 4 th Street	Local Street
East	Southeast 'A' Street	Local Street
West		

TRAFFIC FINDINGS

(a) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.

(b) Traffic summary software predicts the additional traffic for this project is: N/A.

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this is the location of an existing single family residential home and a shed within a developed downtown residential area

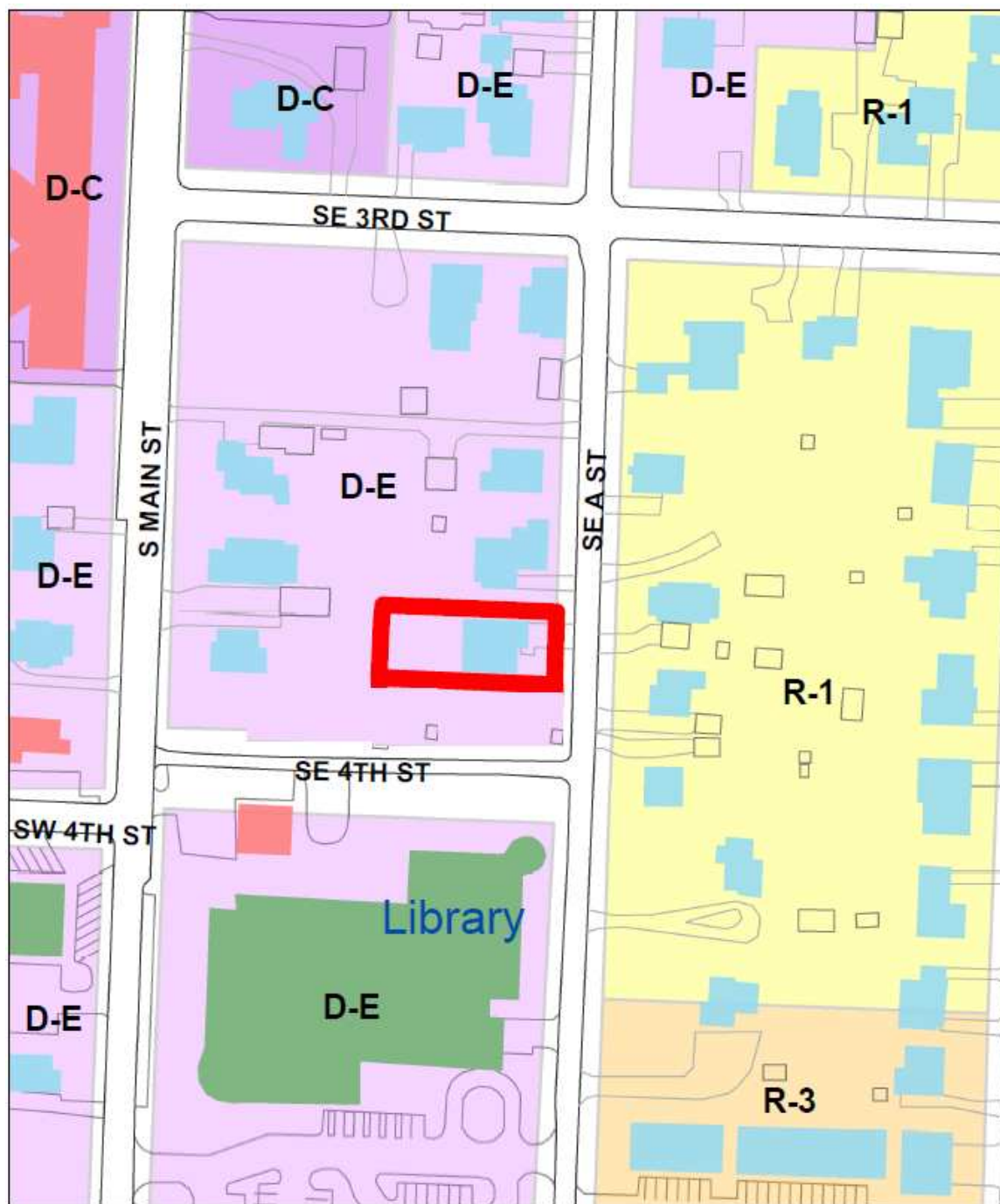
Water / Sewer: Per the G.I.S. site, water and sewer are currently in use at this location.

Waiver(s): N/A

Analysis / Conclusion: This lot split **DOES** meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends **APPROVAL**.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 25 RAILROAD ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 25 Railroad Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 7th day of October, 2014 and

WHEREAS, said lot split is attached hereto as Exhibit "A" and

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville, and after consideration and deliberation said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lot 25 Railroad Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

ATTEST

APPROVED

City Clerk

Mayor

Planning Commission Staff Report
Final Plat: Central Park Addition Phase 5

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, Planner
PC DATE: October 7, 2014

GENERAL INFORMATION:

Project Number: 14-03000004

Applicant: BCCL Bentonville, LLC

Representative: Jorgensen and Associates

Requested Action: Final Plat Approval

Location: North of Windmill Road, West of Highway 112

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Agricultural

BACKGROUND:

The applicant has submitted a Final Plat for a 26 acre R-1, Single Family Residential subdivision. The subdivision will consist of 64 buildable lots, 2 detention lots and a common open space lot (.80 ac. The proposed subdivision will be known as Central Park Addition Phase 5. Traffic calming has been installed on all streets exceeding 660' in length. Lot 1 and 67 will be the site of detention. Improvements are currently under construction along windmill Road as part of larger joint road project. All easements are in place to facilitate water and sewer access to each lot.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Agricultural
South	R-1, Single Family Residential	Agricultural
East	Cave Springs	unknown
West	R-1, Single Family Residential	Agricultural

STREETS

Direction	Name	Classification
North	Southwest Liberty Avenue/Southwest Gator Boulevard	Local Street
South	Windmill Road	Arterial
East	Southwest 'H' Street	Arterial
West		

TRAFFIC FINDINGS

(c) Traffic data for the nearest intersections are as follows: N/A

(b) Traffic summary software predicts the additional traffic for this project is: N/A

STANDARD CONDITIONS OF APPROVAL:

1. A digital copy of the plat
2. All technical review comments must be addressed before building permits are issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this property is comprised of vacant lots in a developing residential subdivision.

Drainage Report: A drainage report is not required at the time of final platting.

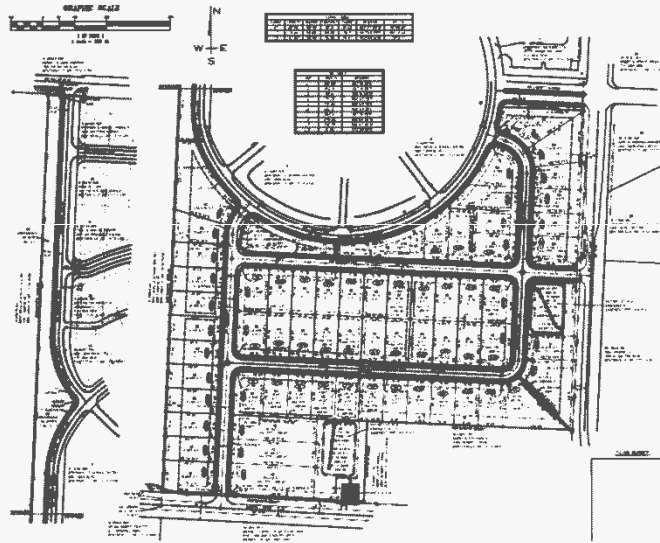
Water / Sewer: Per the G.I.S. site, water and sewer **ARE** available to this subdivision and have been installed and extended to each proposed lot.

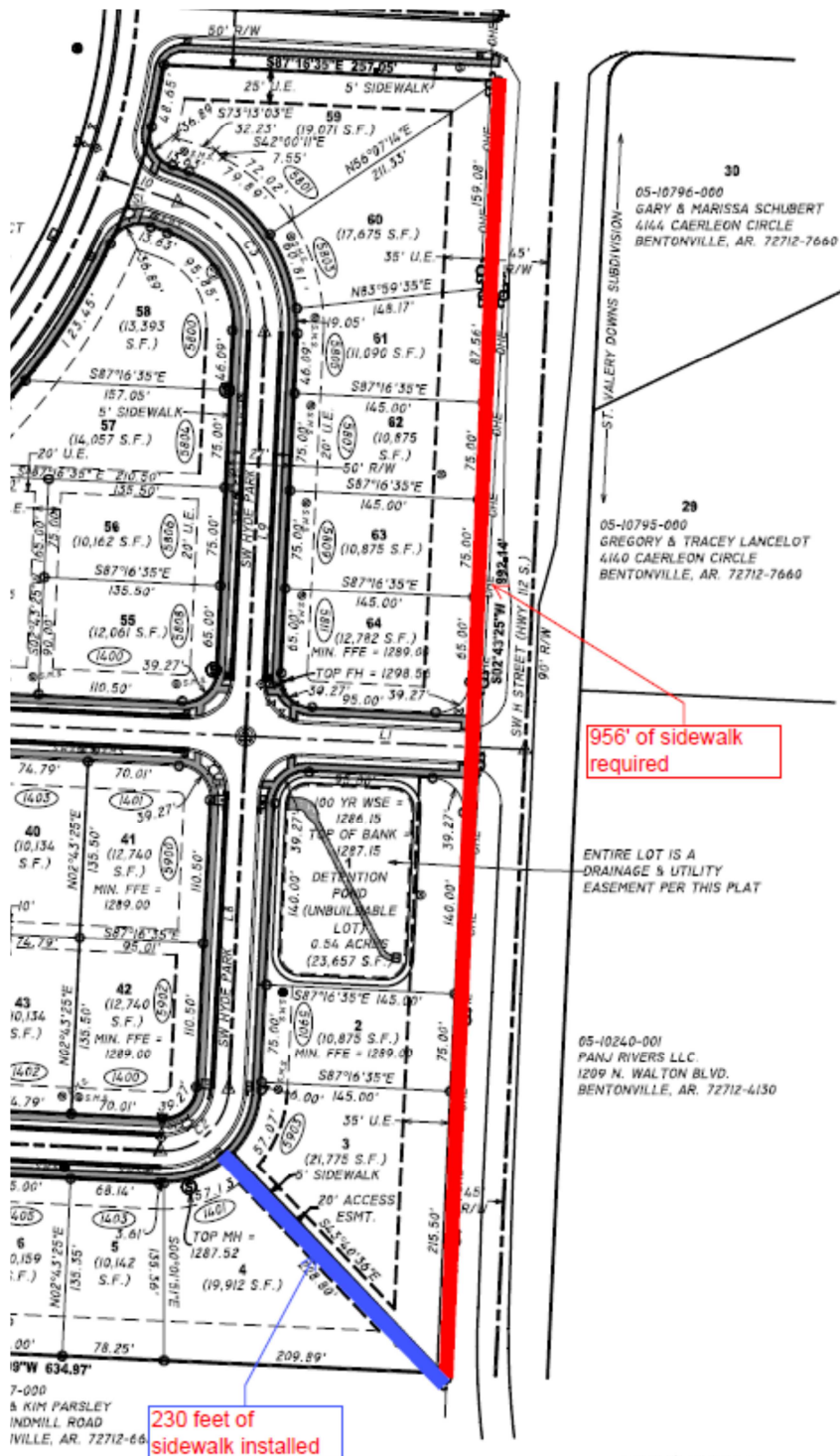
Waiver(s): Fee in Lieu: The applicant is requesting a fee in lieu be accepted for the sidewalk installation along State Highway 112. The total length of sidewalk required is 956 linear feet (Red Lien). The applicant has provided a sidewalk connection to Hwy 112 between lot 3 and 4 that will connect the arterial to the interior sidewalk network. The length of sidewalk installed is 230 feet. (Blue Line) The applicant is requesting a fee in lieu be accepted for the difference of 726 linear feet in the amount of 414,068.00. Please reference the waiver exhibit below for further clarification.

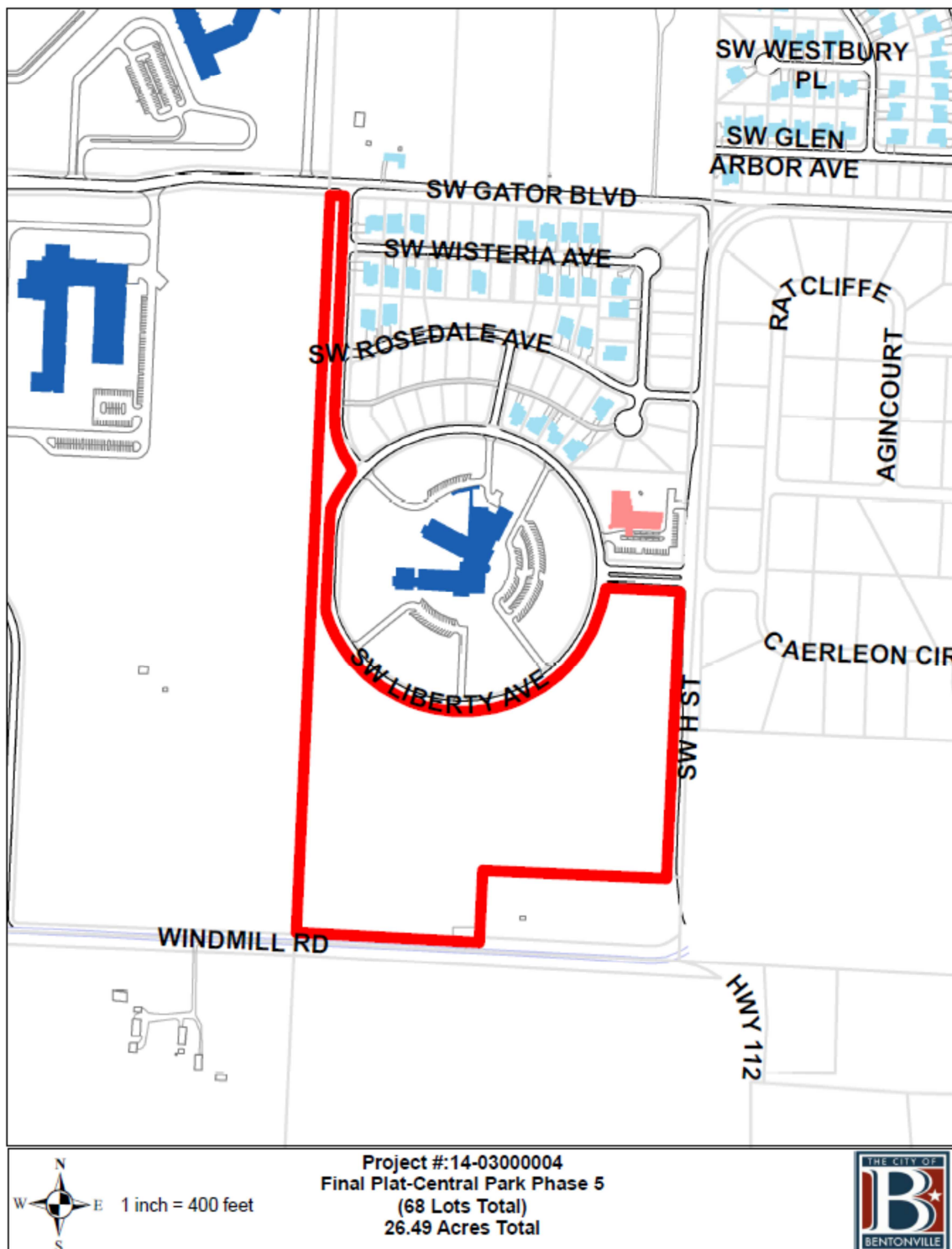
Analysis / Conclusion: This final plat **DOES** meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends approval. All non-bondable items have been completed.







ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A FINAL PLAT OF CENTRAL PARK PHASE 5, TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Central Park Phase 5, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 7th day of October, 2014 and

WHEREAS, said final plat is attached hereto as Exhibit "A" and

WHEREAS, the Bentonville Planning Commission considered said final plat on the date stated and at other times, and voted to recommend the approval of said final plat to the City Council; and

WHEREAS, the final plat of real property as described herein has been submitted to the City Council of the City of Bentonville, and after consideration and deliberation said Council is of the opinion that said final plat should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the final plat of Central Park Phase 5, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said final plat by certifying said acceptance on the approved final plat.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
Ordinance	
Resolution	
X Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

October 14, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: 271-3166

ACTION REQUIRED:

Appointment by City Council of Rick Simmons and Elizabeth Keck to the Airport Advisory Board with terms expiring on September 27, 2017. Reappointment by City Council of Pat Carroll to the Airport Advisory Board filling Brian Baldwin's unexpired term that will expire September 27, 2015.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount ☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

B.P.  10/1/2014
Department Head Date

Cst  10/9/14
Staff Attorney Date

Purchasing Agent Date

Btm  10/09/14
Mayor Date

Jat  10/9/14
Finance Director Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





October 9, 2014

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Rick Simmons to the City of Bentonville's Airport Advisory Board.

I recommend Rick Simmons for appointment to the City of Bentonville's Airport Advisory Board.

A handwritten signature in black ink, appearing to read "Bob McCaslin", is written over a horizontal line.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

RECEIVED AUG 29 2014

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Airport Advisory Board

Date of Appointment: *10/14/14*

Term Expires: *9/27/17*

Terminate:

Replaced:

REFERENCES

Name

Phone

Email

Name

Phone

Email

Please select all commissions / boards for which you would like to be considered:

- | | |
|---|--|
| ☐ Advertising & Promotion Commission | ☐ Fireman's Pension Board |
| ☒ Airport Advisory Board | ☐ Library Advisory Board |
| ☐ Bentonville Facility Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Board of Adjustment | ☐ Parks & Recreation Advisory Board |
| ☐ Bentonville Housing Authority | ☐ Planning Commission |
| ☐ Criminal Nuisance Abatement Board | ☐ Public Art Advisory Committee |
| ☐ Community Development Block Grant Advisory Committee | ☐ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

Qualifications: 37 years of air traffic control (ATC) experience. Experience includes ATC management, airspace management, and ATC operations. Attended and managed airspace conferences, public comments meetings, and airport meetings. I routinely attended airport meetings dealing with construction projects, noise complaints, and flight procedures.

Education: BS, Professional Aeronautics, Embry Riddle Aeronautical University, MS, Operations Management, University of Arkansas, I have completed 27 of 36 hours toward my MS, Aeronautical Science, Embry Riddle Aeronautical University, 30 + hours of flight instruction toward my Private Pilot's license.

2. Why would you like to be considered for appointment to this commission or board?

I want to serve my community. Based on my background, I feel this will be a good chance for me to serve.

RETURN THIS APPLICATION TO: Mayor's Office, 117 West Central, Bentonville, ar 72712 or email to jhopkins@bentonvillear.com. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.



October 9, 2014

To: City Council Members & City Clerk

From: Mayor Bob McCaslin

Subject: Appointment of Elizabeth Keck to the City of Bentonville's Airport Advisory Board.

I recommend Elizabeth Keck for appointment to the City of Bentonville's Airport Advisory Board.

A handwritten signature in black ink, appearing to read "BAM", is written above the name Bob McCaslin.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

RECEIVED AUG 27 2014

Name
If married, spouse's name:
Home Address
City Zip Code
Home/Cell Phone
Business Phone
Email Address
Occupation
Employer
Length of Residency in Bentonville

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Airport Advisory Board

Date of Appointment: *10/14/14*

Term Expires: *9/27/17*

Terminate:

Replaced:

REFERENCES

Name
Phone
Email
Name
Phone
Email

Please select all commissions / boards for which you would like to be considered:

- | | |
|---|--|
| ☐ Advertising & Promotion Commission | ☐ Fireman's Pension Board |
| ☒ Airport Advisory Board | ☐ Library Advisory Board |
| ☐ Bentonville Facility Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Board of Adjustment | ☐ Parks & Recreation Advisory Board |
| ☐ Bentonville Housing Authority | ☐ Planning Commission |
| ☐ Criminal Nuisance Abatement Board | ☐ Public Art Advisory Committee |
| ☐ Community Development Block Grant Advisory Committee | ☐ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

Please see attachment.

2. Why would you like to be considered for appointment to this commission or board?

Please see attachment.

RETURN THIS APPLICATION TO: Mayor's Office, 117 West Central, Bentonville, ar 72712 or email to jhopkins@bentonvillear.com.
If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.

