

1. Agenda

Documents:

[DECEMBER 8, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[DECEMBER 8, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Police Department
Community Room**

**Monday, December 7, 2015 6:00 p.m.
908 SE 14th Street**

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

**Tuesday, December 8, 2015 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: November 24, 2015**

AGENDA

1. Planning:
 - 1a. **CHP, LLC: Rezoning, R-1 Single Family Residential to RC-2, Central Residential Moderate Density, 502 Southeast 'D' Street.**
(Pages 7-12)
The planning commission voted 7-0 recommending approval.

This property is vacant in a mixed use area of downtown.
 - 1b. **Bike Rack Group LLC: Rezoning, D-E, Downtown Edge to D-C, Downtown Core, Southwest 7th Street and Southwest 'B' Street.**
(Pages 13-18)
The planning commission voted 7-0 recommending approval.

This property is vacant in a mixed use area of downtown.
 - 2a. Request Council authorize the Mayor and Clerk to enter into an agreement with Selectron Technologies, Inc. for an Interactive Voice Response system to interface with the City's utility billing system.
(Pages 19-62)
 - 2b. Request Council authorize the Mayor and Clerk to enter into an agreement with Invoice Cloud for online bill presentment and payment processing.
(Pages 63-73)

- 2c. Request Council authorize the Mayor and Clerk to enter into an agreement with Sage Payment Solutions for Credit/Debit Card and Virtual Check processing for Selectron IVR and Invoice Cloud Web Presentment. **(Pages 74-99)**
- 3a. *Request Council approve the bid award for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room and award bid to Oelke Construction. This is an unbudgeted item requiring a budget adjustment. **(Pages 100-107)**
- 3b. *Request Council approve a budget adjustment for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room. **(Pages 108-109)**
4. *Council approval of Mayor McCaslin's recommendation to re-appoint Aaron Jones to the Library Advisory Board. **(Pages 110-112)**
5. *Council approval of Mayor McCaslin's recommendation to appoint Megan Bolinder, Ph.D. to the Library Advisory Board. **(Pages 113-115)**
6. *Council approval of Mayor McCaslin's recommendation to appoint Mike Power and reappoint Jonathan Terlouw and Tom Butrynski to the Parks and Recreation Advisory Board. **(Pages 116-122)**
7. *Recommend Mayor and City Council award the 6-month blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$406,169.56. Items will be ordered on 'as needed' basis. **(Pages 123-133)**
8. *Recommend Mayor and City Council award the 6-month blanket bid for water and sewer materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$284,925.02. Items will be ordered on 'as needed' basis. **(Pages 134-141)**
9. *Recommend Mayor and City Council award the 6-month blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$52,721.00. Items will be ordered on 'as needed' basis. **(Pages 142-144)**
10. *Recommend Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$178,075.00. Items will be ordered on 'as needed' basis. **(Pages 145-147)**
11. *Recommend Mayor and City Council award the 6-month blanket bid for 1-phase double bushing pole mount transformer as shown on the attached bid tabulation in the amount of \$141,847.00. Items will be ordered on an 'as needed' basis. **(Pages 148-151)**
12. *Recommend Mayor and City Council award the 6-month blanket bid for 1-phase transformer as shown on the attached bid tabulation in the amount of \$189,155.00. Items will be ordered on an 'as needed' basis. **(Pages 152-155)**
13. *Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$255,022.00. Items will be ordered on an 'as needed' basis. **(Pages 156-159)**

14. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with HD Supply Waterworks for SENSUS brand water meters 2" and larger per the City of Bentonville's specifications in the amount of \$38,577.14. This is a 'Single Source' item in the State of Arkansas.
(Pages 160-164)
15. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Mueller for water meters less than 2" per the City of Bentonville's specifications in the amount of \$156,170.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 165-169)
16. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$261,626.10. This is a 'Single Source' item in the State of Arkansas.
(Pages 170-174)
17. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Holophane Ornamental Lighting for the City of Bentonville's standardized lighting for 2016. Prices to remain the same January through December 2016 in the amount of \$675,860.75.
(Pages 175-185)
18. *Budget adjustment in the amount of \$2,940.52 to be used to repair a 2013 Chevy Tahoe, unit # 2010-22, and a 2013 Chevy Tahoe, unit # 2015-18. These units were damaged on October 24, 2015 (MVA # 2015-36451) in a minor parking lot incident while officers were on a call for service at the Commons Housing Facility (800 SE Falcon). The majority of funds to repair these vehicles (\$1,007.43 and \$1,076.43 respectively, for a total of \$2,083.86), not including deductibles, will be sourced from an Arkansas Municipal League Vehicle Program settlement.
(Pages 186-187)
- 19a. *Staff recommends Council award bid No. 2015-54 to Fochtman Enterprises, Inc. for 48-inch water line improvements associated with AHTD Job No. 090373 (CA0004) Hwy 265 Improvements from Highway 264 to Pleasant Grove Road in an amount of \$105,650.00. This project qualifies for 100% reimbursement from AHTD per the City's agreement with AHTD signed in October 2015 for same project.
(Pages 188-191)
- 19b. *Budget Adjustment to front costs for construction of 48-inch water line improvements associated with the Arkansas State Highway Commission for AHTD Project No. 090373-CA0004(45) - Hwy 265 Improvements between Hwy 264 and Pleasant Grove Road.
(Pages 192-193)
20. *Staff recommends approval of Change Order #3 and Final Reconciliation for Forsgren, Inc. for a total decrease of \$75,589.45 for the South Lift Station Renovation and Force Main Construction project. This final change order reduces the contract amount from \$2,208,400.47 to \$2,132,811.02. Of this reduction, \$45,320.00 is liquidated damages and will be used to fund costs incurred by McClelland Consulting Engineers, Inc. for construction services due to time overage. The remaining reduction of \$30,269.45 is from final quantity measurements. This project is funded with sewer capacity fees. **(Pages 194-197)**

21. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with McClelland Engineering Consultants, Inc. for an amount not to exceed \$263,027.41 for the South Lift Station Renovation and Force Main Construction project. This is an increase of \$49,540.00 over the original contract. \$4,220.00 of the increase is due to additional survey, design, and easement prep for route changes after construction started and will be paid with project savings due to reduced quantities. \$45,320.00 is increased construction services costs due to the project running longer than allowed contract time and will be funded by liquidated damages collected from Forsgren, Inc. Since total project costs are less than previously budgeted and damages from contractor are used to pay overages due to time, a budget adjustment is not needed. **(Pages 198-202)**
22. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with GTS, Inc. for material testing services for the construction of the City Maintenance Facility site work located on SW 28th Street (formerly SW Airport Road) for an amount not to exceed \$47,200.00. Services include soils/subgrade testing, concrete/asphalt pavement testing, masonry, steel observation/testing. **(Pages 203-215)**
23. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with McGoodwin, Williams & Yates, Inc. to perform a comprehensive water system analysis and prepare a water master plan update in the amount not to exceed \$89,600.00 plus reimbursable expenses. **(Pages 216-228)**
24. Council approval of a resolution authorizing the Mayor and Clerk to enter into a right-of-way, utility easement, and temporary construction easement agreement for acquisition of City right-of-way (including improvements) and utility easement on SW 8th and SW "A" Street for the 8th Street Improvements project. The offer includes \$399,200 for right-of-way and improvements (Armory Warehouse), \$9,000 for utility easement, and \$6,150 for temporary construction easement for a total sum of acquisition of \$414,350. Attached is a memo, contract to sell, utility easement, temporary construction easement, exhibit, mortgage authorization form, offer letter and summary, appraisal summary report, and W-9. **(Pages 229-251)**
25. Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with the Arkansas Highway and Transportation Department for the design and construction of a Single Point Urban Interchange at the Hwy 71B (Walton Blvd) and I-49 Interchange, in the amount of \$1.5 Million and the assuming ownership of existing Hwy 71B between Hwy 12 and Interstate 49 upon completion of AHTD project BB0903. **(Pages 252-263)**
26. A resolution authorizing the Mayor and City Clerk to enter into a contract with CP&Y for the design, preparation of construction documents and construction phase services. The contract is an "hourly not to exceed" of up to \$478,800.00 **(Pages 264-280)**

27. A resolution authorizing the Mayor and City Clerk to enter into a Memorandum of Understanding with NWA Regional Planning for storm water education in 2016. **(Pages 281-285)**

*May be considered as a Consent Agenda Item.