Elizabeth Keck
Bentonville Airport Advisory Board Application
August 26, 2014

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

I have worked in the aviation industry for 12 years, acquiring expertise in airport safety, air traffic control, aircraft certification, and flight standards. As the US Federal Aviation Administration Senior Representative for North Asia, I managed sensitive aviation air traffic management, safety and security issues with counterpart government and industry officials. A major focus was enabling China's aviation authority to implement major institutional reforms of its airline safety oversight system. I also created and led an U.S.-China civil-military air traffic management initiative to open Chinese airspace to general aviation and international civil traffic. At Boeing, I led Asia Pacific business development for its air traffic management division and the Boeing-China Joint Air Traffic Services technical assistance program.

2. Why would you like to be considered for appointment to this commission or board?

Aviation can play an important role in the economic development of a community. Bentonville, with its conveniently-located municipal airport, has a great asset that we should continue to develop and promote. In addition to having worked in aviation, I also bring expertise in public relations. I am looking for opportunities to serve my community and with my background in aviation and external relations believe that I could make substantive contributions to the Bentonville Airport Advisory Board. Thank you for considering my application.

August 27, 2014

Bentonville, AR 727212

Email:

Office of the Mayor
117 West Central St.
Bentonville, AR 72712

Dear Mayor McCaslin and Members of the City Council,

In response to the recent news article about vacancies on the Bentonville Airport Advisory Board I am submitting an application to serve on this board.

Before moving to Bentonville 10 years ago, I was employed in the aviation industry, acquiring expertise in airport safety, air traffic control, aircraft certification, and flight standards. As the US Federal Aviation Administration Senior Representative for North Asia, I was based in Beijing, China, and managed sensitive aviation air traffic management, safety and security issues with counterpart government and industry officials. A major focus was enabling China's aviation authority to implement institutional reforms of its airline safety oversight system, resulting in the robust civil aviation system in that country today. I also created and led an U.S.-China civil-military air traffic management initiative to open Chinese airspace to general aviation and international civil traffic. Following 10 years in the FAA, I worked for The Boeing Company where I led Asia Pacific business development for its air traffic management division and the Boeing-China Joint Air Traffic Services technical assistance program.

Since coming to Bentonville, I have been an active member of the Bentonville Rotary Club and the First Presbyterian Church, a supporter of the Bentonville Public Schools from which our daughter graduated, and a frequent user of the city's expanding trail system.

Government service and civic engagement have been an important part of my life and it would be an honor to serve our community on the Airport Advisory Board.

Thank you for considering my application.

Sincerely,

Beth Keck



October 9, 2014

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Pat Carroll to the City of Bentonville's Airport Advisory Board.

I recommend Pat Carroll for reappointment to the City of Bentonville's Airport Advisory Board filling Brian Baldwin's unexpired term.

A handwritten signature in black ink, appearing to read 'Bob McCaslin' in a cursive, stylized script. The signature is positioned above the printed name.

Bob McCaslin



CHECK ALL THAT APPLY	
	Bid Award
	Budget Adjustment
x	Change Order
	Informational
	Ordinance
	Resolution
	Other

AGENDA FORM

CITY COUNCIL MEETING OF:

August 26, 2014

Submitted by: Ben Peters

Department

Engineering

Phone

(479) 271-3168

ACTION REQUIRED:

SE 6th Street Sidewalk Improvements is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$1,730.25 less than the currently contracted amount of \$132,384.28

COST TO CITY:

Cost of this Request: (\$1,730.25)

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	
Remaining After Adjustment	\$ -

Department Head [Signature] 10-6-14
Date

Purchasing Agent _____
Date

Finance Director JH4 10/9/14
Date

Staff Attorney CAH 10/9/14
Date
Mayor PAM 10/29/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**FINAL PAYMENT AND CHANGE ORDER RECONCILIATION
CITY OF BENTONVILLE
SE 6TH STREET SIDEWALK IMPROVEMENTS
BID NO. 14-37**

NTP Issued:	7/16/2014
Final Completion Date:	10/3/2014
Final Completion Deadline:	10/30/2014
Final Acceptance:	10/3/2014

75% Contract Time Used
100% Work Complete

Submitted By: Diamond C Construction
P.O. Box 803
Gentry, AR 72734

The contractor certifies that (1) title to all Work, materials, and equipment incorporated in the work, or otherwise listed in or covered by this and all previous Pay Estimates will pass to the Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest or encumbrance), and (2) all Work covered by this Pay Estimate is in accordance with the Contract Documents and is not defective.

Original Contract Amount:	\$ 132,384.28
Approved C.O.:	
Reconciliation Change Order:	\$ (1,730.25)
Final Contract Amount	\$ 130,654.03
Total Work to Date:	\$ 130,654.03
Materials on Hand:	
Less Materials Used:	
Subtotal:	\$ -
Less Retainage (0%):	\$ -
Incentive \$xxx/day	
Disincentive \$xxx/day	
Amount Due:	\$ 130,654.03
Less Previous Payments:	\$ 124,121.33
Due and Payable This Period:	\$ 6,532.70

Final Payment Approved By: City of Bentonville

 10-2-14
Signature and Date (Contractor)

Signature and Date (Owner)

**FINAL PAYMENT AND CHANGE ORDER RECONCILIATION
CITY OF BENTONVILLE
SE 6TH STREET SIDEWALK IMPROVEMENTS
BID NO. 14-37**

ITEM #	ITEM DESCRIPTION	UNITS	UNIT PRICE	PLAN QTY	FINAL QTY	CHANGE	DIFFERENCE	EARNED TO DATE
1	Concrete Sidewalk Including Granular Base	SY	\$39.52	1061	1041.39	(19.61)	\$ (774.99)	\$ 41,155.73
2	Clearing & Grubbing	LS	\$26,005.17	1	1	0.00	\$ -	\$ 26,005.17
3	Undercut & Backfill	CY	\$100.00	1	1	0.00	\$ -	\$ 100.00
4	Unclassified Excavation (Plan Quantity)	CY	\$29.43	200	200	0.00	\$ -	\$ 5,886.00
5	Embankment (Plan Quantity)	CY	\$69.49	25	25	0.00	\$ -	\$ 1,737.25
6	4" Depth Topsoil Placement	SY	\$7.61	409	409	0.00	\$ -	\$ 3,112.49
7	8" DIP Drainage Pipe Inside Roadway	LF	\$47.35	146	146	0.00	\$ -	\$ 6,913.10
8	12" CMP Drainage Pipe Inside Roadway	LF	\$25.25	229	229	0.00	\$ -	\$ 5,782.25
9	CTA 303 24"x6" RC Box culvert	LF	\$174.51	18	18	0.00	\$ -	\$ 3,141.18
10	CTA 405 2" ACHM Patching	TON	\$200.00	3	2	(1.00)	\$ (200.00)	\$ 400.00
11	CTA 503 Concrete Driveway	SY	\$48.79	342	362.61	20.61	\$ 1,005.56	\$ 17,691.74
12	CTA 505 Seeding	AC	\$3,510.00	0.6	0.6	0.00	\$ -	\$ 2,106.00
13	CTA 506 Mailbox/Support Relocation	EA	\$200.00	1	1	0.00	\$ -	\$ 200.00
14	CTA 507 24" Crosswalk Bars	LF	\$21.28	438	360	(78.00)	\$ (1,659.84)	\$ 7,660.80
15	CTA 507 24" Stop Bars	LF	\$10.64	101	86	(15.00)	\$ (159.60)	\$ 915.04
16	CTA 509 Erosion Control	LS	\$700.00	1	1	0.00	\$ -	\$ 700.00
17	CTA 512 Wood Privacy Fence	LF	\$58.62	43	44	1.00	\$ 58.62	\$ 2,579.28
18	CTA 513 Cast-in-place Tactile Panels	SF	\$29.12	150	150	0.00	\$ -	\$ 4,368.00
19	SP Adjust Sewer Cleanout to Grade	EA	\$200.00	1	1	0.00	\$ -	\$ 200.00
	SUBTOTAL						\$ (1,750.25)	\$ 130,654.03



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
Ordinance	
x Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

October 14, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: 479-271-5993

ACTION REQUIRED:

A resolution for the Mayor and City Clerk to enter into a ground lease for the aircraft hangar at 2420 SW Aviation Street. The hangar is currently leased to Trust and Transil LLC. The proposed owner group consisting of Tony Steele, Rex Grimsley and Bill Simon would like to enter into a new 35 year lease with 3 five year extensions at a lease rate of \$0.21 per square foot with an inflation adjustment. Airport Advisory Board voted unanimously to forward the lease to Council with a recommendation for approval.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head: [Signature] Date: 10/6/14

Purchasing Agent: [Signature] Date: [Blank]

Finance Director: JAH Date: 10/9/14

Staff Attorney: [Signature] Date: 10/9/14

Mayor: [Signature] Date: 10/09/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of _____, between the City of Bentonville, hereinafter referred to as "Lessor," and Tony Steele, Rex Grimsley and Bill Simon, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 11862.75 square feet marked and identified as 2420 SW Aviation Street and being described as follows:

A Part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 6, Township 19 North, Range 30 West, City of Bentonville, Benton County Arkansas, and being more particularly described as:

Commencing at the SE Corner of the SW ¼ of the SE ¼ of said Section 6; thence along the east line of said SW ¼ of the SE ¼ N02°24'02"E 100.00 feet; thence N87°42'27"W 1322.55 feet; thence N87°41'53"W 663.99 feet; thence N02°10'56"E 781.43 feet to the Point of Beginning; thence N87°32'26"W 15.41 feet; thence S02°14'55"W 10.01 feet; thence N87°32'26"W 28.09 feet; thence N02°14'55"E 15.89 feet; thence N87°32'26"W 95.53 feet; thence N02°14'55"E 80.00 feet; thence S87°57'43"E 139.06 feet; thence S02°14'55"W 86.90 feet to the Point of Beginning, Containing 11,862.75 square feet or 0.272 acres, more or less.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building and adjacent parking area as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's initial term is for thirty five (35) years beginning on the _____ day of _____, and ending at Midnight, _____, unless sooner terminated as herein provided. Lessee shall also have three (3) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial thirty-five (35) year term and each subsequent option period.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$ 0.21 per square foot. Leased ground space totals 11,862.75 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI), provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using _____ as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for _____ as compared to _____. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent _____ as compared to the preceding _____.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

• **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time it converts to the City of Bentonville. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council at a regular meeting pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

QUIET ENJOYMENT. If Lessee pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, Lessee shall peaceably and quietly hold and enjoy the premises for the lease term without interruption by Lessor or any other persons claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease.

LESSOR:

Attest: _____
CITY CLERK Linda Spence

LESSEE:

By: _____
Printed Name: _____
Title: _____

By: _____
Chairman,

State of Arkansas)) ss.
County of Benton)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2013.

My Commission Expires: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LAND LEASE AGREEMENT WITH TONY STEELE, REX GRIMSLEY AND BILL SIMON FOR A HANGAR SITE LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Land Lease Agreement with Tony Steele, Rex Grimsley and Bill Simon for a hangar located at the Bentonville Municipal Airport. Total leased area is 11,862.75 square feet.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
Ordinance	
X Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

October 14, 2014

Submitted by: Denise Land

Department: Administration

Phone: 271-3118

ACTION REQUIRED:

Adopt Resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. This Resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2015.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head _____ Date _____

Purchasing Agent _____ Date _____

Finance Director JOH 10/9/14 Date

Staff Attorney Cot 10/9/14 Date

Mayor Born 10/09/14 Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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PLEASE RECYCLE



BENTON COUNTY

STATE OF ARKANSAS

TENA O'BRIEN

COUNTY CLERK & VOTER REGISTRAR

215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373

PROBATE COURT CLERK

COURTHOUSE, 102 N.E. "A" STREET
BENTONVILLE, AR 72712-5350

RECEIVED SEP 16 2014

September 10, 2014

MEMORANDUM NOTICE

TO: MAYOR BOB McCASLIN – BENTONVILLE

RE: 2014 TAX LEVY – MILLAGE RATES FOR TAXES COLLECTED 2015

As you are aware, it is time once again for the Benton County Quorum Court to levy millage rates for the various taxing units in the county, including county, municipal, and school taxes for the 2015 collections on 2014 assessments.

As required by Arkansas Code Annotated §26-73-202, please submit your written certificate of the rate of taxation to be levied by your town/city on the real and personal property within your town/city so your levy is included in the Quorum Court Ordinance.

✓ Please send a certified copy of the Resolution or Ordinance passed by the City Council which sets out in detail the millage rate for all funds for both real and personal property. The current millage levy for BENTONVILLE is as follows: **General 5.0 mills; Firemen's Pension 0.5 mills.**

I need this certificate by October 31, 2014 in order to prepare the Quorum Court ordinance to be enacted in November, as required by law.

Please note that Amendment 79 requires that the rates for real and personal property be levied at the same rate.

Sincerely,



Tena O'Brien

TO/rm

COUNTY CLERK
(479) 271-1013
FAX (479) 271-1019

VOTER REGISTRAR
(479) 271-5704

BENTONVILLE
(479) 271-1013
FAX (479) 271-1019

SILAM SPRINGS
(479) 238-0120
FAX (479) 524-8534

PROBATE COURT CLERK
(479) 271-5727
FAX (479) 271-1712

ROGERS
(479) 636-3727
FAX (479) 636-4922
ARCHIVIST (479) 636-1037
FAX (479) 636-1053

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A PROPERTY TAX LEVY
FOR THE CITY OF BENTONVILLE, ARKANSAS FOR THE
YEAR 2014 TO BE COLLECTED IN THE YEAR 2015.**

WHEREAS, Arkansas Code Annotated §26-25-102 provides that a city may levy a tax on the real and personal property located within the city for general purposes, in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Arkansas Code Annotated §26-73-202 requires the city council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Bentonville and its citizens to levy the rate of taxation on the real and personal property located within the said city as set forth herein, and to certify the same to the County Clerk, and authorize the Quorum Court of the County to levy said tax for the year 2014, to be collected in 2015.

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

Section 1. That the property tax rate for the City General purposes on the real and personal property situated within the City and to be collected in the year 2015 shall be fixed and levied at the rate of 5.0 mills on each dollar of assessed value of real and personal property.

Section 2. The property tax for Fireman's Pension purposes for the City on real and personal property situated within the City to be collected in the year 2015 shall be fixed and levied at the rate of .5 mills on each dollar of assessed value of real and personal property.

Section 4. The rate of taxation levied herein on the real and personal property within the city/town shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 5. The Quorum Court of Benton County, Arkansas is authorized to levy the said tax as set forth herein for real and personal property located within the City of Bentonville for the year 2014, at its regular meeting in November according to law.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	14-48
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

October 14, 2014

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request the City Council award competitive bid number 14-48 to Camahan White. The bid is in the amount of \$65,000 and would provide for perimeter fencing of our police department facility. The amount budgeted in 2014 for this project is \$75,000. This project will not include gate systems.

COST TO CITY:

Cost of this Request: \$65,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	75,000
Funds Expended to Date		
Remaining Budget		75,000
Budget Adjustment		-
Remaining After Adjustment	\$	75,000

Department Head

10-8-14
Date

Purchasing Agent

10/09/14
Date

Finance Director

JOH
10/9/14
Date

Staff Attorney

10/9/14
Date

Mayor

10/09/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 10/7/2014
Re: Bid award #14-48

The Police Department budgeted \$75,000.00 for the installation of a perimeter fence at the Bentonville Police Facility Compound. Two bids were received from the following companies.

Carnahan-White Fencing Contractors	\$65,000.00
------------------------------------	-------------

Thomas Fence Contractors	\$76,264.59
--------------------------	-------------

The Purchasing Office recommends award of Bid #14-48, for the Construction of a PVC Coated Black chain link perimeter fence, to Carnahan-White Fencing Contractors in an amount of \$65,000.00.

The automated gate system will be bid at a later date.



CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
X Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

October 14, 2014

Submitted by: Shelli Kerr

Department Community & Economic Development

Phone 479-271-6826

ACTION REQUIRED:

Approval of a resolution expressing the willingness of the City of Bentonville to apply to the "Tourism Attraction Feasibility Study Matching Grant Program" administered by the Arkansas Department of Parks and Tourism.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head [Signature]

Date 10/16/14

Staff Attorney [Signature]

Date 10/9/14

Purchasing Agent [Signature]

Date 10/9/14

Mayor [Signature]

Date 10/10/14

Finance Director [Signature]

Date 10/9/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





MEMO

Application to Tourism Feasibility Study Matching Grant Program

TO: City Council
FROM: Shelli Kerr, AICP, Planning Services Manager
DATE: Oct. 3, 2014
RE: Resolution to Apply for Funding

The Arkansas Department of Parks and Tourism is offering a matching grant program, funding up to \$15,000 toward the cost of conducting a tourist attraction feasibility study. It is a 50/50 matching grant for eligible cities and counties with a deadline of 5 p.m. November 28, 2014.

The Bentonville Advertising and Promotions Commission (The A&P) is currently seeking consultants to prepare a feasibility study for a convention center in Bentonville. The cost estimate for the study is estimated between \$60,000 and \$80,000. To assist with funding, the A&P Commission has asked the city to sponsor an application to the matching grant program. The request will be for the maximum \$15,000 and the A&P Commission will provide the funding for the study and matching requirements of the grant.

This agenda item has no cost to the city.

RESOLUTION NO. ____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE TO APPLY TO THE TOURISM ATTRACTION
FEASIBILITY STUDY MATCHING GRANT PROGRAM
ADMINISTERED BY THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM**

WHEREAS, the City of Bentonville understands a maximum of \$15,000 is available for a 50/50 local match to conduct a tourism attraction feasibility study, and

WHEREAS, the City of Bentonville understands that these funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement,

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

SECTION I: The City of Bentonville mayor is hereby authorized and directed to apply to the Tourism Attraction Feasibility Study Matching Grant Program requesting the maximum amount of \$15,000.

SECTION II: The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to provide the required matching funds.

THIS RESOLUTION adopted this _____ day of _____, 2014.

Signed: _____

Bob McCaslin, Mayor

ATTEST: _____

(SEAL)



CHECK ALL THAT APPLY		
	Bid Award	Bid #
x	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

October 14, 2014

Submitted by: David Wright

Department

Parks & Recreation

Phone

(479) 464-7275

ACTION REQUIRED:

Parks and Recreation Staff seeks City Council approval of a budget adjustment in the amount of \$19,920, to fund a professional services agreement for the design, develop bid documents and construction oversight for parking lots at the Community Center sports fields.

COST TO CITY:

Cost of this Request: \$19,920.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	\$0.00
Budget Adjustment	\$0.00
Remaining After Adjustment	\$ \$0.00

DW

Department Head

10/6/2014

Date

CSA

Staff Attorney

10/9/14

Date

Purchasing Agent

Date

ROM

Mayor

10/09/14

Date

Finance Director

Date

JOH

10/9/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: October 6, 2014
Re: Council approval of a budget adjustment, in the amount of \$19,920, to allow for the selection of a design firm for the parking lots at Citizens Park Soccer Fields.

Parks and Recreation is City Council's approval of a budget adjustment, in the amount of \$19,920, to allow for a professional services agreement for the parking lots at Citizens Park Soccer Complex.

With the community center and surrounding park (recently named Citizens Park by the Parks and Recreation Advisory Board), scheduled to open in 2015, our team begins to make plans for the use the multi-use sports fields. The fields were developed in 2013 during the phase I part of the community center project. During the construction of the building, the fields have grown and matured, and will make for a nice facility when we open the fields in Fall 2015. However, in order to open the fields in 2015, we need to construct parking lots.

As part of the 2015 operational budget, there are funds allocated for the construction of sports fields' parking lots. Our intent is to use Parks and Recreation Impact Fees for the development of these parking lots. The project should not be a difficult one. When we completed phase I of the community center project, we improved the area and prepared it for future construction.

This budget adjustment is in front of City Council now because of timing. Waiting to January is definitely an option. However, if we wait until January to hire a firm to develop the bid documents, select a contractor and begin construction, it could be late March or April before we see work begin on the project. Beginning in March or April will ensure the projects will interfere with the opening of the community center. Approving the budget adjustment now allows Parks and Recreation to begin the project. This head start, hopefully, allows us to begin construction right after the first of the year. Beginning construction in January will reduce, if not eliminate, the impact on the public as they visit the community center for the first time.