**City Council
Agenda
December 1, 2015**

CHP, LLC: Rezoning, R-1 Single Family Residential to RC-2, Central Residential Moderate Density, 502 Southeast 'D' Street.

The planning commission voted 7-0 recommending approval.

This property is vacant in a mixed use area of downtown.

Bike Rack Group LLC: Rezoning, D-E, Downtown Edge to D-C, Downtown Core, Southwest 7th Street and Southwest 'B' Street.

The planning commission voted 7-0 recommending approval.

This property is vacant in a mixed use area of downtown.

Ordinance-60 day notice for Electrical Materials

The planning commission voted 5-2 recommending approval.



PC Meeting of: December 1, 2015

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3122
Fax: (479) 271-5906

REZONING: CHP, LLC (R-1, Single Family Residential to RC-2, Central Residential-Moderate Density)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, AICP, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: December 1, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000040
Applicant/Current Owner: CHP, LLC
Representative: Terry Ging
Requested Action: Rezoning
Location: 502 Southeast D Street
Existing Zoning: R-1, Single Family Residential
Proposed Zoning: RC-2, 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 vacant in a mixed use area of the downtown.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	City Trail		Downtown Mixed Use Residential
South	Single Family Residential		Downtown Mixed Use Residential
East	Vacant Multi family		Downtown Mixed Use Residential
West	Vacant Single Family		Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North			
South			
East	Southeast D Street	Local Street	19' of asphalt no curb or gutter
West			

LEGAL NOTIFICATIONS

Public Notice: On November 10, 2015 , 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 Addition on November 2, 2015. In addition, staff posted a notice of public hearing sign on the property on November 16, 2015. 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: The intent of the RC-2 zoning designation to the allow for the redevelopment within the downtown area. The RC-r district allows for a variety of housing types for a variety of lifestyles while encouraging traditional design. The area is appropriate for a transitional zone between sign family residential and higher density residential or commercial. The property is currently across D Street from moderate density residential property and is bordered on the west side by a low density traditional neighborhood. The RC-2 designation is appropriate for this location and is consistent with all land use principles and policies.

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

Finding(s) of Staff: The property is located within a completed downtown street network. The proposed use will not increase traffic congestion due to the adequate and existing street network.

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.

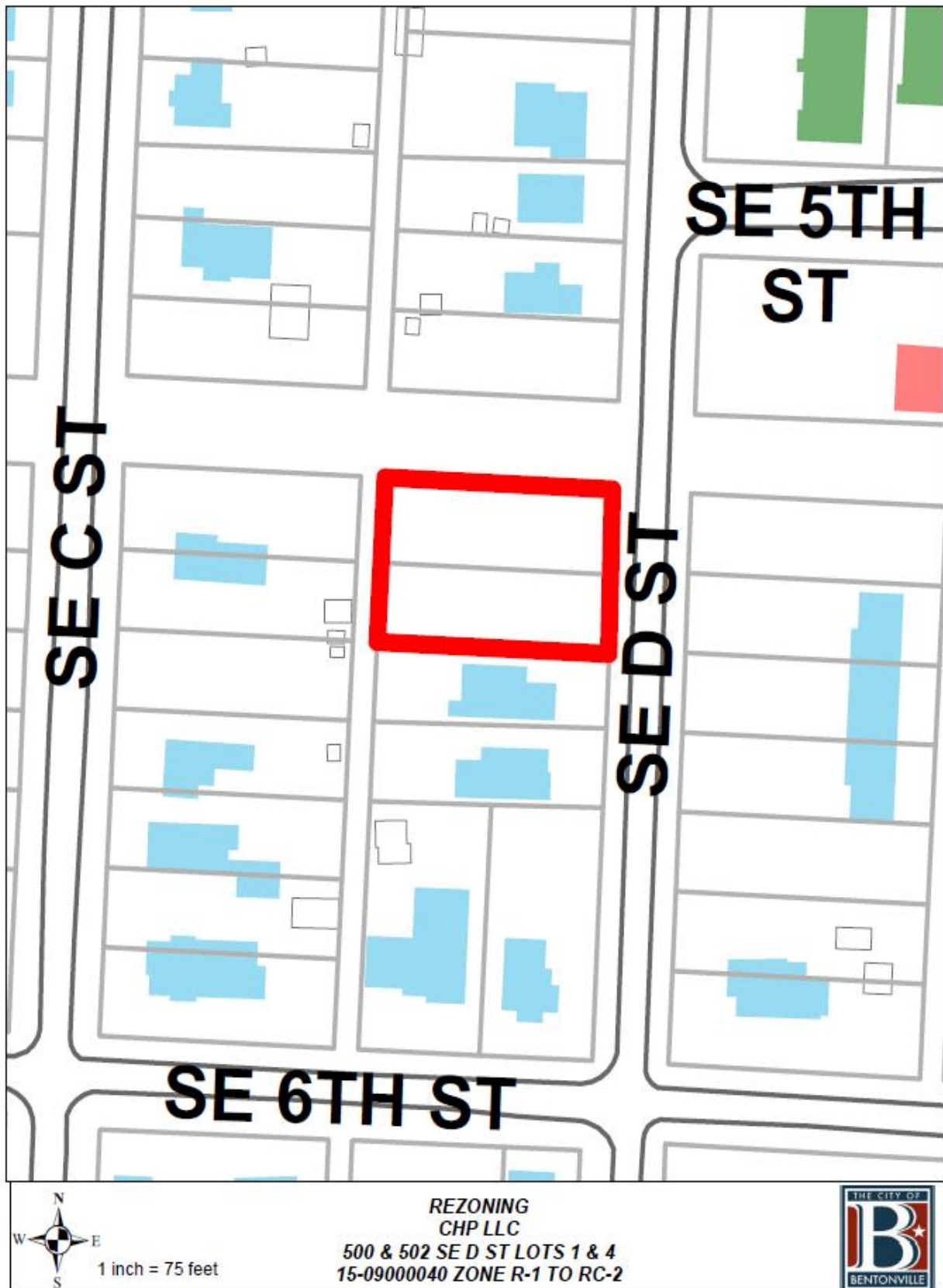
Finding(s) of Staff: City services are adequate at this location. Water and sewer are both available in Southeast D Street.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as downtown mixed use 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 RC-2, Central Residential- Moderate Density.