The use of the sports fields will not arrive soon enough for Bentonville Parks and Recreation. The youth soccer program has completely outgrown Memorial Park Soccer Complex. With more than 1,650 children enrolled in this fall season, we are actually playing our youngest participants in areas that were not originally designed to use for competitive play. Our staff is very excited to adding these sports fields to enhance the recreation experience for our participants.

This approval is for the budget adjustment to pay for an engineering firm. The contract's value does not require city council's approval. However, Parks and Recreation Staff has a contract proposal from Morrison Shipley for the price of the budget adjustment. Morrison Shipley is part of the community center design team and has worked on the project for many years.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:
Budget Adjustment



Date of Request: October 6, 2014

Justification:

Date: _____ Date entered: _____ By: _____

- [illegible]



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	14-45
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

October 14, 2014

Submitted by: David Wright

Department: Parks & Recreation

Phone: (479) 464-7275

ACTION REQUIRED:

Parks and Recreation Staff seeks City Council approval of a bid award to Pick-It Construction, in the amount of \$23,260 for the construction of new park entry signs at two parks.

COST TO CITY:

Cost of this Request: \$23,260.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	\$30,000.00
Funds Expended to Date		
Remaining Budget		\$30,000.00
Budget Adjustment		\$0.00
Remaining After Adjustment	\$	\$30,000.00


Department Head

10/6/2014
Date


Purchasing Agent

10/08/14
Date


Finance Director

10/5/14
Date


Staff Attorney

10/9/14
Date


Mayor

10/09/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: October 6, 2014
Re: Council approval of a bid award to Pick It Construction, in the amount of \$23,260, for the construction of park entry signs.

Parks and Recreation is City Council's approval to award bid number 14-45 to Pick-It Construction for the construction of park entry signs. The signs will be constructed at Town Branch Park and Merchants Baseball Park (formerly Elm Tree Ballfields).

As recent as five years ago, many of our parks were identified with old wooden signage, that required constant maintenance, or with nothing at all. The Tree and Landscape Committee and the Parks and Recreation Advisory Board created a new park entry standard that would last for many years with little or no maintenance. During the last four years, our team has worked to build these signs as the funds were available. These new signs are clearly identifiable and are in locations such as Memorial Park, Dave Peel Park, Park Springs, Austin-Baggett Park and more. This year, Parks and Recreation has \$30,000 budgeted to build signs. Our hope was to be able to construct three new signs in 2014.

On August 18, we opened bids to construct new signs at three locations. Two companies submitted bids for the project. Based on previous experiences, staff recommends not to use the low bidder in this project, and to award the bid to Pick-It Construction, in the amount of 24,150. Bids submitted were higher than expected. Based on funds available, Parks and Recreation Staff felt it was most appropriate to only construct two signs. If this bid is approved, new signs will be constructed at Merchants Baseball Park and Town Branch Park.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:
Bid Tabulation

City of Bentonville

Parks and Recreation

Bid #14-45

Bentonville Parks Sign Construction Project

BID FORM

Name of Business: Pick-It Construction, Inc.
Street / PO Box: 10024 N. Campbell Rd.
City: Fayetteville State: AR Zip Code: 72701

The City of Bentonville is requesting bids for the construction of three (3) entry signs:

Town Branch Park, 401 SE 2 nd St.	\$ <u>12,172.00</u>
Elm Tree Park, 201 NE Elm Tree Road	\$ <u>11,083.00</u>
Old Tiger Stadium Park, 517 Tiger Blvd.	\$ <u>12,964.00</u>

Attached are specifications for each sign surround construction as well as a sample sheet showing the details of font and letter height, and the positioning of the City of Bentonville Logo for the plaque insert. Please see attached spec sheets for surround materials.

All bid prices will be inclusive of any applicable taxes on materials used.
Total Bid submittal: \$ 36,224.⁰⁰/₁₀₀

The City of Bentonville reserves the right to award all or none, or by line item(s). All bids must be received by the City of Bentonville purchasing office no later than 1:30 PM **Monday August 18th, 2014**. Bids must be in a sealed envelope, clearly marked "Bentonville Parks Signage Project". A 5% Bid Bond is required with submittals.

Bids must be submitted to, City of Bentonville, Attn: Katherine Bertschy / Purchasing Office, 117 West Central, Bentonville, AR 72712. It is the bidder's responsibility to ensure the bid reaches the Purchasing Office. Late Bids will not be considered.

All questions should be directed to Roy Lovell, Bentonville Parks and Recreation, at 479 271 3190 or rovell@bentonvillear.com.

Note: Contractor is responsible for all locates/inspections.

Contractor: Pick-It Construction, Inc.
Nathan Ogden, President Signature: 
Contact Phone: 479-973-5109 Email Address: estimator@pickitconstruction.com
Contractors License Number: 0140461214 Date: 8, 18, 14



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
X Ordinance	
Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

October 14, 2014

Submitted by: Jonathan Rogers

Department

Administration / IT

Phone

479-271-5911

ACTION REQUIRED:

Approve a Waiver of bid to continue telecommunication services with AT&T and upgrade to HVS. Please see memorandum for additional details.

COST TO CITY:

Cost of this Request: \$108,754

Additional Budget Amount \$0

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	155,760
Funds Expended to Date		-
Remaining Budget		155,760
Budget Adjustment		-
Remaining After Adjustment	\$	155,760

Department Head

Date

10/9/2014

Purchasing Agent

Date

Finance Director

Date

10/9/14

Staff Attorney

Date

10/9/14

Mayor

Date

10/09/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum

DATE: October 6, 2014
TO: Denise Land
FROM: Jonathan Rogers
RE: Updated and new pricing schedule amendments
for AT&T Hosted Voice Solution (HVS).

Attached are the amendments needed to upgrade from our current Plexar communications Service to a Hosted Voice Solution (HVS). The HVS service upgrade will provide a City wide solution for our communications needs. The pricing schedule amendments will lock in our pricing, and we will only be billed for needed services. Attached is a spread sheet that details of our current average monthly bill and what the proposed HVS monthly bill would be. As you will see, the HVS will save the City approximately \$3,917.40 per month. It will also include the following upgrades.

- The solution will not only provide dial tone to the desktop, but will also eliminate the need for on-site telephone systems hardware currently installed in our buildings
- The solution not only meets our current needs, but offers additional functions that take advantage of current technologies
- Unlimited Long Distance
- The HVS has a dedicated 10Mbps service with failover
- City and public internet speeds are both increased from 10Mbps to 20Mbps
- Police Department internet speed is increased from 3Mbps to 10Mbps
- The network connection to the Wastewater facility is increased from 1.5Mbps to 100Mbps
- The Cox internet connection at the Compost facility will be replaced with a 20Mbps network connection
- AT&T connect for limited conference capabilities

In an effort to minimize business interruptions and because of the complexity of this upgrade of service I recommend a waiver of bid to allow AT&T to migrate the City from Plexar to the HVS service.

The pricing schedule for Network Integration and Equipment Resale does include a section for One-Time cost. These costs include new SIP phone sets, AC adapters, and High Availability equipment for City Hall and the Police Department. It also includes On-site and Remote support. There are budgeted funds available to cover the full project cost.

Current				Proposed	
	Avg. Monthly	Size	Service	Router	Monthly Size
Plexar	\$ 5,185.00				Premium \$2,976.00
Long Distance	\$ 3,085.00				Basic \$ 50.00
City Internet	\$ 2,050.00	10Mbps	\$1,088.00	\$ 962.00	\$ 817.60 10Mbps
	\$ 10,320.00				\$1,087.60 20Mbps
					\$4,931.20
Public Internet	\$ 1,085.00	10Mbps	\$ 750.00	\$ 335.00	
Police Department	\$ 1,220.00	3Mbps	\$ 530.00	\$ 690.00	\$1,087.60 20Mbps
	\$ 2,305.00				\$ 817.60 10Mbps
					\$1,905.20
Waste Water	\$ 305.20	1.5Mbps			Call Center \$ 80.00 4 - Supervisor
Compost	\$ 50.00				Call Center \$ 300.00 20 - Agents
Admin	\$ -				\$ 380.00
	\$ 355.20				
Total	\$ 12,980.20				\$ 562.50 100Mbps
					\$ 472.50 20Mbps
					\$ 686.40 150Mbps
					\$1,721.40
					\$8,937.80
					AT&T Connect \$ 125.00
Approx. Monthly Savings	\$ 3,917.40				Total \$9,062.80

REQUEST FOR WAIVER OF BID

Date	<u>10/14/2014</u>		
Requested by:	<u>Jonathan Rogers</u>		
Department:	<u>Administration / IT</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Telecommunication services</u>		
Year & Model:	<u>NA</u>		
Serial #	<u>NA</u>		
To Be Purchased From:	<u>AT&T</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>108,753.60</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>108,753.60</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Please see memorandum			
<u></u> Department Head		<u></u> Director of Finance & Administration	
Revised 6-18-99			



AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

AT&T MA Reference No. 201106140394UA

AT&T PS Reference No. 3HEOMW

Customer	AT&T
City of Bentonville Street Address: 117 E Central City: Bentonville State/Province: AR Zip Code: 72712 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jonathan Rogers Title: Network Manager Street Address: 117 E Central City: Bentonville State/Province: AR Zip Code: 72712 Country: USA Telephone: (479) 271-5911 Fax: Email: jrogers@bentonvillear.com Customer Account Number or Master Account Number:	Name: Kris Adams Street Address: 1111 W Capital City: Little Rock State/Province: AR Zip Code: 72201 Country: USA Telephone: 501-339-7398 Fax: Email: Sales/Branch Manager: Stacy Curtright SCVP Name: Mark Palmer Sales Strata: Sales Region: <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM):

MH5860 v1 08.13.14 SR# 1-2DG824A
RLR:624768[rc8933]

AT&T and Customer Confidential Information
Page 1 of 5

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Please sign by November 30, 2014.	AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate) Pricing Schedule Provided Pursuant to Custom Terms
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1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM	
Service Provider	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Arkansas	AT&T Arkansas Service Publications, including Access Services Guidebook, Part 3, Section 20	http://cpr.att.com/guidebook/ar/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.		

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication

4.3 Upgrades

- 4.3.1** Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

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Please sign by November 30, 2014.	AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate) Pricing Schedule Provided Pursuant to Custom Terms
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4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	70% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE and SERVICE CONFIGURATION

See Attachment A.

7. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

7.1 Non-Appropriations of Funding. If Customer is a government agency dependent entirely on government funding, by executing this Pricing Schedule, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Pricing Schedule, Customer may terminate the Services without liability for the Termination Charges set forth in section 3 (Minimum Payment Period) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new pricing schedule to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Pricing Schedule under this section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).

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Please sign by November 30, 2014.	AT&T SWITCHED ETHERNET SERVICE SM (ILEC Intrastate) Pricing Schedule Provided Pursuant to Custom Terms
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ATTACHMENT A – Arkansas
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
City of Bentonville

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 1 Gig / Basic / EYQFX	1	-	\$ 255.00	\$ 255.00	\$ 2,100.00	\$ 0.00	\$ 0.00
Customer Port Connection - 100 Mbps / Basic / EYQEX	2	-	\$ 172.50	\$ 345.00	\$ 1,925.00	\$ 0.00	\$ 0.00
150Mb CIR / Business Critical HIGH - Basic Only / R6ENX	1	-	\$ 431.40	\$ 431.40	\$ 150.00	\$ 0.00	\$ 0.00
100Mb CIR / Business Critical HIGH - Basic Only / R6ELX	1	-	\$ 390.00	\$ 390.00	\$ 150.00	\$ 0.00	\$ 0.00
20Mb CIR / Business Critical HIGH - Basic Only / R6EDX	1	-	\$ 300.00	\$ 300.00	\$ 150.00	\$ 0.00	\$ 0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$ 1,721.40			\$ 0.00
*Any difference between the standard NRC and the billed NRC has been waived.							
If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.							

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

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Please sign by November 30, 2014.	AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate) Pricing Schedule Provided Pursuant to Custom Terms
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A-3 Initial New and Existing Sites and Service Configuration

Pricing available only at the Service Sites specified below.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service
1	2000 NW A ST	BENTONVILLE	AR	New
2	117 W CENTRAL AVE	BENTONVILLE	AR	New
3	1901 NE A ST	BENTONVILLE	AR	New

Table 2 – Associated Service Components to Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1	100 Mbps Basic	20 Mbps	Bus. Critical - High	[Select]
2	1 Gbps Basic	150 Mbps	Bus. Critical - High	[Select]
3	100 Mbps Basic	100 Mbps	Bus. Critical - High	[Select]

Table 3 – Associated Features to Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	[Select]	[Select]	[Select]	[Select]	[Select]
2	[Select]	[Select]	[Select]	[Select]	[Select]
3	[Select]	[Select]	[Select]	[Select]	[Select]

End of Document

MH5860 v1 08.13.14 SR# 1-2DG824A RLR:624768[rc8933]	AT&T and Customer Confidential Information Page 5 of 5	ase_ILEC_ICB_ps_intrastate v.02/06/13.15
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AT&T MA Reference No. _____

CSM140917112551

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Customer	AT&T
CITY OF BENTONVILLE Street Address: 117 W. Central City: Bentonville State/Province: AR Zip Code: 72712 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices ☐ Primary AT&T Contact
Name: Jonathon Rogers Title: Network Manager Street Address: 117 W. Central City: Bentonville State/Province: AR Zip Code: 72712 Country: United States Telephone: 4799360005 Fax: Email: jrogers@bentonvillear.com Customer Account Number or Master Account Number:	Name: VERNER PAREDES Street Address: 225 W RANDOLPH ST -- Z1 City: CHICAGO State/Province: IL Zip Code: 60606 Country: USA Telephone: 3124580337 Fax: N/A Email: vp3367@us.att.com Sales/Branch Manager: Adams, Robert G. SCVP Name: Sales Strata: Service Provider Markets US Sales Region: Western With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The promotional pricing in this Pricing Schedule applies only to the MIS Service(s) ordered at the following Site and shall not apply to any subsequent orders for additional MIS Service(s) to any other Customer locations. Additional orders for Service(s) to additional Customer locations will require AT&T and Customer to sign a new Pricing Schedule for MIS Service.

Site Address	
117 W. Central Ave	Bentonville, AR
908 SE. 14th Street	Bentonville, AR
1101 SW Citizens Circle	Bentonville, AR

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

AT&T and Customer Confidential Information

Page 1 of 14

eCRM ID 1-25VP9P1

1409 dh208c EaMIS II PROMO/IGLOO 091914 dh rev

ps_mis_all_no_security_svcs_20060528_gcsm.rtf
v.10/01/11

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

CSM140917112551

1. SERVICES

Service	
AT&T Managed Internet Service (MIS)	http://new.serviceguide.att.com/portals/sqportal.portal?_nfpb=true&_pageLabel=mis_page
AT&T Bandwidth Services	http://new.serviceguide.att.com/index.jsp?sq=bws

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

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. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES (US Mainland, and HI only)

Section I: AT&T Managed Internet Service Access Bandwidth -

Table 1: Tiered T-1, NxT-1, E-1 And Frame - Flat Rate Billing Option

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	Discount
N/A	56/64 Kbps [†]	\$190	\$260	N/A
T-1	128 Kbps [†]	\$225	\$295	N/A
T-1	256 Kbps [†]	\$280	\$350	N/A
T-1	384 Kbps [†]	\$335	\$405	N/A
T-1	512 Kbps [†]	\$390	\$460	N/A
T-1	768 Kbps [†]	\$410	\$480	N/A
T-1 – Frame*	1024 Kbps*	\$425	\$495	N/A
T-1	T-1	\$470	\$540	N/A
E-1*	E-1	\$470	\$540	N/A
2xT-1	3 Mbps	\$850	\$1,145	N/A
3xT-1	4.5 Mbps	\$1,100	\$1,395	N/A
4xT-1	6 Mbps	\$1,250	\$1,545	N/A
5xT-1	7.5 Mbps	\$1,480	\$2,360	N/A
6xT-1	9 Mbps	\$1,715	\$2,595	N/A
7xT-1	10.5 Mbps	\$1,915	\$2,795	N/A
8xT-1	12 Mbps	\$2,190	\$3,070	N/A

* Not available with MPLS PNT

[†]Available only with MPLS PNT Feature

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Table 2: – MIS N x 10 Gig Ethernet* - Flat Rate Billing Option

Speed	MIS Monthly Service Fee List Price	Discount
2x -10.0 Gbps	\$1,500,000	N/A
3x -10.0 Gbps	\$2,220,000	N/A
4x -10.0 Gbps	\$2,920,000	N/A

* Not available with MPLS PNT

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Table 3: Burstable T-1

Discount: : N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
up to 128kbps	\$270	\$340
128.01 - 256 Kbps	\$340	\$410
256.01 - 384 Kbps	\$405	\$475
384.01 - 512 Kbps	\$470	\$540
512.01 Kbps - 1.544 Mbps	\$565	\$635

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Table 4: DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

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Table 5: ATM And Tiered T-3

Discount: N/A

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/Managed Router Monthly Service Fee List Price
ATM*	2 Mbps	\$590	\$885
ATM*	3 Mbps	\$850	\$1,145
ATM*	4 Mbps	\$1,075	\$1,370
ATM*	5 Mbps	\$1,125	\$1,420
ATM*	6 Mbps	\$1,250	\$1,545
ATM*	7 Mbps	\$1,415	\$2,295
ATM*	8 Mbps	\$1,565	\$2,445
ATM*	9 Mbps	\$1,715	\$2,595
ATM*/T-3	10 Mbps	\$1,840	\$2,720
ATM*/T-3	15 Mbps	\$2,465	\$3,345
ATM*/T-3	20 Mbps	\$3,090	\$3,970
ATM*/T-3	25 Mbps	\$3,725	\$4,605
ATM*/T-3	30 Mbps	\$4,350	\$5,230
ATM*/T-3	35 Mbps	\$4,990	\$5,870
ATM*/T-3	40 Mbps	\$5,615	\$6,495
T-3	45 Mbps	\$6,250	\$7,130

* Not available with MPLS PNT

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Table 6: Burstable T-3

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
up to 6.0 Mbps	\$1,515	\$1,810
6.01 - 7.5 Mbps	\$1,790	\$2,670
7.51 - 9.0 Mbps	\$2,065	\$2,945
9.01 - 10.5 Mbps	\$2,290	\$3,170
10.51 - 12.0 Mbps	\$2,515	\$3,395
12.01 - 13.5 Mbps	\$2,740	\$3,620
13.51 - 15.0 Mbps	\$2,965	\$3,845
15.01 - 16.5 Mbps	\$3,150	\$4,030

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16.51 - 18.0 Mbps	\$3,340	\$4,220
18.01 - 19.5 Mbps	\$3,525	\$4,405
19.51 - 21.0 Mbps	\$3,715	\$4,595
21.01 - 45.0 Mbps	\$7,515	\$8,395

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Table 7: Flexible Bandwidth Billing Option - Burstable T-3

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS w/Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	N/A

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Table 8: MIS Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170
up to 128kbps	\$340
128.01 - 256 Kbps	\$410
256.01 - 384 Kbps	\$475
384.01 - 512 Kbps	\$540
512.01 Kbps - 1.544 Mbps	\$635

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Table 9: MARO Burstable T-3 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$800
up to 6.0 Mbps	\$1,810
6.01 - 7.5 Mbps	\$2,670
7.51 - 9.0 Mbps	\$2,945
9.01 - 10.5 Mbps	\$3,170
10.51 - 12.0 Mbps	\$3,395
12.01 - 13.5 Mbps	\$3,620
13.51 - 15.0 Mbps	\$3,845
15.01 - 16.5 Mbps	\$4,030
16.51 - 18.0 Mbps	\$4,220
18.01 - 19.5 Mbps	\$4,405

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19.51 - 21.0 Mbps	\$4,595
21.01 - 45.0 Mbps	\$8,395

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Table 10: Redundancy Features - Monthly Service Fees