NARRATIVE

502 SE D STREET IS 2 LOTS (LOTS 1 AND 4) OF BLOCK G ORCHARD SUBDIVISION IN BENTONVILLE, ARKANSAS ZONED AS R-1. THESE LOTS ARE ONLY 50 FEET WIDE , THEREFORE, IT TAKES 2 LOTS TO SATISFY THE R-1 ZONING TO BUILD A RESIDENCE. THEREFORE IT IS REQUESTED TO REZONE TO RC-2 ALLOWING TWO RESIDENCES ON 2 LOTS AS ORIGINALLY PLANNED.

THESE LOTS ARE ON A FRINGE OF RESIDENTIAL AND COMMERCIAL AREAS,ALL LOTS SURROUNDING THEM ARE RESIDENTIAL AND HAVE THE RESIDENTIAL FEEL.

ALL UTILITIES ARE AVAILABLE ONSITE , BUT WILL PROBABLY REQUIRE ADDITIONAL TAPS TO WATER AND SEWER TO FOR A SECOND RESIDENCE.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO RC-2, CENTRAL RESIDENTIAL-MODERATE DENSITY.

WHEREAS, CHP, 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 RC-2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lots 1 and 4 of Block G of Orchard Subdivision, Bentonville, Benton County, Arkansas.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 1st day of December 2015 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 RC-2 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 RC-2 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2015

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: December 1, 2015

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3122
Fax: (479) 271-5906

REZONING: Bike Rack Group, LLC (D-E, Downtown Edge to D-C, Downtown Core)
Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, AICP, Senior Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: December 1, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000041
Applicant/Current Owner: Bike Rack Group LLC
Representative: Jake Newell
Requested Action: Rezoning
Location: Southwest 7th Street and Southwest 'B' Street
Existing Zoning: D-E, Downtown Edge
Proposed Zoning: D-C, Downtown Core
Future Land Use Map Designation: Mixed Use

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is vacant in a downtown mixed use area.