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option -additional charges via Private Line, per Service Component	T-1: \$500	N/A
	NxT1: \$500 per T-1	
	T3: \$5,000	
	OC-3 \$12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	N/A
	NxT-1: \$350	
	T3: \$540	
	OC-3: \$2,435	
MARO Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	\$500 per T-1 Redundant Link	N/A
	\$5,000 per T-3 Redundant Link	
	\$12,000 per OC-3 Redundant Link	
MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)	T1 & NXT1: \$350 T3 & OC3: \$875	N/A

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Table 11: MIS and MARO Features - Installation Fees

Discount: 0.0 %

Option	Undiscounted Installation Fee List Price MIS & MIS w/Managed Router
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

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Table 12: MIS Tele – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500	\$1,500*
10 Gig Ethernet***	\$10,000	\$10,000**

*Available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

** Subject to availability

*** Not available with MPLS PNT

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Table 13: On-Site Installation

Discount: 0.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500

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Table 14: ATM and Tiered OC-3

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2 Mbps*	\$590	\$885
3 Mbps*	\$850	\$1,145
4 Mbps*	\$1,075	\$1,370
5 Mbps*	\$1,125	\$1,420
6 Mbps*	\$1,250	\$1,545
7 Mbps*	\$1,415	\$2,295
8 Mbps*	\$1,565	\$2,445
9 Mbps*	\$1,715	\$2,595
10 Mbps*	\$1,840	\$2,720
15 Mbps*	\$2,465	\$3,345
20 Mbps*	\$3,090	\$3,970
25 Mbps*	\$3,725	\$4,605
30 Mbps*	\$4,350	\$5,230
35 Mbps*	\$4,990	\$5,870
40 Mbps*	\$5,615	\$6,495
60 Mbps*	\$7,825	\$9,005
155 Mbps (not available with ATM)	\$17,800	\$18,980

* Not available with MPLS PNT

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Table 15: Burstable OC-3

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 35.0 Mbps	\$5,990	\$6,870
35.01 to 45.0 Mbps	\$7,515	\$8,395
45.01 to 55.0 Mbps	\$8,765	\$9,945
55.01 to 65.0 Mbps	\$10,025	\$11,205
65.01 to 75.0 Mbps	\$11,290	\$12,470
75.01 to 85.0 Mbps	\$12,550	\$13,730
85.01 to 100.0 Mbps	\$14,440	\$15,620
100.01 to 125.0 Mbps	\$17,590	\$18,770
125.01 to 155.0 Mbps	\$21,365	\$22,545

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Table 16: Flexible Bandwidth Billing Option - Burstable OC-3

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145

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120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	N/A

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Table 17: Tiered OC-12

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
622 Mbps	\$50,700	\$52,505

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Table 18: Burstable OC-12

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 75.0 Mbps	\$11,290	\$12,470
75.01 to 150.0 Mbps	\$18,750	\$19,930
150.01 to 225.0 Mbps	\$26,215	\$27,395
225.01 to 300.0 Mbps	\$33,665	\$35,470
300.01 to 375.0 Mbps	\$40,040	\$41,845
375.01 to 450.0 Mbps	\$46,415	\$48,220
450.01 to 525.0 Mbps	\$52,715	\$54,520
525.01 to 622.0 Mbps	\$60,850	\$62,655

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Table 19: Flexible Bandwidth Billing Option - Burstable OC-12

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	N/A

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Table 20: Tiered OC-48

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2.5 Gbps	\$196,000	\$199,055

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Table 21: Burstable OC-48

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 1250 Mbps	\$121,500	\$124,555
1251 to 1350 Mbps	\$130,975	\$134,030
1351 to 1450 Mbps	\$140,450	\$143,505
1451 to 1550 Mbps	\$149,925	\$152,980
1551 to 1650 Mbps	\$159,400	\$162,455
1651 to 1750 Mbps	\$168,875	\$171,930
1751 to 1850 Mbps	\$178,350	\$181,405
1851 to 1950 Mbps	\$187,825	\$190,880
1951 to 2050 Mbps	\$197,300	\$200,355
2051 to 2150 Mbps	\$206,775	\$209,830
2151 to 2250 Mbps	\$216,250	\$219,305
2251 to 2350 Mbps	\$225,725	\$228,780
2351 to 2450 Mbps	\$235,200	\$238,255

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Table 22: Flexible Bandwidth Billing Option - Burstable OC-48

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
1250 Mbps	\$101,250	\$104,305	\$100
1550 Mbps	\$125,000	\$128,055	\$100
1850 Mbps	\$148,750	\$151,805	\$100
2150 Mbps	\$172,500	\$175,555	\$100
2450 Mbps	\$196,000	\$199,055	N/A

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Table 23: Flexible Bandwidth Billing Option - Ethernet

Discount applied to MIS & MIS w/Managed Router: 92.0 %			Incremental Usage Fee Discount: 92.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
0.5 Mbps	\$390	\$460	\$940
1.0 Mbps	\$425	\$495	\$510
1.5 Mbps	\$470	\$540	\$380
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
30 Mbps	\$4,350	\$5,230	\$175

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35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
50 Mbps	\$6,770	\$7,815	\$165
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
75 Mbps	\$9,410	\$10,595	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
150 Mbps	\$17,065	\$18,250	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
900 Mbps	\$70,875	\$73,930	\$100
1000 Mbps	\$78,250	\$81,305	N/A

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Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*

Discount applied to MIS: N/A		Incremental Usage Fee Discount: N/A	
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps	
.5 Gbps	\$42,215	\$84.43	
1.0 Gbps	\$78,250	\$78.25	
1.5 Gbps	\$119,625	\$79.75	
2.0 Gbps	\$161,000	\$80.50	
2.5 Gbps	\$196,000	\$80.25	
3.0 Gbps	\$240,000	\$80.00	
3.5 Gbps	\$279,125	\$79.75	
4.0 Gbps	\$318,000	\$79.50	
4.5 Gbps	\$356,625	\$79.25	
5.0 Gbps	\$390,000	\$78.00	
5.5 Gbps	\$433,125	\$78.75	
6.0 Gbps	\$471,000	\$78.50	
6.5 Gbps	\$508,625	\$78.25	
7.0 Gbps	\$539,000	\$77.00	
7.5 Gbps	\$583,125	\$77.75	
8.0 Gbps	\$620,000	\$77.50	
8.5 Gbps	\$656,625	\$77.25	
9.0 Gbps	\$684,000	\$76.00	
9.5 Gbps	\$719,625	\$75.75	
10.0 Gbps	\$755,000	\$75.50	

* Not available with MPLS PNT

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Table 25: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

Discount: 62.0 %

Speed	Class of Service Monthly Fee – List Price* (w/ or w/out Managed Router, except as indicated)
56 Kbps†	\$225
128 Kbps†	\$225
256 Kbps†	\$225
384 Kbps†	\$225
512 Kbps†	\$225
768 Kbps	\$225
1024 Kbps**	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps‡	\$2,750

* Charges waived for Sites with AT&T BVoIP Service

** Not available with MPLS PNT

(†) no real-time class available

(‡) unmanaged only

v.6.1.06

Table 26: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees

Discount: 62.0 %

Speed	Undiscounted MIS w/ or w/out Managed Router Monthly Service Fee*
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100

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35.01 - 40.0 Mbps	\$2,350
40.01 - 45.0 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service

** Not available with MPLS PNT

v.10.01.08

Table 27: Class Of Service Option - Installation Fees

Discount: 100.0 %

Class of Service Undiscounted Installation Fee*	\$1,000
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*Charges waived for Sites with AT&T BVoIP Service

v.2.3.06

Table 28: MIS+NCS Option

Discount: N/A

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	\$1,200
MIS + NCS Site License Fee (5 yr)	\$1,050
MIS + NCS Tier 1 Support	\$100

v.04.29.02

Table 29: MIS + NCS Installation Fees

Discount: 0.0 %

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	\$2,500

v.2.3.06

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Table 30: MPLS PNT Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS & MIS w/Managed Router
Private Line Fractional T-1 (56K – 768K)	Fractional T-1 (56K – 768K)	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	25 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	45 Mbps (Full T3)	\$2,000
Private Line T3	6-45 Mbps (Burstable T3)	\$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	\$20,000
Ethernet	512Kbps - 1.5 Mbps	\$200
Ethernet	2 - 15 Mbps	\$1,000
Ethernet	15.01 – 45 Mbps	\$2,000
Ethernet	45.01 - 155 Mbps	\$5,000
Ethernet	155.01 - 622 Mbps	\$10,000
Ethernet	622.01 - 1000 Mbps	\$20,000

v.10.12.07

Table 31: MPLS PNT UniLink Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT and MIS PNT with Managed Router
Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC-48	OC-48	\$20,000
Ethernet	512 Kbps – 1.5 Mbps	\$200
Ethernet	2 - 45 Mbps	\$2,000
Ethernet	45.01-155 Mbps	\$5,000
Ethernet	155.01-622 Mbps	\$10,000
Ethernet	622.01-1000 Mbps	\$20,000

v.10.12.07

Table 32: MultiCast Monthly Service Fee

N/A

MultiCast Monthly Service Fee	ICB
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Table 33: MultiCast Installation

N/A

MultiCast Installation Fee	ICB
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Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
8 Port POE Add-On	\$30
24 Port POE Add-On	\$75
8 Port Analog Module Add-On	\$35

v.5.14.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
8 Port POE Add-On	\$35
24 Port POE Add-On	\$85
8 Port Analog Module Add-On	\$40

v.5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price
Move, Addition, Change to Service	\$260
Delete Service	\$500

v. 5.14.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	\$225
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v.1.9.09

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

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Section IV: Local Access Pricing

NPA/NXX	Location	Access Bandwidth	Local Access Non- Recurring Charge	Local Access Net Monthly Recurring Charge
479/271	Bentonville, AR	Ethernet- 10 Mbps	\$0.00	\$600.00
479/271	Bentonville, AR	Ethernet- 20 Mbps	\$0.00	\$770.00
479/271	Bentonville, AR	Ethernet- 50 Mbps	\$0.00	\$870.00
479/271	Bentonville, AR	Ethernet- 10 Mbps	\$0.00	\$600.00
479/271	Bentonville, AR	Ethernet- 20 Mbps	\$0.00	\$770.00
479/271	Bentonville, AR	Ethernet- 50 Mbps	\$0.00	\$870.00
479/273	Bentonville, AR	Ethernet- 10 Mbps	\$0.00	\$600.00
479/273	Bentonville, AR	Ethernet- 20 Mbps	\$0.00	\$770.00

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Pricing Schedule
AT&T Network Integration Services and Equipment Resale
("NI Pricing Schedule")

MA Reference No.: 201106140394UA
AT&T Network Integration Tracking ID: GBS198564
Document Version #: v-1.0

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This Pricing Schedule for AT&T Network Integration Services and Equipment Resale ("NI Pricing Schedule") is part of the Unified Master Agreement between AT&T and Customer referenced above ("Agreement").

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the Business Voice over IP Service Guide. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating Customer's location in the automatic location information database.. The undersigned further understands and acknowledges that there may be a delay between the time that a new Registered Location is recorded by AT&T and the time that the new name, address and telephone number information is entered into appropriate databases so as to be available to an emergency operator at the appropriate PSAP. The duration of such delay will vary, and can range typically from a few hours to several days. Until the User's new Registered Location is entered into appropriate databases so as to be available to emergency operators, the User will not receive full E911 service as the call may initially be connected to the incorrect PSAP and/or the emergency operator may not have electronic access to the User's address and call back number.

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

ATTUID: AM6700

Pricing Schedule
AT&T Network Integration Services and Equipment Resale
("NI Pricing Schedule")

1. Definitions

"Purchased Equipment" means equipment to which title and risk of loss is transferred from AT&T to Customer hereunder. Purchased Equipment includes any internal code required to operate such Equipment.

"AT&T HVS Equipment" means equipment AT&T provides under this NI Pricing Schedule to which AT&T retains all right, title and interest, which is located at a Customer site ("Site"), and which is used to provide Services. AT&T CPE includes any internal code required to operate such Equipment. AT&T CPE does not include Customer Equipment or Purchased Equipment.

2. SERVICES

This NI Pricing Schedule states the terms and conditions governing Orders for AT&T services ("Services"). Attached to this NI Pricing Schedule is a Statement of Work ("SOW") detailing the types of Services provided as well as commensurate charges. The attached SOW is effective and becomes part of this NI Pricing Schedule upon the execution hereof. AT&T may subcontract work to be performed under this NI Pricing Schedule but shall retain responsibility for all such work.

3. STATEMENT OF WORK

A. Unless earlier terminated as described below, an SOW is deemed terminated when the parties' respective obligations have been fully performed or when it is otherwise terminated according to its terms.

B. In the event of an inconsistency among terms, the order of priority is: (i) the applicable SOW; (ii) the NI Pricing Schedule and (iii) the Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

A. AT&T will provide soft copies of AT&T HVS terminal user guides and quick reference guides ("Documentation"). AT&T grants Customer a limited, non-transferable (except in accordance with authorized assignment of the Agreement), non-sub licensable non-exclusive license, to use the Documentation until the earlier of termination or expiration of this SOW or the Agreement. This license grant is intended to give Customer only a personal, not a property, interest in the Documentation. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the AT&T HVS Services, including the provision of Software (including Third Party Software), are and will be the sole and exclusive property of AT&T, its subcontractor(s) or its supplier(s), and neither ownership nor title to any such property will pass to Customer. The license to use the Documentation is specifically limited to allow Customer to download, print and make a reasonable number of copies of the related user documentation that accompanies the Software.

5. TERM AND TERMINATION

This NI Pricing Schedule shall remain in effect until terminated by either party on not less than thirty (30) days' prior written notice to the other party; *provided that*, the terms and conditions of this NI Pricing Schedule shall continue to govern, through completion of performance (or earlier termination), all SOWs in effect on this NI Pricing Schedule's termination date.

6. Withdrawal of Service

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days

7. PURCHASED EQUIPMENT TERMS

A. Orders for Purchased Equipment shall be placed upon execution of the SOW and future orders submitted by Customer to AT&T must be in written format and shall contain all information required for AT&T to fulfill such Order and shall contain a reference to this NI Pricing Schedule. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in this NI Pricing Schedule and/or the applicable SOW and EOL are void. AT&T will notify Customer by email whether it has accepted the Order after validation within five (5) business days after receipt of the Order. AT&T reserves the right not to accept an Order.

B. Customer acknowledges and agrees that AT&T's ability to deliver Purchased Equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T shall have no liability for delays in any delivery schedule. Title and risk of loss to Purchased Equipment shall pass to Customer upon shipment from AT&T's Purchased Equipment supplier; (ii) Customer is responsible for all shipping-related charges, which AT&T shall invoice to Customer at two percent (2%) of the total purchase price of the Order or actual cost, whichever is greater, except that for Orders requiring expedited shipment, in which case it will be the greater of four (4%) percent of the Customer's total

Pricing Schedule
AT&T Network Integration Services and Equipment Resale
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purchase price or actual cost.; and (iii) charges incurred, if any, for storage of Purchased Equipment following delivery to the agreed location are the sole responsibility of Customer and are not included in shipping charges.

C. Equipment Returns.

- (1) **Warranty Returns.** In the event Purchased Equipment requires return during the warranty period and such Purchased Equipment is determined by the manufacturer to qualify for a return, AT&T will obtain a Return Material Authorization ("RMA") from the manufacturer. Upon AT&T providing the RMA to Customer, such return shall then be effectuated by Customer according to the manufacturer's policies.
- (2) **Non-defective Returns.** In the event Customer seeks to return non-defective Equipment, Customer should contact AT&T regarding obtaining an RMA; however, any such return is at the discretion of the manufacturer and Customer shall be responsible for payment of any associated return and/or restocking fee. Return shipping costs and risk of loss are the responsibility of Customer.
- (3) **Maintenance Returns.** In the event Purchased Equipment covered by maintenance requires return, Customer should contact the relevant maintenance provider to obtain an RMA and instructions.

8. LICENSES AND THIRD PARTY MAINTENANCE

Purchased Equipment, software and maintenance services, if any, resold to Customer hereunder may have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to any and all such license terms and other requirements or restrictions and is deemed to accept them upon receipt of the Purchased Equipment or software, or upon commencement of the maintenance services, as applicable in connection with the use of the Purchased Equipment by Customer in the country of use. Services as defined in the Agreement shall not include any manufacturer's maintenance, whether or not AT&T facilitates such purchase or bills such services as agent for the third party.

9. LIMITATION OF LIABILITY

For purposes of this NI Pricing Schedule and Orders placed under it, any limit or cap on liability contained in the "Limitations of Liability" article of the Agreement is superseded by the following: EACH PARTY'S LIABILITY UNDER THIS NI PRICING SCHEDULE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR, IN THE AGGREGATE, ALL CLAIMS ARISING DURING ANY TWELVE-MONTH PERIOD) THE NET PURCHASE PRICE PAID BY CUSTOMER FOR SERVICES UNDER THE ORDER THAT GAVE RISE TO THE LIABILITY. This shall not limit Customer's responsibility for the payment of all charges properly due under the NI Pricing Schedule. AT&T shall have no duty to defend, indemnify and hold Customer harmless for and against damages or costs incurred by Customer arising from the infringement of patents or trademarks or the violation of copyrights by Purchased Equipment.

**Pricing Schedule
AT&T Network Integration Services and Equipment Resale
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EXHIBIT 1: STATEMENT OF WORK

1. Introduction

This SOW is attached to the NI Pricing Schedule and is between **AT&T Corp.** ("AT&T") and **City of Bentonville** ("Customer").

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by 9/01/2014 and/or (ii) the engagement does not commence within thirty (30) calendar days of the Effective Date. Services and equipment not detailed herein are out of scope.

AT&T HVS is offered pursuant to (1) the terms of this SOW, (2) the terms of the AT&T Business Voice over IP Service Guide ("BVoIP Service Guide") that are generally applicable to AT&T VDNA Services, excluding Section 2.5.1.2 and all SLAs, and (3) and the General Provisions referenced in that Service Guide, which are available to Customer at: <http://serviceguidenew.att.com/> and are incorporated herein by reference.

AT&T HVS is provided as described in this SOW until AT&T makes AT&T HVS generally available. If AT&T makes the AT&T HVS generally available, AT&T will do so by describing it in the AT&T BVoIP Service Guide (or other Service Publication) and Customer agrees that the description contained in the Service Guide (or other Service Publication), when published, shall supersede and replace any conflicting provisions of this SOW.

The Services/Service Components sold under this SOW ("targeted services") are expected to be retired over the next few years as part of AT&T's network modernization initiatives. AT&T may replace any existing targeted services or fulfill any new order for a targeted service in this SOW with a new or more advanced version (under this SOW ("targeted services")).

2. Scope of Work

2.1 AT&T HVS

(a) AT&T HVS is a network-based, hosted interconnected VoIP Service that combines VoIP service with traditional TDM communications features, functionality and local and long distance calling capabilities. AT&T HVS is available only with certain makes and models of telephone sets. AT&T reserves the right to change, add or modify features available with AT&T HVS service without notice to Customer. AT&T HVS requires Customer to separately purchase or provide transport services which may include AT&T VPN Service, AT&T MIS, or third party Internet connection services.

(b) AT&T HVS incorporates the following core capabilities: telephony features, local and domestic long distance calling, unified messaging along with administrative web based interfaces that allow for management of the offer by Customer. The AT&T HVS platform is hosted by AT&T and includes Feature Packages (detailed in the HVS Features Matrix Appendix), and is priced on a per Seat basis at the rates set forth in Pricing Appendix. In support of AT&T HVS, AT&T shall also provide onsite and remote installation, and maintenance and monitoring of AT&T Equipment as set forth herein.

2.2 Service Elements. AT&T HVS consists of the following:

- Private Branch Exchange-like service from the cloud;
- Web portal interfaces to provide Users access to administrative controls;
- Unified Messaging, which integrates voicemail with email notification of voice messages, and supports the capability to integrate with email systems supporting IMAP; and
- Local and domestic long distance calling.

2.3 Registered Location

The "Registered Location" for a User is the physical location (building number and street name) where the User is using the HVS service.

(a) When 911 is dialed over HVS, the Registered Location is used for PSAP routing (i.e., it determines which PSAP will receive the 911/E911 call) and forms the basis of the ALI delivered to the PSAP that the PSAP uses to identify the calling party's actual location.

(b) The 911 call is routed to a PSAP based on the Registered Location information provided by Customer. Customer is responsible for providing AT&T the Registered Location information and must provide AT&T the correct Registered Location information for each User telephone number (including virtual telephone numbers (VTNs)) that may be used for voice calling prior to the initial activation of HVS at any Site or location. Customer must provide this information during the installation data collection phase of the project.

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(c) If Customer relocates or temporarily moves to another physical location, Customer must update its Registered Location. Customer may update the "Registered Location" by contacting the AT&T 911 Center, its Account Executive, or the Business Office located on its invoice.

(d) Customer has the option of contracting with a third party for 911/E911 services. A Customer that elects this option must make independent arrangements with the third party for the submission and maintenance of User information, including Registered Location information, and make arrangements for the updating of such information. In the event any 911/E911 calls from Customer are routed to a PSAP using the HVS provided 911/E911 service AT&T will provide the PSAP with the Registered Location information provided by Customer.

(e) **Customer is fully liable, and shall indemnify AT&T, for all losses, claims and damages that may result from any inaccurate Registered Location information provided.**

2.4 Equipment Support

(a) AT&T HVS is designed to support SIP2.0 compliant hardware. The Phone and Equipment Appendix lists the approved and supported equipment.

(b) All CPE must run the firmware versions specified by AT&T.

2.5 Teleworker

AT&T HVS facilitates Teleworkers utilizing SIP phones at a fixed location connected to HVS via Remote Broadband Internet Service. Customer acknowledges the capability is authorized for use only at the service location provided on Customer Order, and only at locations where E911 emergency dialing is supported. The service is not nomadic.

2.6 Supported Soft Clients

AT&T HVS supports commercially available soft client applications as specified in the HVS Feature Matrix Appendix. Customer is responsible for identifying and complying with all requirements applicable to use of the softphone application, including, if necessary, access to emergency services, e.g., 9-1-1/E911.

2.7 On-Site Installation Services

AT&T will provide on-site installation for AT&T owned SBC's. Customer will roll out and register all phones & one MP118.

2.8 Additional Customer Site/Seats

To add a new Customer Site, or additional Seats at an existing Site, Customer shall submit a written or electronic request. AT&T will provide Customer the content and submission requirements for such requests.

Each AT&T HVS user account will be activated prior to initial use based on one of four standard call provisioning patterns ("Template"). Additional Templates may be developed pursuant to a Change Order at the then-current Professional Services rates.

Customer can use non-Astra devices with HVS. If Customer elects to do so, AT&T will assess a charge to activate the device. Customer may activate such devices without AT&T assistance at no additional charge.

2.9 New Site Information

In the event Customer elects to add a site, AT&T will assign an AT&T Identification Number (AIN). Additional charges will apply. This number will be used by AT&T's Customer Technical Support (ACTS) to identify the site.

2.10 New Releases and Upgrades

(1) **Standard Maintenance:** AT&T will provide a schedule of standard maintenance windows for upgrades and patches. All standard maintenance will be performed during Normal Business Hours.

(2) **Emergency maintenance:** Where reasonably practicable, AT&T will give Customer 24 hours' notice of the need for the maintenance and a summary of the potential impact. Emergency maintenance may occur at any time.

(3) **Firmware upgrades on end points:** AT&T will perform firmware upgrades on end points after Normal Business Hours. AT&T will give Customer one week's notice on firmware upgrades.

(4) **Network Maintenance:** The network trunks to a Customer Site will terminate on Customer-owned and managed equipment. The network connections to Customer will not have maintenance performed simultaneously. AT&T will notify Customer of planned maintenance windows.

2.11 Monitoring/Management

AT&T shall provide Monitoring and Management for AT&T Equipment. Monitoring and Management includes: (a) up/down isolation; (b) Toll Free number to access the ACTS; and, (c) monitoring for up to 15 Simple Network Management Protocol ("SNMP") traps, as identified by Customer if Customer has in excess of 15 potential SNMP traps.

Monitoring and Management excludes: (a) Software Maintenance, (b) Hardware Maintenance, and (c) Change Management.

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3. Installation

3.1 Project Management

AT&T will assign a Project Manager to interface directly with Customer and have overall responsibility for the implementation. The Project Manager will schedule a kickoff meeting to initiate the engagement.

The AT&T Project Manager and Customer's Single Point of Contact (SPOC) will work together to establish an Implementation Schedule.

3.2. User Database.

(a) Establishment of User Database: Prior to the initiation of HVS service, AT&T will build and set up the Customer's User database, which includes specific information for each Customer User. AT&T will provide Customer the list of required User information for the database. Customer shall provide AT&T the requisite information for each User via CSV file (or other approved format). Customer and AT&T will agree to date for final receipt of all User information to be included in the User Database. After such date, AT&T will assess a charge for any requested changes to User information.

To facilitate establishment of the User Database, Customer must: (1) provide coordinator(s) to attend a database collection workshop for training on how to collect and provide all necessary information for the; (2) provide Group Administrator(s) to attend the kickoff and database collection meetings; and (3) provide required User phone settings to AT&T.

Customer will take responsibility for the User Database upon completion of HVS service activation. Customer may use the OP Easy Tool, a web-based application, to update the User database.

(b) Database changes. If Customer requires AT&T assistance to modify the User Database after activation of HVS service, or if AT&T is required to re-build the User Database, additional charges will apply.

3.3 Training

(a) AT&T will provide web based training regarding use of telephone features once AT&T HVS is deployed. Training topics include: User Training, HVS Assistant Toolbar, HVS Receptionist and HVS Unified Messaging. AT&T will also provide Customer telephone user guides.

(b) For an additional charge, AT&T will provide on-site training to cover functionality, feature usage, voice mail, and assistant overview for the telephone features purchased.

3.4 Test and Turn Up Support

AT&T will provide remote support via ACTS during Normal Business Hours. Upon completion of Test and Turn Up, AT&T will provide a document that includes a toll-free phone number and procedure for direct ACTS support. Upon Service Activation, any issues should be reported to the ACTS for resolution.

3.5 Hardware Support

Terminal, Site Edge, and Gateway Support: AT&T will only provide support for a site terminal, edge device or gateway that is listed in the Phone Set and Equipment and is purchased from AT&T.

4. AT&T Project and Operations Management.

In support of the HVS Services provided to Customer, AT&T will:

- (a) Assign a Project Manager to be the Single Point of Contact (SPOC) until Service is activated.
- (b) Assign an AT&T Service Manager to be the SPOC for ongoing maintenance after the Service Activation Date.
- (c) Set up kickoff meeting with Customer.
- (d) Set up User Database Collection workshop.
- (e) Build and set-up User Database.
- (f) Install AT&T Equipment
- (g) Provide technical support for phones after HVS service activation.

5. Customer Responsibilities

5.1 To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer is responsible for the following:

- (a) Assign a Single Point of Contact ("SPOC") for the AT&T Project Manager to work with during the Project.
- (b) Designate a Customer Administrator.
- (c) Provide participants to attend the kickoff.
- (d) Adhere to all agreed upon timeframes.

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- (e) Participate in the Database Collection workshop
- (f) Provide the requisite User information to be included in User Database.
- (g) Provide address(es) for each HVS location
- (h) Configure and install any Customer-provided equipment.
- (i) Submit requests for additional service and MACDs in the AT&T-designated format.
- (j) Timely provide required end user phone settings in the AT&T-designated format:
- (j) Notify Users of installation task(s) and timelines.
- (k) Provide network access to AT&T for remote administration, troubleshooting, and installation activities.
- (l) Ensure that all required cabling, network patch cords, and station jacks are installed.
- (m) Perform all Customer Site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental as per the manufacturer's specifications, and the installation of Purchased Equipment racks.
- (n) Provide local Site Contact name, telephone number, address, and email for both a primary and backup.
- (o) Ensure AT&T access to Customer Site(s) and any work areas and provide parking.
- (p) Ensure there is sufficient space for AT&T Equipment and Customer-provided equipment.
- (q) Provide authorized personnel on-site during any Purchased Equipment Installation and Test and Turn-Up.
- (r) Provide appropriate personnel during installation to address technical questions.
- (s) Provide AT&T with login and password information to all equipment related to the Services provided hereunder, including both basic access and modification access.
- (t) Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.

5.2 Customer Requirements Regarding Cable, Plant and Reused Cable Plant

Cable, cable plant and associated equipment are provided by and are the responsibility of Customer. AT&T does not warrant new or reused cable within the Customer network. In the event Customer cannot meet the cabling requirements/specifications outlined in Section 5.5., AT&T will use reasonable efforts to work around any deficiencies, but AT&T cannot guarantee the quality of voice service and AT&T shall not be held responsible.

5.3 Customer Requirements Regarding Existing Cable Plant Reuse Specifications

AT&T generally accepts Customer cable plant and associated equipment as acceptable if the condition of such cable plant and equipment conforms to the minimum requirements below. AT&T reserves the right to accept or reject the condition of cable(s) and associated equipment following inspection of such cable plant and equipment by AT&T prior to or during installation. Customer represents, understands and agrees:

- (a) Customer has sufficient LAN/WAN cabling and a transport infrastructure that will fully satisfy the stringent requirements of IP Telephony communications for all intra-premises and inter-premises call control and voice communications transmissions as determined by AT&T.
- (b) Customer shall ensure all Ethernet switches and IP WAN routers will be equipped and programmed to satisfy QoS and security standards necessary to support voice communications.
- (c) Customer will ensure pertinent bandwidth, latency, packet loss, and echo issues will be addressed in the design and implementation.
- (d) Customer shall ensure each station user's work area will be supported by a minimum of one (1) four-pair, Category 5E (RJ-45) or higher station cable for LAN. The RJ-45 connectors will be either wall mounted or mounted in the modular furniture throughout the office environment.
- (e) Customer shall provide RJ-11 connectors, if required.
- (f) Customer has sufficient network connectivity (as determined by AT&T) to each building served by AT&T HVS in a campus environment.
- (g) Customer has sufficient cable pairs from the Main Equipment Room to each local wiring closet to support all required Analog circuits.
- (h) The installation cost for this proposal is based on reuse of the existing station wire, riser cable and outside plant.
- (i) Customer shall remediate any cable plant and equipment conditions identified by AT&T prior to or during installation. Customer understands that failure to remediate such conditions may prevent or delay AT&T from utilizing such cable plant and equipment, and may also prevent or delay installation and Service Activation of AT&T HVS. AT&T reserves the right to charge customer for time and materials, including truck roll charges associated with the Customer delay.

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6. Project Governance

(a) Change Control Process

Either Party must submit change requests to contractual documents in writing. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once the changes are agreed upon, both parties must execute the document.

(b) Implementation and Project Management Service Hours

The Implementation and Project Management Services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours" or "NBH"), unless otherwise noted herein.

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

Hourly rates for Services provided after NBH ("aNBH") are set forth in Section 7. AT&T will invoice Customer at this rate for any such Services requested in writing by the Customer.

7 HVS Packages

There are four (4) Feature Packages available for purchase: (1) **Standard Feature Package**, (2) **Premium Feature Package**, (3) **Voicemail only Feature Package**, and (4) **Business Trunk Feature Package**. Feature Packages are assigned per User. The AT&T HVS Feature Package Matrix is detailed in the HVS Features Matrix Appendix.

(a) Standard Feature Package: This package includes the features shown in the HVS Standard Feature Package Table. See HVS Features Matrix Appendix.

(b) Premium Feature Package: This package includes the features included with the AT&T HVS Standard Feature Package and the features identified in the AT&T HVS Premium Feature Package Table. This package also includes voice mail. See HVS Features Matrix Appendix.

Optional Features are available to Customers that purchase a Premium Feature Package. Optional Features include:

- **Standard call center:** The Standard call center feature is designed to support a normal call center environment where flexible routing options are needed and the agent's workflow dictates the need for various ACD statuses such as *Available*, *Unavailable*, and *Wrap-up*. In addition, Standard call centers are designed to support deployments that require clients, such as the Agent client, and Call Center Reporting.
 - **Premium call center:** A Premium call center is designed to provide an advanced set of routing and call management options to support a formal call center environment. It supports such capabilities as multiple dialed number identification service (DNIS) numbers being assigned to a single call center, additional unavailable codes for when agents are not able to take calls, and disposition codes to associate with ACD calls, outbound calling, and silent monitoring of agents.
 - **Call Center Supervisor:** The Call Center Supervisor is a software application that enables supervisors to monitor and manage their assigned agents and queue activity. It includes an embedded dashboard that allows a supervisor to monitor agent work flows in real-time. Supervisors can also run default or customized reports on agent and queue performance, based on either real-time or in-depth historical data.
 - **Receptionist Seat:** The Receptionist Seat is a software-based attendant console. Receptionists or telephone attendants use it to manage and screen inbound calls for enterprises.
 - **HVS Business Communicator Client:** The HVS Unified Communicator provides users with a Unified Communications (UC) experience across mainstream mobile and desktop platforms including Windows, Mac, iOS and Android. By seamlessly integrating with HVS, the HVS Communicator is a single application to access voice, video, instant messaging and presence applications.
 - **MS Lync Integration Client:** This HVS Option includes a copy of the is-phone® Desktop Software This Unified Communications (UC) softphone application integrates with Microsoft Lync 2010 client. with the HVS platform, delivering an integrated UC experiences to Lync users.7/ Charges
- (c) HVS Voice Mail Only Feature Package:** This feature provides an "always on" voice mailbox. Users can retrieve voice mail messages by accessing the voice portal from any phone. Users can listen to, save, and delete each message, as well as move to the previous or next message.

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- (d) **Business Trunk Feature Package:** This package provides services to interconnect user premises equipment (CPE) such as legacy PBX or key telephone systems (KTS). Businesses require a certain number of trunks based on call traffic and the rate of oversubscription for their CPE (reached out to Broadsoft for Definition)

8. Charges

The charges for the HVS packages and optional features are provided in the pricing Appendix, attached hereto. Unless stated otherwise, all HVS Feature Packages and optional features have Monthly Recurring Charges.

9. Additional Pricing Terms and Conditions

(a) **Invoicing.** AT&T shall invoice Customer on a monthly basis. Such invoice will include charges incurred in the previous calendar month.

(b) **Travel and related Expenses.** Charges do not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.

(c) **Time and Material ("T&M") Rate.** In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer at a T&M rate of two-hundred fifty dollars (\$250.00) per hour per AT&T Consultant for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Control process outlined in this SOW.

10. Remote Technical Support

ACTS is Customer's single point of contact for problem notification, escalation, and resolution with respect to the AT&T HVS

(a) The ACTS operational center is staffed 7x24x365 by trained support engineers.

(b) Non-critical issues are supported during Normal Business Hours. In the event Customer requires technical support outside of Normal Business Hours, night and weekend rates apply based on the rates set forth in the pricing Appendix, attached hereto

(c) Critical issue support is available 7x24x365.

(d) The Customer Administrator shall provide ACTS the Site AIN (as described above) and password for access to trouble ticket tracking.

10.1 Reported Issues

Customer may report issues to ACTS via the provided toll-free number for the ACTS call center. Impact Level, Severity levels, supports Tiers and the resolution SLO is detailed in this section.

All support requests are documented into the ACTS database and assigned an Incident Report (IR) number. When the IR is documented, Customer contact will receive a confirmation e-mail indicating the problem description and IR number. Upon closure of an IR, a secondary e-mail notification with details of the problem resolution and/or corrective action is sent to Customer contact. Customer contact will have access to view both open and closed IRs related to their site, including all the resolution notes pertaining to each ticket. Customer shall provide Tier 1 Support through Customer on site personnel. AT&T shall respond to Tier 2 through 4 as follows:

Tier 2 Support: The ACTS operational Center 24x7, 365 days a year

Tier 3 Support: Senior support engineers

Tier 4 Support: R&D Engineering support from Mitel and Third Parties

"Production Systems" are defined as the core servers which include Voicemail, Meet-Me Conferencing and Call Center applications and connectivity to the cores.

(a) Impact Levels - Defined

Customer shall contact ACTS regarding events that impact the AT&T HVS. At the time Customer contacts the ACTS, ACTS will, in the exercise of its reasonable discretion, assign the event an Impact Level based on the criteria set forth below.

Impact Level - Severity 1 - Issues on Production Systems that severely affect call processing or traffic for a significant number of the Customer population and require immediate corrective action. This also includes events where 911 emergency calls are not working and there is no functional workaround. Customer may specify a "Critical Lines" list, (e.g., PSAP outbound lines, Nuclear Material monitoring lines, the President's Office) that will be treated as Severity 1 issues. A loss of Production Systems will be handled as a Severity 1 Incident.

Impact Level - Severity 2 - Issues that significantly affect operation of a Production System or administration and requires prompt attention including degradation of system performance.

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Impact Level - Severity 3 - Issues that do not significantly impair the functioning of the Production System and do not significantly affect availability of basic service to Customer.

- There is a functional workaround
- Partial feature unavailability to Users
- Maintenance or backup processes are significantly impacted
- Any redundant component that successfully fails over and redundancy is restored

Impact Level - Severity 4 - Issues or requests that do not affect the availability or performance of the Production System
(b) Trouble Escalation/Resolution Service Level Objective

Service Impact Level - Severity 1

For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within 15 minutes of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 30 minutes of receipt of such report.

ACTS will escalate reported events to the next level of help desk support based upon the following guidelines:

Tier 2 to Tier 3: less than 1 hour

Tier 3 to Tier 4: less than 4 hours

Restoration Objective - provide restoration of service in less than 4 hours from the time Customer is notified by the ACTS the severity of the issue is Severity 1.

Service Impact Level - Severity 2

For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within one hour of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 2 hours of receipt of such report.

ACTS will escalate reported events to the next level of help desk support based upon the following guidelines:

Tier 2 to Tier 3: less than 4 hours

Tier 3 to Tier 4: less than 8 hours

Restoration Objective - provide restoration of service in less than 1 Business Day from the time the event is acknowledged by ACTS and Customer is notified of the severity of the issue.

Service Impact Level - Severity 3

For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within one Business Day of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 2 Business Days of receipt of such report.

ACTS will escalate reported events to the next level of help desk support based upon the following guidelines:

Tier 2 to Tier 3: as needed

Tier 3 to Tier 4: as needed

Restoration Target: Service restoration is situation dependent. AT&T will make commercially reasonable efforts to resolve the problem promptly, but makes no commitments on resolution time.

Service Impact Level - Severity 4

For events reported by Customer via the telephone or via the on-line ticketing system, ACTS will commence investigation of the reported issue within a commercially reasonable time.

Escalation

Tier 2 to Tier 3: Commercially Reasonable time

Tier 3 to Tier 4: Commercially Reasonable time

Restoration/Resolution: Situation dependent - will make commercially reasonable efforts to resolve the issue or provide a response in a timely manner.

10.2 Monitoring Notification

The AT&T Network Operations Center monitors all components of the AT&T HVS solution (excluding Customer owned CPE) 7x24x365.

AT&T HVS includes a suite of management tools called OpEasy. OpEasy detects and documents issues into the database and assigns an Incident Report (IR) number. The same Documentation, processed as Customer Reported issues, will be emailed to Customer Group Administrator. Documentation will also be emailed to designated AT&T personnel (Service Manager, Service Assurance).

OpEasy consists of the following System Monitoring tools:

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Aggregates SNMP messages;

- "Phone home" to HVS (if enabled, allows Customer staff to get SNMP alarms and server alerts);
- Local notification via email; this is an additional method of notification of
 - Voice Quality Statistics
 - System Performance
 - Load Monitoring
 - Hardware Level Monitoring

11. Termination

(a) Customer may not terminate this SOW for any reason other than for uncured AT&T's material breach.

(b) In the event Customer terminates this SOW or any portion hereof for any reason other than AT&T's uncured material breach, Customer shall provide AT&T thirty (30) days written notice and be responsible to pay for all Services Ordered, equipment ordered from AT&T, and expenses incurred.