Previous Rezoning Requests for this Property: The property was rezoned from C-3, Central Commercial to D-E, Downtown Edge on November 10, 2009 at the same time the downtown zoning districts were adopted.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Private Auto Body Shop	Downtown Edge	Mixed Use
South	Duplex	Downtown Core	Mixed Use
East	Child Care Facility	Downtown Core	Mixed Use
West	Duplex and Single Family Homes	Downtown Edge	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North			
South	Southwest 7 th Street	Local Street	22' asphalt no curb or gutter
East			
West	Southwest B Street	Local Street	18' asphalt no curb or gutter

LEGAL NOTIFICATIONS

Public Notice: On November 6, 2015, 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 Addition on November 2, 2015. In addition, staff posted a notice of public hearing sign on the property on November 16, 2015. 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: The intent of the Downtown Core zoning district is to expand the pedestrian oriented character of the town square while providing retail and entertainment venues. Medium to High density residential should also be provided to support the commercial uses. The Downtown Core zoning district promotes a mix of residential and commercial uses that are separated both horizontally and vertically. This rezoning request is consistent with the policies and objective of the land use plan and zoning plans.

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

Finding(s) of Staff: The property is currently located within close proximity to a major employment center and entertainment district. The residents of the proposed units should have multiple options for transportation in the downtown. The downtown area is comprised of a completed street grid system that will provide options to motorists further reducing congestion on major arteries.

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.

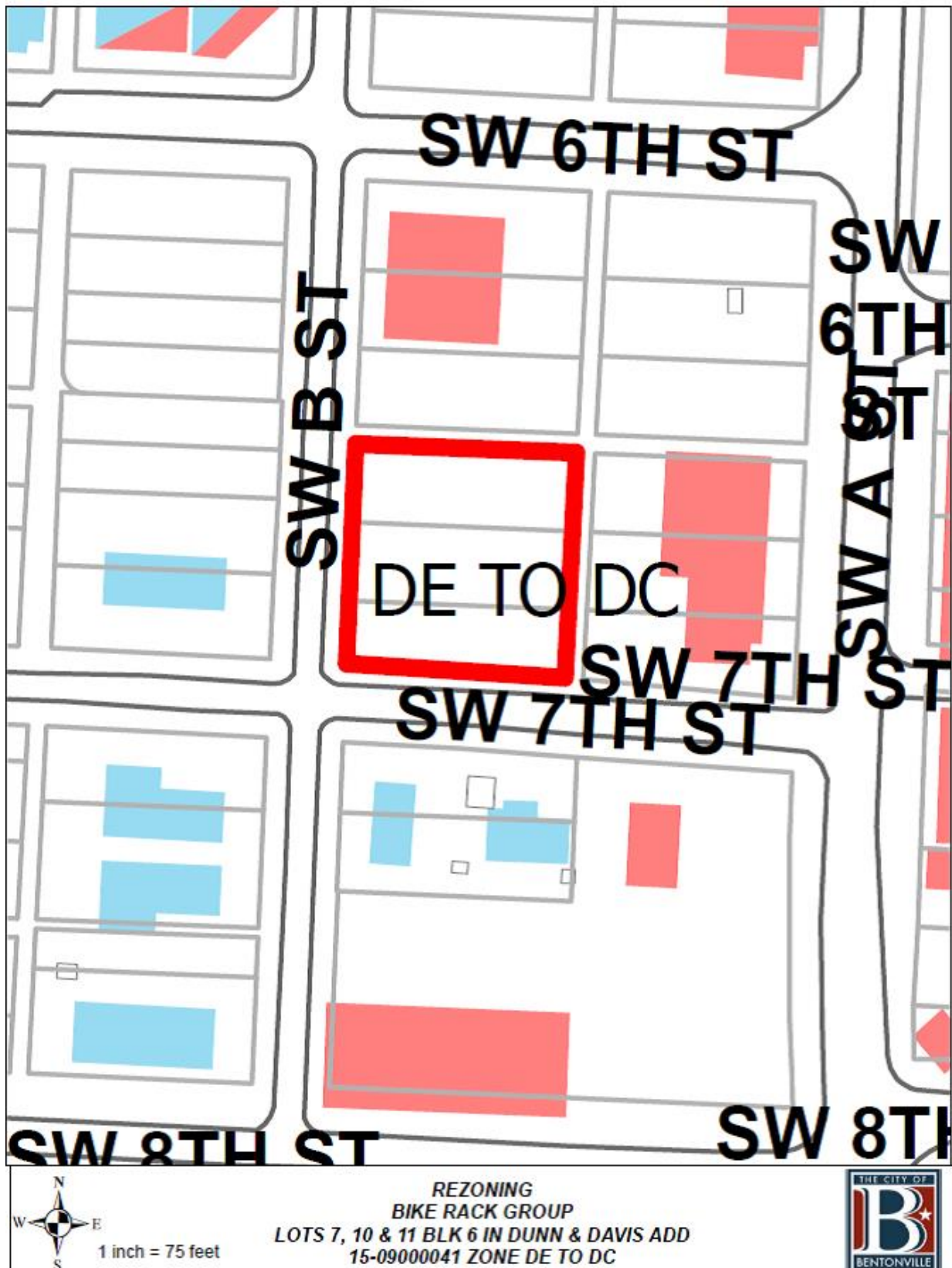
Finding(s) of Staff: City services are adequate at this location. Water and sewer are both available within the right of way adjacent to the development.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as mixed use. The general plan encourages a mixed of uses in the downtown and specifically encourages high density residential within close proximity to large employment and retail establishments.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from D-E, Downtown Edge to D-C, Downtown Core.