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DEFINITIONS APPENDIX

Term/Abbreviation	Definition
911	In the US, by dialing the three-digit code 911, the caller can originate an emergency call to the local public safety answering point.
AT&T Equipment	The equipment owned and provided by AT&T that is necessary to use HVS. (trying to get definition)
ACD	An Automated Call Distribution is a telephone facility that distributes and manages incoming calls to a specific group of users called agents.
ACTS	AT&T Customer Technical Support.
Agents	An agent is a member of Call Center that is responsible for receiving incoming calls.
AT&T POP	Point of Presence – a location at which a service provider provides access to its network. A location may be an AT&T POP for one or more purposes.
Business Days	Weekdays, excluding holidays, locally recognized by AT&T.
CSV File	A comma separated file. Used to store tabular data in plain text format. Plain Text means that the file is a sequence of characters in binary format.
Customer Premises Equipment (CPE)	All communications equipment located on the Customer's premises; owned, leased, or rented by the Customer; connected to a public or private network through a network interface of some sort; and on the Customer side of the demarcation point (Demarc). CPE primarily refers to voice equipment, including telephone sets, key equipment, PBXs, ACDs, and peripheral equipment such as answering machines.
Customer Administrator	The Customer Administrator is the primary point of contact for the customer in communicating with AT&T concerning business matters related to HVS
E911	In the US, enhanced 911 enables call originating location information to be transmitted to the appropriate PSAP.
IMAP	Internet Message Access Protocol is a protocol for email retrieval. The current version, IMAP Version 4 revision 1 is defined by RFC3501.
IP Phone	An IP Phone is a device that uses voice over Internet Protocol (IP) technologies for placing and transmitting telephone calls over an IP network.
Local Calling Area	Geographic area used by local exchange carriers to set rate boundaries for billing.
Local Calls	In the US, calls between locations within an area defined by the local exchange carrier as "local".
Local Survivability Option	This Site Survivability feature provides backup calling capabilities to or from the PSTN or within the Customer LAN should there be a connectivity failure to the Wide Area Network caused by failure of one or more of the following: provider edge router; Customer edge router; and HVS Session Border Controller; or the HVS application server.
MIB	Management Information Base is a database used for managing entities in a communication network.
Nomadic	Nomadic means a User who utilizes an IP soft phone from various locations on a temporary basis from their regular/permanent work location.
OpEasy	OpEasy is a web-based application that supports the provisioning process for Group/Dept. Administrators. Provisioning functions include: users, user features, user profiles, and templates
PSAP (Public Safety Answering Point)	In the US, a community-designated answering point which answers emergency 911/E911 calls and takes mandated steps to have the necessary emergency response team dispatched.
Service Activation Date	Service Activation Date is the date the Service Component or Feature is made available for use by Customer.
SNMP	Simple Network Management Protocol is an Internet protocol for managing devices on IP networks. Devices that typically support SNMP include routers, switches, servers, workstations, printers and modem racks.
SIP 2.0	Session Initiated Protocol 2.0 is a signaling communications protocol used for controlling multimedia communications session such as voice and video over Internet Protocol (IP) networks.
Supervisor	A supervisor is a feature within an ACD that enables management of an ACD. This feature is typically used by a team lead or manager of the Call Center to control agents and inbound calls.
Test and Turn Up	The day upon which HVS is tested by AT&T and is activated for Customer use at a Site.
Teleworker	Teleworker is an employee that does not commute to a central place of work. An example of a teleworker is a person that works from home.
Template	A predefined telephone device type used to streamline implementation and to provide consistency in the deployment of device configurations across an organization

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Term/Abbreviation	Definition
Unified Messaging	Unified Messaging provides voice message access via both the standard voice-based telephone user interface and as a voice message attached and delivered in the User's Email inbox. The Unified Messaging option is included with the HVS Premium Seat.
Voice over Internet Protocol (or VoIP)	Technology that allows telephone calls to be made over computer networks like the Internet. VoIP converts analog voice signals into digital data packets and supports real-time, two-way transmission of conversations using <u>Internet protocol (IP)</u> . The Internet Protocol (IP) is the principal <u>communications protocol</u> used for relaying <u>datagrams</u> (packets) across an <u>inter-network</u> using the <u>Internet Protocol Suite</u> . Responsible for routing packets across network boundaries, it is the primary protocol that establishes the <u>Internet</u> .

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AT&T HVS FEATURES MATRIX APPENDIX

HVS Basic Feature Package Table*		
HVS Basic Feature Package		
Authentication	Communication Barring User-Control	Lawful Intercept
Blind Call Transfer	Connected Line ID Presentation	LDAP Integration
Call Capacity Management	Connected Line ID Restriction	Loudspeaker Paging
Call Forwarding Busy	Configurable Calling Line ID	Malicious Call Trace
Call Forwarding No Answer	Configurable Extension Dialing	Multipath Forwarding
Call Intercept Group	Configurable Feature Codes	Outgoing Call Plan
Call Intercept User	Consultation Hold	Personalized Name and Greeting Recording
Call Return	Customer Ringback – Audio	Physical Location
Call Trace	Department Admin Layer	Printable Group Directory
Call Transfer	Direct Inward/Outward Dialing	Series Completion
Call Transfer with 3 rd Party Consultation	Emergency Zones	Service Packs
Call Transfer with 3-Way Consultation	Enhanced Equal Access Provisioning	Service Scripts – Group
Call Waiting	Enterprise Voice Portal	Service Scripts – User
Call Line ID Blocking	Extension Dialing	SIP TCP
Call Line ID Blocking per Call	Flash Call Hold	Third-Party Voicemail MWI
Calling Line ID Delivery	Forwarded Calling Plan	Third Party Voicemail Support
Calling Number Delivery	Group Resource Inventory Report	Three Way Calling
Cancel Call Waiting	Home Zones	Transferred Calling Plan
Charge Number	Hunt Groups	Video Call Intercept
Classmark	Hunt Group Enhancement	Voice Portal
Client Call Control	Incoming Calling Plan	Web Portal Call Logs
CommPilot Group Web Portal	Last Number Redial	

HVS Premium Feature Package		
Account Codes	CommPilot Call Manager – Send to Voicemail	Outlook Integration
Alternate numbers	CommPilot Call Manager – Three-Way Calling	Parking Stations
Anonymous Call Rejection	CommPilot Call Manager – Transfer with Consultation	Pre-alerting Announcement
Authorization Codes	CommPilot Express	Priority Alert/Ringing
Auto Attendant	CommPilot Personal Web Portal	Push To Talk
Auto Callback	Directed Call Pickup	Remote Office
Automatic Hold/Retrieve	Directed Call Pickup with Barge-In	Selective Call Acceptance
Barge-In Exempt	Directory Number Hunting	Selective Call Rejection
HVS Anywhere	Distinctive Alert/Ringing	Sequential Ringing
HVS Assistant – Enterprise	Diversion Inhibitor	Shared Call Appearance
Busy Lamp Field	Do Not Disturb (Ring Splash option)	Shared Call Appearance - Enhanced
Call Notify	Enhanced Outgoing Calling Plan	Simultaneous Ring
Call Park	Enhanced Privacy On Hold	Soft Client Support
Call Pickup	IP Phone Support	Speed Dial 100
Call Screening by Digit Patterns	Legacy Automatic Callback	Speed Dial 8

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HVS Premium Feature Package		
Calling Line ID Blocking Override	Location-based Call Restrictions	Two-Stage Dialing
CommPilot Call Manager – Blind Call Transfer	Multiple Call Arrangement	User-Managed Privacy
CommPilot Call Manager – Call Hold	Music On Hold	Video Add-On
CommPilot Call Manager – Call Transfer	MWI Delivery to Mobile Endpoint	Video Auto Attendant
CommPilot Call Manager – Calling Line ID Delivery	Network Wide Messaging	Video Music On Hold
CommPilot Call Manager – Dial and Last Number Redial	N-Way Calling	Voice Portal Calling
CommPilot Call Manager – Phone Lists (Group, Personal, Call Log)		Wireless Dialing

HVS Trunk Package		
Advice of Charge	Charge Number	Malicious Call Trace
Authentication	Client Call Control	Phone Status Monitoring
Basic Call Logs	Calling Name Retrieval	Physical Location
Call Waiting	Connected Line Identification Presentation	Preferred Carrier User Privacy
Calling Lid ID Delivery Blocking	Connected Line Identification Restriction	Service Scripts User
Calling Name Delivery	Customer Originated Trace	SMDI Message Desk
Calling Name Retrieval	External Calling Line ID Delivery	Third-Party MWI Control
Calling Number Delivery	Intercept User	Third-Party Voice Mail Support
Calling Party Category	Internal Calling Line ID Delivery	Zone Calling Restrictions
Call Forwarding (Always, Busy, No Answer, Not Reachable, Selective)	Anonymous Call Rejection	Diversion Inhibitor
Call Transfer	Simultaneous Ring Personal	Selective Call Appearance
Sequential Ring	Selective Call Rejection	

HVS Voice Mail Only Package		
Greetings	Email and Any phone retrieval	Skip forward or backwards in message
Record Audio greetings	Compose, Reply, Forward	Pause
	Broadcast and Call back	Play envelope
Record personalized name		
Email notifications	Purge messages	Purge messages
Number of rings	Message review	Jump to previous or next message
Escape number	Urgent/confidential messages	
	Distribution lists	

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PHONE SET AND EQUIPMENT APPENDIX

HVS supports the following Equipment.

HVS Certified Edge Devices & Gateways

- AudioCodes MediaPack 1xx Series Analog Gateways
- AudioCodes Mediant 1000 Modular Gateways
- AudioCodes Mediant 2000 Digital Gateways
- EdgeMarc 4508 Series Appliances
- EdgeMarc 5300 Series Appliances

Acme Packet Session Border Controller ("SBCs")

- Virtual Machine Edition
- Server Edition 25-250
- 3820
- 4500

HVS Certified Terminals

- All Aastra SIP Terminals
- Polycom model numbers 321, 331, 450, 560, 550, 650
- Conference phones include the Polycom 6000 and 7000 series devices



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AT&T Hosted Voice Services**

EXHIBIT 2: INSTALLATION OF PURCHASED EQUIPMENT

1. Introduction

This Statement of Work ("SOW") is attached to the Addendum and made a part thereof upon execution. The Parties to this Statement of Work ("SOW") are **AT&T Corp.** ("AT&T") and **City of Bentonville** ("Customer"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW. Change Control will be processed by the Parties pursuant to Change Control Process described in this SOW. Vendor(s) shall not commence, nor shall AT&T be obligated to pay for, any work outside the work specified in this Statement of Work unless such work has been approved by an authorized AT&T representative in advance, as evidenced by a written Job Change Order (JCO) signed by both parties.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW, if this SOW is not signed by Customer and AT&T by **10/01/2014**.

Scope of Services

AT&T will deploy the equipment listed in Attachment B to sites also listed in Attachment B, located in the United States of America ("Sites").

All pricing is based on Normal Business Hours ("NBH"). NBH refers to Services quoted 8am to 5pm Monday through Friday local time, excluding AT&T Designated Holidays.

* AT&T reserves the right to utilize subcontractors as necessary.

• **911 Emergency Service Acknowledgment**

Please read this notice concerning compatibility of IP Phone Sets with 911 services.

Two general areas of concern exist regarding the implementation and operation of 911 Emergency Service in an IP Telephony environment. The first is powering of the phone set and supporting systems; the second is routing and information exchange for processing a 911 call with accuracy.

Many digital, ISDN and IP phone sets, including Cisco Systems IP Phone sets, are inoperable during a commercial power outage if not supported by an Uninterrupted Power Supply (UPS) connected to either each local transformer/power block or to each LAN switch supplying "inline power" over LAN wiring. The HVS system and set up should be reviewed. **THE FAILURE TO USE UPS PROTECTION MAY AFFECT USERS' ABILITY TO REACH 911.**

The Customer must have in place and maintain IP telephone gateways, a well-designed dialing plan, and backup Call Server support for accurate Emergency 911 call processing. Where only basic 911 service is available (enhanced 911 (E-911)) service is not available in all areas in the United States.), the Customer may be required to have a local IP telephone gateway at each site as well as a dialing plan that uses the local gateway for 911 calls. **OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR THE CALL MAY BE ROUTED TO AN INCORRECT 911 OPERATOR.**

If E-911 service is available in the Customer's area, it offers the capability to provide to the 911 Operator the geographic location of the remote user. The Customer must equip the IP Telephony gateway with an ISDN Primary Rate Interface (PRI) voice port, or a Foreign Exchange Office (FXO) port with an external Centralized Automatic Message Accounting (CAMA) translator box (or equivalent) to utilize the E-911 functionality. The Customer also must maintain a location database that maps the calling party telephone number to the physical location of the calling party (i.e. building/floor/room). The E-911 system will use this database to direct emergency services to the appropriate location. The use of Aastra HVS Systems IP Telephony applications may require additional configurations to correctly implement E-911. **OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR INCORRECT LOCATION INFORMATION MAY BE PROVIDED TO THE 911 OPERATOR.**



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PS/ALI. AT&T VoIP Service can only support the delivery of the caller's station level phone number to a PSAP. If Customer requires delivery of location-specific ALI (such as floor and room number within a building) to the PSAP, or otherwise desires E-911 to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Location Identification (PS/ALI). Customer may obtain the software and support that enable PS/ALI from a third-party provider pursuant to a separate contract. Once PS/ALI is implemented, AT&T will continue to send 911 calls to the PSAP; however, Customer, not AT&T, will be solely responsible for the content of the information delivered in ALI to the PSAP and for any liability arising from the provision of, or the failure to provide, accurate and up-to-date registered location and any other information.

State or local laws may require Customer to implement PS/ALI to ensure required E-911 support for multiple user configurations to enable station-specific 911 ANI and ALI display.

The Customer is solely responsible for determining whether to equip their IP Telephony system with the foregoing functionality. If the Customer desires to purchase this functionality from AT&T, the network and database services required to provide this capability will be provided at an additional charge. The Customer is solely responsible for maintaining the location database and potentially other configuration parameters, which must be updated every time the physical location of an IP phone changes. The Customer may be required by state law (for instance, in Illinois and Texas) to purchase equipment or maintain databases to provide user-specific location information. Neither AT&T nor Aastra can advise the Customer as to what the legal obligations are in this respect. The Customer should consult their attorney.

Project Overview

AT&T will install a Hosted Voice Solution (HVS) ("Equipment") Deployment Services:

- a) Implementation Coordinator.
- b) IP Station Reviews/Dial plan of Aastra phones.
- c) On-site Equipment Installation, Test and Turn-up.

Equipment Installation, Test and Turn-up:

* Provision of an on-site technician to unpack and install the Equipment at the Customer location including unboxing, set up and testing of the Aastra phone-sets.

Customer will install and test all phones.

Project Time Frame

Start Date: [mm/dd/yy] TBD

End Date: [mm/dd/yy] TBD

The Services provided in this SOW ("Project") must commence within thirty (30) calendar days of the latter of the dates when signed by both the Customer and AT&T, or AT&T reserves the right to modify the pricing, terms and/or conditions herein.

Start and End dates may vary without any responsibility of AT&T caused by certain circumstances which may include, but are not limited to the following:

- Customer has circuits that must be installed prior to or in conjunction with Equipment.
- Delays caused by AT&T's suppliers and/or subcontractors or Customer suppliers and/or subcontractors.



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- Customer not fulfilling their obligations as outlined in the Customer Responsibilities section of this SOW.

Final confirmation of the Project schedule will occur once all lead times for Equipment and resources are secured. Customer-requested expedited scheduling for the Project may incur additional fees and charges.

AT&T Responsibilities

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope of this SOW.

Network Design

A Pre-planning Session will be convened with the Customer to discover and share relative information concerning the Project before the work is started. Information discovered during this session will be used during the configuration and testing portions of the Project.

During the Pre-planning Session, AT&T and the Customer's IT staff will review the following items in preparation for the Project:

- Site Review - The Customer Sites will be reviewed, emphasizing equipment location and power requirements, potential data backup facilities, and cut-over requirements set forth by the Customer.
- Current Network Design - The current network infrastructure and IP addressing scheme will be reviewed for compatibility with the planned network implementation and adjusted or changed if deemed necessary.

Equipment Procurement

The Customer will procure the Equipment to be used for the Project from AT&T. The Equipment Order can be found in Attachment B. This Equipment is subject to change based on the final Customer-provided installation Site list and final engineering confirmation. In the event of changes, Customer will inform AT&T in writing of the requested change per the Change Control Process outlined in this SOW. AT&T will process the Equipment orders from the Customer based on the new configuration, and shall invoice Customer for the actual Equipment purchased.

Equipment will be shipped to an AT&T staging facility or Customer site at AT&T's discretion. If applicable, shipping costs from the AT&T staging facility to the Customer Sites are a Customer responsibility. Equipment will be sold to Customer at the prices noted in the attached Schedule 1, Schedule of Charges, based on the list prices in effect on the date that the order is received by AT&T. All Equipment is for use by Customer.

Staging

AT&T will stage all Equipment included in Attachment B for the Services provided in this SOW at either an AT&T staging location or Customer Site(s) as follows:

- (a) Unpack Equipment.
- (b) Verify order against EOL.
- (c) Verify configurations per Customer requirements.
- (d) Power on self-test and best practice hardware test.
- (e) Assembly and burn-in of Equipment components.



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- (f) Software installation of Equipment operating system.
- (g) Equipment configuration. (If the Customer chooses to provide any Equipment configuration, AT&T must receive it at least ten (10) business days prior to agreed-upon Equipment installation date at the Customer Site).
- (h) Re-package Equipment and ship it to the Customer's Site if applicable
- (i) Ground shipping of the integrated Equipment to the installation Site if applicable. Shipping costs are a Customer responsibility.

Installation

Customer will place and test all phones

AT&T will manage the following installation activities:

- (a) Provide Customer all power and environmental requirements for all Equipment in advance of installation.
- (b) Confirm with Customer that any site readiness tasks have been completed and the required circuits are provisioned and operational.
- (c) Verify network configuration with Customer single point of contact prior to on-site installation.
- (d) Unpack, inventory and inspect AT&T provided Equipment at the Customer installation Site.
- (e) Install/rack mount and connect the Equipment into the Customer's existing racks and/or wallboards. Customer must ensure appropriate Equipment racks are located at the agreed upon demarcation points.
- (f) Provide remote technical support for the AT&T on-site engineer during the installation, migration, cutover and implementation testing.
- (g) Configure and install all Equipment listed in Attachment B at Customer Site(s) as described in the Project Overview section of this SOW.
- (h) Troubleshoot and replace hardware failures of new Equipment relating to the installation / upgrade of the AT&T provided product.

Test and Turn-up

AT&T will manage the following Test and Turn-Up functions applicable to each Site after the Equipment installation.

- a) Test one (1) IP phone per defined User Group.
- b) Test Inbound/Outbound Dialing on DID's/ Trunk Ports.
- c) Test Dial Plan.
- d) Test Caller ID.
- e) Test Long Distance access.
- f) Test Call Parking features.
- g) Test Call Transfer features.
- h) Test 911/9911 on up to three (3) phones.
- i) Test Automated Attendant functionality and prompts.
- j) Test voice mail access and retrieval.
- k) Test Music on Hold functionality.
- l) Verify at least one (1) phone can forward a call and initiate a 3-way conference in mid-call.

Customer Responsibilities

NOTE – the items below apply, but the Project Manager referenced is not a part of this quote, but a part of the seat cost.



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For AT&T to successfully implement the activities outlined within this SOW, Customer is responsible for providing the following to ensure the Project is completed on time and within financial limitations:

- (a) Provide Customer Project Manager Identity and contact information. This is the Single Point of Contact ("SPOC") and shall act as the primary interface for the AT&T/Aastra assigned Project Manager. This individual shall have decision-making authority regarding day-to-day management of the project. This individual shall also be responsible for defining any additional Customer requirements, ensuring Site readiness and implementing any adds, changes or deletions in Equipment and/or facilities for each Site prior to installation of the IP Telephony solution. Customer will promptly notify AT&T if it changes the designated Customer Project Manager.
- (b) Designate a technical point-of-contact that has detailed knowledge of the Customer's network as well as policies utilized.
- (c) Provide authorized personnel on-site during Equipment installation, Test and Turn-up.
- (d) Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.
- (e) Provide AT&T with reasonable access to Customer premises (including wiring closets) during Normal Business Hours as needed and shall provide office space to include desks, chairs, as well as access to printers, copiers and phone lines while on-site at no charge. In addition, AT&T may conduct the research and other work from a remote location.
- (f) For each Site to be deployed, provide local site contact name, telephone number, address, and email for both a primary and backup local site contact. This is to facilitate local scheduling issues, Equipment delivery confirmation, and other Site-specific details. These individuals are accountable to provide any special Site access clearance, escort, safety training or information required. The local site contact shall interface with other organizations as required. This information is to be provided to the AT&T Project Manager.
- (g) Provide AT&T a minimum of ten (10) business days notice for scheduling Equipment Installations. Cancellation or rescheduling with less than five (5) business days notice may be subject to AT&T's Reschedule/Cancellation Charge set forth in Schedule 1, Schedule of Charges.
- (h) Provide adequate secured storage area on Customer Site for Equipment for the duration of the Project.
- (i) Once the final dial plan design is delivered and agreed upon, Customer will freeze any changes to user information a minimum five (5) days prior to a HVS configuration. All changes made to the dial plan after HVS configuration shall be defined as MAC (Move, Add or Change) and additional charges may apply.
- (j) Assume all responsibility for ensuring adequate mechanisms are deployed that conform to all local laws, regulation and code regarding the availability of 911 emergency services from telephone handsets. This obligation may include ensuring system availability, appropriate backup carrier connectivity and implementation of automatic location tracking and reporting, such as those offered by E911. AT&T assumes no responsibility for fulfilling a Customer's legal responsibilities in this area.
- (k) Provide information relative to the legacy phone system, circuits and data equipment including network diagrams listing existing size, capacity, utilization, busy hour voice and data traffic requirements for all current network facilities to be utilized in the IP Telephony solution.
- (l) Identify desired product and station Equipment placement; any rack or cabinet layouts; circuit demarcation locations and specifications; legacy PBX/telephony interface requirements and specifications; and, station features.
- (m) Provide a list of users, security levels and access privileges. Define the HVS system administration, security policies and any other special requirements to be implemented in the Equipment.
- (n) Identify firewalls expected to pass IP telephony traffic and to identify class of services, toll, station and phone restrictions and requirements for all users.
- (o) Provide information to AT&T necessary for QoS configurations for review. If Customer declines a Network Assessment, AT&T will rely entirely on the Customer to provide information such as codec selection, number of simultaneous calls and bandwidth required to support other enterprise applications. No LAN work is included in this quote.
- (p) As specified for each Site, ensure that proper environmental conditions specified by product manufacturer are in place. This includes but is not limited to adequate power and grounding. AT&T shall not proceed with the Equipment installation until Customer has made such modifications and changes as required.
- (q) Assume sole responsibility to make sure that the LAN and possibly the WAN infrastructure will meet and support IP Telephony specifications that provide acceptable IP Telephony quality. Network reconfiguration and/or upgrades of the data network (including LAN/WAN hardware/software) are the responsibility of the Customer. Customers who purchase IP Telephony and/or IP Telephony products need to ensure that their LAN and WAN configurations are adequate to support acceptable IP Telephony communications throughout the network infrastructure.



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- (r) Complete all requirements following recommended industry standards for proposed system connectivity to prior to the first installation date:
- Raceways, boring and cutting, trenching, conduits, variances and rights of way required for installation.
 - Network service (LEC and IXC).
 - Network demarcation.
 - MDF demarcation (includes documentation).
 - Customer private network (e.g. LAN/WAN or privately provided facilities in a campus environment).
 - Provide/implement/deploy/test all structured cabling (Category-5, fiber, etc) and components including but not limited to cabling patch panels and patch cords, power, UPS (optional).
 - Provide hard-wired receptacles for each of the components, power strips and/or uninterruptible power supplies at each Site.
 - Extend demarcation point(s) to the Equipment installation location(s).
- (s) Assume sole responsibility for the condition and/or readiness of Cable Plant or its ability to transport or sustain proper electrical and optical data signals as required by the operational specification requirements for the Equipment. Verify all distance and interference limitations of interface cables to be used and that all necessary cabling, power and grounding is delivered and installed prior to the installation date.
- (t) Update the configurations of those devices and sites that are not identified in this SOW that must communicate to the Equipment deployed as part of the Services provided in this SOW to ensure proper connectivity in addition to installing and verifying the operation of all equipment not provided by AT&T.
- (u) Interface with Customer's network vendors during the installation and testing to make network changes required to make the data/voice network operational. For example: order, install and test all non AT&T data and voice circuits prior to the installation date.
- (v) Assume sole responsibility, unless otherwise stated, for any reprogramming, licensing or configuration necessary to existing legacy telephony systems as necessary to implement this Project.
- (w) Provide remote dial up access or VPN access to the Customer network.
- (x) Removal of Equipment packaging materials/trash.

Project Governance

Change Control Process

- AT&T and Customer will manage all changes to this SOW through a written change request process ("Change Control Process"). Either Party must submit change requests to the SOW document in writing via form at Appendix A.
- The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions, pricing, performance schedule, or all. Once agreed, both parties must execute the document.

Project Contacts

Customer:

- [Name]
- [Title]
- [Address]



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- [Contact Information (phone, email, etc.)]

AT&T:

- [Name]
- [Title]
- [Address]
- [Contact Information (phone, email, etc.)]

Deliverables

AT&T will provide the following deliverables, as further described herein:

Event	Deliverables
Project Kickoff Meeting	• Project Plan Review. • Communications Plan. • Review Project Timelines and Schedule.
Project Status reporting	Status reports and meetings will be held on a regular basis mutually agreed upon by Customer and AT&T.
Documentation	Appropriate hand-off
Final Project Review and Closeout	AT&T will provide a final Project status to the Customer Project Manager at the completion of the Project.

Assumptions

This SOW, including but not limited to the rates and charges, is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.

- (a) Customer will assume responsibility for management and maintenance of the Equipment upon completion of the Services provided in this SOW.
- (b) Customer will comply with all responsibilities identified in the Customer Responsibilities section herein. In addition, Customer takes full responsibility and liability for the accuracy of all information supplied to AT&T by Customer and/or its representatives upon which AT&T relies on in the performance of this Agreement.
- (c) All changes or amendments to this SOW will be mutually agreed to in writing per the Change Control Process and signed by the authorized representatives of both parties upon final presentation. AT&T will not perform any out of scope changes without prior written authorization and approval from the Customer's authorized contact.
- (d) If applicable, AT&T will demonstrate the installation and operation of client software (for end-user computer) included in Schedule 1: Schedule of Charges of this SOW for Customer personnel on one (1) computer. The Customer is responsible for installing client software on all remaining Customer-owned computers requiring the application.
- (e) IP Telephony networks are not ideally suited for transport of the modulated data signals typical of computer modem and fax machine use. Based on device types and network topology, AT&T cannot guarantee reliable transmission rates in excess of 14.4 Kbps for fax and modem services.
- (f) Unless otherwise described within this SOW, no assumptions are made regarding existing power backup systems. Customer should evaluate the impact a power failure may have on end-user abilities to place and receive phone calls, including access to emergency services.
- (g) The correct amount of bandwidth between each server must be provisioned for the expected call volume, type of devices, and number of devices. This bandwidth is in addition to any other bandwidth for other applications sharing the network, including voice and video traffic between the Sites. The bandwidth provisioned must have QoS enabled to provide the prioritization and scheduling for the different classes of traffic. The general rule of thumb for bandwidth is to over-provision and under-subscribe.



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- (h) AT&T will not move or un-rack any existing equipment for this Project.
- (i) Quality of Service (QoS) throughout the IP Telephony path by placing only voice in the highest priority queue to ensure voice traffic gets the bandwidth and latency required for effective voice communications is strongly recommended.
- (j) To successfully implement IP Telephony, Customer's data network must be able to support the demands of voice traffic concurrent with the data demands. The Customer's legacy network must meet the following performance standards for IP Telephony:
 - Sufficient bandwidth must exist to support both voice and data traffic.
 - Packet loss should not exceed 1%.
 - WAN links not to exceed 70% utilization during any period.
 - 0 CIR Frame Relay links are not supported.
 - Use of Internet to transport voice is not recommended.
 - Serialization delay for each router interface should be less than 10ms.
 - Bursting above CIR on Frame Relay links is not supported.
 - Switched media (no hubs).
 - Ethernet network 10MB minimum, 100MBs recommended, (no Token Ring).
 - Category-5 cabling minimum (no Category-3 or Coaxial cabling).
 - Adequate bandwidth to support Customer voice, video and data traffic volume demands over the network. Each IP Telephony call can consume up to approximately 80 Kbps of bandwidth.
 - Low end-to-end delay (latency) to ensure a good quality voice conversation (≤ 125 milliseconds recommended).
 - Minimal packet loss to ensure parts of a conversation are not distorted or lost especially during bursty data traffic flows.
 - Low jitter to ensure that the next IP packet can be played at the destination CODEC without requiring large jitter buffers.
 - Separate VLAN's for voice traffic is strongly recommended.

- **Termination**

In the event Customer terminates this SOW for any reason other than for cause, Customer must provide AT&T thirty (30) days prior written notice and is responsible for all Service fees, charges and expenses incurred up until the date of termination.

If Customer terminates for its convenience, Customer shall indemnify AT&T for any termination charges incurred by AT&T due to the early termination of any of its supplier agreements that were made by AT&T solely in connection herewith.

If Customer terminates this SOW for any reason other than breach by AT&T or delays the execution of the Project, the Customer shall indemnify AT&T for any charges from our Suppliers or 3rd Party sub-contractors.



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Attachment A: Advanced E911 Option

Advanced E911 Service Overview

Advanced E911 service is available as an optional feature for AT&T HVS subscribers, subject to the terms and conditions set forth herein. The Advanced E911 service routes HVS 911 calls, including precise physical location information for the HVS Customer or User, to the appropriate Public Safety Answering Points ("PSAP") in those areas where the Advanced E911 Service is supported by a PSAP. The Advanced E911 Service has two 911 routing scenarios. The primary routing scenario uses a managed Emergency Routing Service (ERS) that enables a HVS Customer to access an Enhanced 911 ("E911") database to load, change, or update physical location information ("Endpoint Data") for AT&T HVS Endpoints. Using the Customer-provided Endpoint Data, the ERS routes 911 calls, with the physical location information to the appropriate Public Safety Answering Points ("PSAP"). The second routing scenario is used if the HVS Customer or User does not submit Endpoint Data in the E911 database. In such instances, the HVS Customer or User must provide its physical location to an Emergency Call Response Center at the time of the 911 call, and the center routes the call to the appropriate PSAP.

1. TERM AND EFFECTIVE DATES

Term	5years
Term Effective Date	The date the last party signs the Addendum.

2. GENERAL TERMS AND CONDITIONS

- Customer understands and agrees that the Advanced E-911 Service is provided at the request of and pursuant to the direction of Customer.
- CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT IS SOLELY CUSTOMER'S OBLIGATION AND RESPONSIBILITY TO ENSURE THAT CORRECT, ACCURATE AND CURRENT ENDPOINT DATA IS ENTERED INTO THE INTERFACE FOR EACH ENDPOINT OR THAT ENDPOINT DATA IS PROVIDED AT THE TIME OF THE CALL.
- Customer represents and warrants to AT&T that it, and/or Users, have all necessary rights, licenses, permissions and/or consents to upload, copy, store, display, publish or otherwise use Endpoint Data on computers operated by or on behalf of AT&T or its suppliers and will comply with all applicable laws in its uploading, copying, storage, displaying, publishing and use of Endpoint Data on computers operated by, or on behalf of AT&T or its Suppliers.
- Customer shall comply with all applicable laws in relation to its use of the Advanced E-911 Service to provide emergency dialing services to Users.



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3. SERVICE DESCRIPTION

3.1 Definitions:

Emergency Call Response Center (ECRC) - means the center that handles 911 calls from HVS Customers or Users that have not provided Endpoint Data in the ERSDB. The ECRC is operated 24/7/365 by Association of Public-Safety Communications Officials (APCO) trained and certified staff who obtain the caller's location information and route the 911 call and location information to the appropriate PSAP..

Emergency Routing Service (ERS) - means AT&T provided Emergency Routing Service which enables the routing of HVS 9-1-1 calls on supported Endpoints originating in the United States and its territories, to the appropriate PSAP.

- **Emergency Routing Service Database** – means the database that maintains Emergency Services Number (ESN) polygon boundaries for VoIP; Geo-codes addresses based on street-level look-up of submitted address; determines the physical PSAP for call routing based on caller's coordinates; includes street-level GIS data and information provided by the 911 authority; two commercial, industry-recognized datasets are used to geo-code street-level information.
- **Endpoint** means a hardware device or software instance that can make and receive voice calls.
- **Endpoint Data** means information on the specific location of an Endpoint, including GPS coordinates, municipal address, building name, floor number and/or suite number.
- **National ALI Database (nALI)** – means the database that contains emergency location information pertaining to an endpoint, and User records; accepts records from all 50 states; provides Real-time Master Street Address Guide (MSAG) validation; and provides instantaneous corrections and alternatives.
- **Public Safety Answering Point (PSAP)** means a public safety answering point that has been designated to receive 911 calls and route them to emergency service personnel.

3.2 Address Validation and Endpoint Data Registered Location updates

3.2.1. ERS - Customer subscribers will submit Endpoint Data updates to the ERS data base by using the Interface provided with ERS. With each address submitted, the ERS will process a master street address guide ("MSAG") validation to ensure that a HVS 911 call from the Customer's location can be delivered to the geographically appropriate PSAP. The ERS will geocode a valid address. If the address does not pass ERS validation, an address validation error code will be returned to the Subscriber Administrator.

3.2.2 ERS with Emergency Gateway (EGW): Customer has the option of using an Emergency Gateway (EGW) server with ERS. EGW is an appliance-based solution that, when used with ERS, can also provide Endpoint Data to ERS. EGW provides tracking capabilities which assigns endpoints to Master Street Address Guide (MSAG) validated locations. Where EGW is used with ERS, Customer will submit Endpoint Data and updates thereto using the interface provided with the EGW. Additionally, Customer location updates may be provided to EGW from network elements, AT&T Supplier API, or RLM protocols. The EGW in turn will provide this information to the ERS.

The provisioning of Endpoint Data as described herein does not require the disclosure of personal information to AT&T or its suppliers. However, if Customer discloses personal information of its Users or any other individuals to AT&T, Customer hereby authorizes AT&T and its suppliers to have access to and to make use of such information while providing the Advanced E911 service as is appropriate for the performance by AT&T or its suppliers of their obligations hereunder. Notwithstanding the foregoing, Customer will at all times be considered the controller of such personal information for the purposes of all applicable laws relating to data privacy, transborder data flow and data protection ("Privacy Laws"), and nothing in this Agreement will restrict or limit in any way Customer's rights or obligations as controller of personal information for such purposes. Without limiting the foregoing, Customer represents and warrants to AT&T that it has, or will have prior to any disclosure of personal information to Supplier,



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all necessary authorizations and consents required under Privacy Laws to permit Supplier to use personal information disclosed to it by Customer for the purpose of providing the ERS

3.3. Calling Routing Scenarios

3.3.1. Primary

3.3.1.1 ERS Only: When an HVS Customer dials 911, the call is automatically routed to the ERS via an HVS SIP trunk, which will retrieve the Customer's pre-provisioned physical location information from the ERS database. Using that Endpoint Data, the ERS will route the call to the geographically appropriate PSAP.

3.3.1.2. ERS with EGW: When a Customer dials 911, the EGW will receive the call, map the unique Endpoint ID to the physical location, and then route the call with the Customer's location information to the ERS via HVS SIP Trunk. The ERS will then route the call via to the geographically appropriate PSAP based on the Customer's Endpoint Data.

3.3.2 Secondary

3.3.2.1. ECRC Call: Where the ERS is not supported or available, AT&T Advanced E911 will route emergency calls to the ECRC where APCO-trained employees are available to answer the call, collect the address information, and warm transfer the call to the geographically appropriate PSAP. The ECRC will receive calls in the following circumstances:

- Failover calls.
- Call with location, no location, or wrong location at ECRC. ECRC call taker confirms location, makes any necessary corrections, and routes call to PSAP, based on actual location of the caller.
- Dropped call with location. Call taker informs appropriate PSAP, and PSAP follows internal standard operating procedures to callback the caller and dispatch emergency responders.
- Dropped call with no location. Call taker attempts to call-back the caller. If the caller does not answer, the call taker will attempt to contact the AT&T Customer Technical Support (ACTS). ACTS is the single point of contact for problem notification with respect to HVS. If the ACTS cannot provide location information, the call taker will contact the 911 Enable NOC to collect any location information that may be available. Call taker uses location to route call to appropriate PSAP.
- Network Connectivity failure between Customer and ERS or between the ERS and ESGW.
- No User record in National ALI. If the User record does not exist at the ERS National ALI, the call is routed to the ECRC for manual verification.
- Call made from a non-validated address may be sent to the ECRC for validation and PSAP routing.

4. ADVANCED E911 CUSTOMER SUPPORT AND DOCUMENTATION

The Advanced E-911 Service includes:

- access to the Technical Support Center ("TSC") to provide Customer support and facilitate troubleshooting. The TSC provides an emergency support number available 24x7x365 as well as email and web support;
- 24x7x365 monitoring of the HVS Network Operating Center ("NOC");
- Access to an Administrative Dashboard used to administer Advanced E-911 services, and review available data, reports and call detail records (CDRs).
- Customer documentation consisting of ERS Standard Operating Procedures, ERS Support Policy, Dashboard Manual and ERS Network Interface Description;
- Support from geographically redundant U.S. based data centers;
- When EGW is deployed with the Advanced E911 capability Security Desk Routing and Alerting options, including direct call delivery to a designated security desk, three-way call monitoring; and email alerts to a designated distribution list are available



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5. CUSTOMER ADDITIONAL RESPONSIBILITIES

Customer shall be responsible for identifying Endpoint information as follows:

- In a format designated by AT&T, Customer will create their initial load file which will contain the specific telephone numbers and addresses for upload to the ERS or EGW. This file must contain address information for all telephone numbers that will be/can access the Advanced E911 Service from all HVS locations.
- If customer purchases an EGW server, customer is responsible for management and administration of the EGW server. AT&T does not administer or maintain the user location information contained in a EGW.
- Customer shall update the 9-1-1 database records as changes occur, including addressing changes or additions to the number of sites, telephone numbers, or any other parameters that will affect the Advanced E911 Services. .
[Customer shall ensure that an accurate telephone number and location record exists in the Advanced E911 database for each ANI provided to the Advanced E911 service in connection with all dialed 911 calls that originate from the Customer's HVS Endpoints and that such ANI is provided to the Advanced E 911 Service in connection with all dialed 9-1-1 calls which originate from Customer's HVS Endpoints.

Customer shall only use the ERS for the routing of 9-1-1 calls and for no other purpose and shall take all reasonable steps to ensure that the ERS is not used for any other purpose by its Users.

Customer shall be responsible for providing, at its cost, all facilities and networks required to operate with and interconnect to the ERS. Customer shall comply with hardware, software, and operating system requirements, including the appropriate Internet browser to access and maintain the Service.

Customer shall regularly configure, monitor and manage their network and equipment to ensure that there is no interruption in connectivity with the ERS.

In the event that either Customer or AT&T becomes aware of any security vulnerability that arises from the interconnection of the ERS with Customer's networks and equipment, the parties agree that they will provide all reasonable cooperation to promptly address such vulnerabilities.

Customer shall notify AT&T promptly of any circumstances of which Customer has knowledge relating to any unauthorized use of the Service by any person or entity. Customer shall take, at Customer's expense, any legal action necessary to prevent or stop the unauthorized access or use of the Service by any third party.

Customer will designate an authorized representative responsible for all communications between AT&T and Customer with regard to implementation of the Service ("Customer Project Manager"). Customer Project Manager shall manage and control installation of the Customer-provided hardware and software, the gathering and input of appropriate data, and coordination of all database upload and testing activities. Customer Project Manager shall have responsibility for the implementation tasks and schedule and shall have the authority to make decisions and commitments for the Customer. Customer Project Manager shall be responsible for timely transfer of information to and from AT&T, and shall ensure the accuracy and completeness of all data in the database. Customer shall mutually agree on an implementation Schedule with AT&T.