October 26, 2015

Newell Development
101 SE G Ct
Bentonville, AR 72712

RE: ReZone Request

Newell Development desired to rezone SW 7th & B from Downtown Edge to Downtown Core.

Three of the surrounding sides of the property are already zoned Downtown Core and the property to the West is zoned Downtown Edge. The rezone will help maximize the use of this property for a future multifamily project. The future multifamily project will promote community as those living there will enjoy the walk-able and ride-able proximity to the Hub area as well as the downtown square and many offices. Newell Development seeks to create multifamily projects close to the core of downtown Bentonville to give our clients the ability to live, work and play.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO D-C, DOWNTOWN CORE.

WHEREAS, Bike Rack Group 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 D-C property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Said tract or parcel commonly described as: Lots 7, 10 and 11, Block 6 Dunn and Davis Addition, to the City of Bentonville, Benton County, Arkansas, as shown in Plat Record B of 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 1st day of December 2015 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 D-C 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 D-C property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2015

ATTEST

APPROVED

CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by: Gary Wilson

Department: Utility Billing/Meter Reading

Phone: 271-3104

ACTION REQUIRED:

Request Council authorize the Mayor and Clerk to enter into an agreement with Selectron Technologies, Inc. for an Interactive Voice Response system to interface with the City's utility billing system.

COST TO CITY:

Cost of this Request: \$54,250

Additional Budget Amount: \$0

☐ One time amount

☐ Continuing O and M

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

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



INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: GARY WILSON
SUBJECT: INTERACTIVE VOICE RESPONSE PAYMENT PROCESSING
DATE: NOVEMBER 24, 2015
CC: MAYOR MCCASLIN

The Utility Billing and Collections Department is recommending adding an Interactive Voice Response (IVR) system to our payment processing as an option for our customers. In addition to the IVR system we request to change our web payment site to one provided by Invoice Cloud.

Currently, the Utility Billing office is handling more than 66,000 phone calls a year. The average daily call volume is approximately 280 calls averaging about 3 minutes a call. With the office seeing an increased number of walk-in customers, having this option for our customers will allow us to continue to provide good customer service.

Our recommendation is to purchase Selectron Technologies, Inc.'s IVR solution. Selectron is SunGard Public Sector's preferred partner. The solution recommended will allow four customers to make payments simultaneously. Once operational it is staff's intention to monitor the volume and increase if and when needed. Included with the Selectron item is the SunGard Interface.

Invoice Cloud, Selectron's partner provides web payment processing. Our current website is very dated in its look and feel, not all browsers are able to use the site and some customers have trouble accessing the site generating additional phone calls to make payments. By changing from our current web payment site to one provided by Invoice Cloud our customers will see a more modern look and feel and more options such as emailing of bills. Charges for this site are on a per transaction basis.

All payments processed through the IVR system and website will use Sage Payment Solutions, Selectron's payment processor. In addition, with the change we will expand from only accepting Visa and Master Card to also accepting Discover Card. Once the site is up and running we also plan to accept e-checks.

SUNGARD® PUBLIC SECTOR

www.sungardps.com • 407-304-3235 • 800-727-8088 toll-free

August 4, 2015

City of Bentonville
Attn: Gary Wilson – Billing