If required by applicable telecommunications carriers or applicable law, Customer shall provide AT&T with a letter of agency which authorizes AT&T, as a limited agent for Customer, to work with the telecommunications provider on Customer's behalf for the purpose of establishing interconnections between AT&T, Customer and/or the telecommunications carrier that are necessary to enable AT&T to provide the ERS.



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6. AT&T ADDITIONAL RESPONSIBILITIES

AT&T shall manage the ERS, to the agreed upon Customer specifications to support access to the Interface for the Advanced 911 Services.

AT&T shall test the Interface provided with the ERS or EGW to confirm it allows Customer to upload Endpoint Data. AT&T shall not use Customer Endpoint Data for any purpose other than as required under this Agreement for the purpose of providing the Advanced E911 Service or as otherwise authorized by the Customer or the applicable User or as permitted by under the AT&T Privacy Policy.

AT&T shall provide SIP trunk connectivity between the HVS platform and the ERS. If EGW is used with ERS, the customer will connect their EGW to the HVS using the existing connection used with HVS.

PRICING

		Price Per License	QTY	Monthly Extended Price
	Advanced E911	\$0.40	0	\$0.00



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

7. TERMINATION:

AT&T may immediately discontinue the Advanced E911 Service at any and all locations in response to a request from applicable regulatory or law enforcement authority or if AT&T reasonably believes such action is necessary due to applicable law or regulation. AT&T will make commercially reasonable efforts to provide Customer advanced notice of such Terminations.

8. ADVISORIES, LIMITATIONS AND DISCLAIMER OF WARRANTY

- In addition to any limitations or restrictions on the dialing of 911 set forth in the Pricing Schedule or Service Guide, the Advanced E-911 Service may not function correctly, or at all, in the following circumstances: if Customer's equipment or network fails, is not configured correctly or does not meet the system specifications for use with the ERS;
 - in the event of a network outage or extended power failure that it is outside the control of AT&T or its suppliers;
 - if Customer or a User fails to provide and maintain current and accurate Endpoint Data as required herein;
 - following the suspension or termination of the Advanced E-911 Service in accordance with the terms and conditions herein;
 - if there is network congestion that is outside the control of AT&T or its suppliers; or if the PSAP emergency dispatcher does not promptly or properly answer or route the call or if errors or omissions are made by the PSAP or the local exchange carrier servicing the PSAP. Emergency calls placed from Mobile Applications on CMRS enabled devices will generally be handled over the cellular network. When cellular coverage is not available, voice over Wi-Fi calling capability (including 911 calls) generally will not be available.
 - If used with a service other than AT&T HVS.
- Customer acknowledges and agrees that AT&T will not be liable for any Advanced E-911 Service outage, degradation or error, or any inability to, or delay in, accessing emergency service personnel due to any of the circumstances described above or otherwise caused by the general limitations of emergency dialing and which are outside the control of AT&T or its suppliers.
- AT&T DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE ADVANCED E-911 SERVICE OR THE SERVICES PROVIDED BY ITS THIRD PARTY EMERGENCY CALL RESPONSE CENTER AND DOWNSTREAM EMERGENCY RESPONSE AGENCIES (COLLECTIVELY "9-1-1 SERVICES"). AT&T OR ITS SUPPLIERS DOES NOT WARRANT THAT THE ADVANCED E-911 SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM. THE ADVANCED E-911 SERVICE IS PROVIDED BY AT&T OR ITS SUPPLIERS ON A COMMERCIALLY REASONABLE EFFORTS BASIS, EXCEPT AS EXPRESSLY SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AT&T OR ITS SUPPLIERS MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO THE ERS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A CAUSE OF DEALING OR USAGE OF TRADE.
- CUSTOMER ACKNOWLEDGES AND AGREES THAT AT&T OR ITS SUPPLIERS, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING IN ANY WAY TO THE PROVISION OF THE ADVANCED E-911 SERVICE, INCLUDING WITHOUT LIMITATION ANY INABILITY ON THE PART OF A USER TO ACCESS AT&T OR ITS SUPPLIERS'S EMERGENCY CALL RESPONSE CENTRE OR PSAP OR THE SERVICES OF THE APPROPRIATE EMERGENCY RESPONSE AGENCIES OR THE FAILURE OF EMERGENCY RESPONSE AGENCY TO RESPOND TO AN INCIDENT REPORTED TO IT BY AT&T OR ITS SUPPLIERS OR ITS EMERGENCY CALL RESPONSE CENTER.



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

Attachment B: PRICING

		Monthly Price per seat	QTY	Extended Monthly Price
Monthly Basic License Package	HVS service Basic features, unlimited local and domestic US long distance, defined as within the 48 contiguous states.	\$10.00	5	\$50.00
Monthly Premium License Package	The AT&T HVS Premium License Package includes the features included with AT&T HVS Basic License Package features. The AT&T HVS Premium License Package also includes voice mail as well as SIP trunking with unlimited local and domestic long distance. AT&T HVS per seat price DOES NOT include Fixed Mobile Convergence, Presence, or Contact Center. The features shown in the HVS Feature Matrix Table below that are listed under the Premium License Column are included in the Premium License	\$11.00	248	\$2,728.00
Monthly Unified Communications License Package	The AT&T Unified Communications License Package includes the features included with AT&T HVS Premium License Package features. The AT&T HVS Unified Communications License Package also includes two BroadTouch Business Communicator Client software licenses. One for the desktop and one for a Mobile device.	\$1.00	248	\$248.00
Monthly Call Center Supervisor – per supervisor (includes client)	The Call Center Supervisor package along is an optional chargeable feature that includes a web client that enables supervisors to monitor and manage their assigned agents and queue activity. This includes an embedded dashboard so that a supervisor can monitor agent work flows in real-time. Supervisors can also run default or customized reports on agent and queue performance, based on either real-time or in-depth historical data.	\$20.00	4	\$80.00
Monthly Premium call center – per agent (includes client)	A Premium call center is designed to provide an advanced set of routing and call management options to support a formal call center environment. It supports such capabilities as multiple dialed number identification service (DNIS) numbers being assigned to a single call center, additional unavailable codes for when agents are not able to take calls, and disposition codes to associate with ACD calls, outbound calling, and silent monitoring of agents. The Premium Call Center feature package also includes an Agent web client that allows agents to quickly identify and answer incoming calls, manage active calls, manage their personal availability and easily escalate calls to supervisors. The intuitive browser interface allows agents to resolve issues quickly.	\$15.00	15	\$225.00
TOTAL MRC				\$3,331.00



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

	PHONES	One-Time Price	QTY	One-Time Extended Price
80C00002AAA-A	6867i SIP Phone (W/O CHARGER)	\$69.00	248	\$17,112.00
88-00003AUS-A	Single cell RFP SL35 combined with one 612d DECT handset	\$352.94	2	\$705.88
80E00011AAA-A	612d DECT Handset*	\$169.40	3	\$508.20
900 0110 003	VoIP Gateway, including 8 FXS analog lines, 10/100 BaseT MP118 (APPLIANCE)	\$664.99	1	\$664.99
Support	MP118 (APPLIANCE) 5 yrs Extended Support	\$648.37	1	\$648.37
900 0110 010	VoIP Gateway, including 4 FXO analog lines, 10/100 BaseT MP114 (APPLIANCE)	\$410.15	4	\$1,640.60
Support	MP114 (APPLIANCE) 5 yrs Extended Support	\$399.89	4	\$1,599.56
87-00013AAA-A	AC Adapter North America	\$17.65	248	\$4,377.20
900 0112 202	Mediant 800 ESBC with survivability - with 25 SIP sessions/250 survivable	\$1,308.63	2	\$2,617.26
Support	Mediant 800 ESBC with survivability 5 yrs Extended Support	\$1,275.91	2	\$2,551.82
900 0112 131	Mediant 800 MSBR with 4 FXO Voice Interfaces, 2 PR GE (APPLIANCE)	\$1,252.52	2	\$2,505.04
Support	Mediant 800 MSBR with 4 FXO Voice Interfaces 5 yrs Extended Support	\$1,309.44	2	\$2,618.88
	Install HVS Components	\$8,000.00	1	\$8,000.00
	Day One On-Site Support	\$3,500.00	1	\$3,500.00
	Implement Auto Attendant Level	\$312.50	6	\$1,875.00
	Remote network design consulting (up to 40 Hrs)	\$5,900.00	1	\$5,900.00
	Instructor Led Remote Training	\$1,450.00	1	\$1,450.00
TOTAL ONE-TIME				\$58,274.80

Pricing does not include shipping or taxes



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

APPENDIX A SAMPLE CHANGE REQUEST FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change <i>Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).</i>

AGREED and ACCEPTED:

CUSTOMER:

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED and ACCEPTED:

AT&T

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)



Pricing Schedule
AT&T Network Integration Services and Equipment Resale
AT&T Hosted Voice Services

APPENDIX B SITE LIST

Area	Address	9 - line Phone	DECT	FXS
City Hall	117 W Central Ave	37		
Community Development	305 SW A St	26		
Airport	2500 SW Aviation St	2	1	
Compost	2000 NW A St	1		
District Court	2706 S Walton Blvd	9		
Electric	608 SE 3rd St	12		
Fire Station 1	800 SW A St	22		
Fire Station 2	1610 Moberly Ln	4		
Fire Station 3	907 NW 13th St	4		
Fire Station 4	900 McColloum Rd	4		
Fire Station 5	800 SW Elm Tree Rd	4		
Inventory	601 SE 4th St	5		
Library	405 S Main St	17	4	
Parks and Recreation (DAC)	215 SW A St	8		
Police	908 SE 14th St	48		5
Police - Special Services	801 SW A St	3		
Public Works / Parks Maintenance	401 NE Moberly Ln	5		
Street	501 SE 3rd St #A	8		
Traffic Management Center	401 SE D St	4		
Utility Billing - Meter Shop	501 SE 3rd St #B	2		
Wastewater	1901 NE A St	11		
Water	501 SE 3rd St #B	12		



AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule

AT&T MA Reference No. 201106140394UA

Customer City of Bentonville Street Address: 117 W Central Ave City: Bentonville State/Province: AR Zip Code: 72712 Country: USA	AT&T AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices) Name: Jonathan Rogers Title: CIO Street Address: 117 west central City: Bentonville State/Province: AR Zip Code: 72712 Country: USA Telephone: (479) 271-5911 Fax: Email: jrogers@bentonvillear.com Customer Account Number or Master Account Number: 479-271-3100-675	AT&T Contact (for Notices) Name: Kris Adams Street Address: 1111 W Capitol Ave RM 325 City: Little Rock State/Province: AR Zip Code: 72201 Country: USA Telephone: 5013397398 Fax: Email: ka2160@att.com Sales/Branch Manager: Stacy Curtright SCVP Name: Mark Palmer Sales Strata: GEM Sales Region: SW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed	Printed or Typed
Name:	Name:
Title:	Title:
Date:	Date:

AT&T And Customer Confidential Information



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule**

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

1.1 Service

Service	AT&T ILEC Plexar ® Service Custom Service SW-4325b
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1.2 Service Provider(s) and Service Publication

Service Provider (Select one.)	Service Publication (incorporated by reference)	Service Publication Location
☒ AT&T Arkansas	AT&T Service Publications, including AT&T Arkansas Guidebook, Part 5, Section 4	http://cpr.att.com/guidebook/ar/index.html
☐ AT&T Kansas	AT&T Service Publications, including AT&T Kansas Guidebook, Part 5, Section 4	http://cpr.att.com/guidebook/ks/index.html
☐ AT&T Missouri	AT&T Missouri Guidebook, including Section 4, Part 5	http://cpr.att.com/pdf/mo/mo.htm
☐ AT&T Oklahoma	AT&T Service Publications, including AT&T Oklahoma Guidebook, Part 5, Section 5	http://cpr.att.com/guidebook/ok/index.html
☐ AT&T Texas	AT&T Texas Tariffs, including General Exchange Tariff, Section 5	http://cpr.att.com/pdf/tx/tx.htm

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	12
Pricing Schedule Term Start Date	Effective Date of the Pricing Schedule or the date on which Service is available for Customer use, whichever is later.
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date
Rates following the end of Pricing Schedule Term	At the end of the Pricing Schedule Term, AT&T shall continue to provide the Services to Customer on a month-to-month basis and the rates set forth herein shall increase \$10.00 per station unless Customer negotiates a new Pricing Schedule Term.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period
All Service components	50%	Until the end of the Pricing Schedule Term

AT&T And Customer Confidential Information



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule**

4. SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All Services/Service Components available under this Pricing Schedule
The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Successor Services") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with a Successor Service, subject to the materially adverse change provision of the Master Agreement.	

5. ADDITIONAL TERMS AND CONDITIONS

5.1 This Pricing Schedule shall be subject to all applicable Federal, State, and Local laws, ordinances, and regulations. If Federal or State law prohibits Customer from executing any agreement that extends beyond Customer's fiscal year, then the term of the Pricing Schedule shall be deemed to be through Customer's fiscal year, and automatically renewable at the beginning of each fiscal year throughout the Term. If, after the first fiscal year of Service under this Pricing Schedule, funds are not appropriated to continue paying for a particular Service in a subsequent fiscal year, then Customer may terminate that particular Service effective the last day for which funds were duly appropriated ("Date of Termination"), without being subject to termination charges; provided, however, that (i) Customer shall be obligated to pay all charges incurred through the Date of Termination, plus any unpaid, non-recurring charges that may be owed AT&T on the Date of Termination; (ii) Customer shall use its best efforts to obtain funding for that particular Service; (iii) Customer agrees not to obtain substantially similar service and/or equipment to replace those provided under this Pricing Schedule for a period equal to the remainder of the Term as of the Date of Termination; and (iv) Customer may exercise such right to terminate upon delivery to AT&T of a 30-day written notice setting forth the reason for termination and, within 30 days following the delivery of such written notice, Customer shall provide AT&T a legal opinion of Customer's counsel certifying that no funds have been appropriated or otherwise made available for payments due under the Pricing Schedule and that funds have not been made available for the acquisition of substantially similar service and/or equipment to replace those provided under this Pricing Schedule. In Oklahoma, this Pricing Schedule is subject to the provisions of the Oklahoma Constitution pertaining to public indebtedness, and Title 15 O.S. §§213, 214, and 215; and, the rates and charges, terms, and conditions of this Pricing Schedule, including form SW-4325C, are subject to the review and/or approval by the regulatory authorities of the state of Oklahoma.

5.2 To the extent this Pricing Schedule relates to Services provided in Texas, Customer acknowledges the possibility of purchasing the Services provided hereunder from other providers.

5.3 The prices stated in this Pricing Schedule do not include other applicable charges or taxes, including, but not limited to, Exchange Access, End User Common Line, E-911, and Dual Party Relay services. The price for any Service Component or any AT&T service not identified in this Pricing Schedule shall be set out in the Applicable Service Publication.

AT&T And Customer Confidential Information



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b**

Pricing Schedule

5.4 Early Termination: If Customer migrates an AT&T ILEC Plexar® Custom Service SW-4325b or Service Component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Fee directly resulting from terminating the Terminated ILEC Service if:

- 5.4.1** the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- 5.4.2** the Pricing Schedule Term for the Replacement Service is equal to or greater than the Pricing Schedule Term for the Terminated ILEC Service;
- 5.4.3** the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
- 5.4.4** activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.



AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule

6 RATES, CHARGES AND QUANTITY

5.1 Rate Stabilization

Rate Stabilization:	The Monthly Recurring Rate and the Optional Feature/Optional Line Feature rates as shown may vary during the Pricing Schedule Term, but will not exceed applicable rates on the Effective Date.
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5.2 Feature Capability

ITEM	QUANTITY	MONTHLY RATE	NON-RECURRING CHARGE
Plexar Custom System Charge	n/a		
Plexar Custom Feature Capability Charge, Per Line (Contract Term without Optional Features)			not applicable
Plexar Custom Feature Capability Charge, Per Line (Contract Term with Optional Features – Requires at least one optional feature excluding Call Trace and Customer Alerting Enablement)			not applicable

5.3 Optional Features

OPTIONAL FEATURES	QUANTITY	MONTHLY RATE	NON-RECURRING CHARGE

AT&T And Customer Confidential Information



AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule

5.4 Services Covered

Telephone Number	Date	Issued	Service Order Number	Contract ICB PS#
479 271-3100, 675	9/30/2014	1-2J61Q9G		

Discount:							
Deferred Amount: n/a							
Existing Qty	New/Add'l Qty	USOC Code	Description	Unit MRC	Total MRC	Unit NRC	Total NRC
297	0	SHWCF	Station	7.80	2316.60	0.00	0.00

MRC = Monthly Recurring Charges
NRC = Non-Recurring Charges



AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b
Pricing Schedule

5.5 Service Connection Charges

A. Establishment Charges (if applicable)

Description – Service Components	USOC	Non-Recurring Rate each
Establishment Charges - When initiating or adding Plexar-Custom service, AT&T will assess Customer an Establishment Charge per host central office to establish Plexar-Custom service in any host and/or its associated remote offices unless the Customer already has Plexar II, Plexar-Custom, or Centrex III service in the affected host and/or associated remote offices. Central Office Type (Check all that apply.) ☐ DMS100 ☐ 5ESS ☐ 1AESS		

B. Station/System Change Charges (if applicable)

Description – Service Components	USOC	Non-recurring Rate each
Station Change Charge One charge per station applies for 5 features or fewer per service order.	SWZBX	\$46.00
System Change Charge One charge applies for any system change. (per technology) Central Office Type (Check all that apply.) ☐ DMS100 ☒ 5ESS ☐ 1A ESS	SHWCF	\$18.00

5.6 Customer Locations

Quantity	Street Address	City
63	117 W CENTRAL AVE	Bentonville, AR
49	908 SE 14TH ST	Bentonville, AR
4	2706 S WALTON BLVD	Bentonville, AR
5	401 NE MOBERLY LN	Bentonville, AR
19	501 SE 3RD ST	Bentonville, AR
1	108 S MAIN ST	Bentonville, AR
2	307 SE D ST	Bentonville, AR
1	3008 S WALTON BLVD	Bentonville, AR
4	1610 SE MOBERLY LN	Bentonville, AR
6	1901 NE A ST	Bentonville, AR
1	11608 RICE LN	Bentonville, AR
4	907 NW 13TH ST	Bentonville, AR
2	1900 NW A ST	Bentonville, AR
4	900 MCCOLLUM RD	Bentonville, AR
1	997 SE MOBERLY LN	Bentonville, AR
4	800 SW ELM TREE RD	Bentonville, AR
19	608 SE 3RD ST	Bentonville, AR
37	305 SW A ST	Bentonville, AR
1	109 SE 10TH ST	Bentonville, AR

AT&T And Customer Confidential Information



**AT&T ILEC PLEXAR® SERVICE
CUSTOM SERVICE SW-4325b**

Pricing Schedule

20	405 S MAIN ST	Bentonville, AR
2	700 SW I ST	Bentonville, AR
5	401 SE D ST	Bentonville, AR
13	800 SW A ST	Bentonville, AR
28	2500 SW AVIATION ST + 6 locs	Bentonville, AR

5.7 Optional Feature Charges. Customer may add the following Optional Features/Service Components at the discounted rates below for the entire Term of this Pricing Schedule. (Add additional pages if needed.)

Description – Service Components	USOC	MRC	NRC
Business Set (Misc features)	SWZCV	\$0.10	\$3.00
Call Management Features Caller ID Name & Number	SWZL4	\$2.10	\$14.00
Call Management Features Call Number Delivery	SWZHZ	\$1.85	\$4.00
Speed Calling	SWZB6	\$0.30	\$2.00

For internal use only	
Billing Telephone Number for Existing service, if applicable:	479 271-3100,675
Program Code:	TYFR
Order Type	☐ New Install ☒ Renewal

AT&T And Customer Confidential Information

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
AT&T FOR CONTINUED TELECOMMUNICATION
SERVICES AND UPGRADES AND WAIVING THE
REQUIREMENT OF COMPETITIVE BIDDING.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with AT&T for continued telecommunication services and upgrades to HVS as set forth in the agreements attached hereto.

Section 2: Because of the need to minimize interruptions to critical operations during this upgrade of services, and because it is an upgrade to our current system provided by the same vendor, which can be completed most efficiently by utilizing this vendor at an overall significant cost savings to the City, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK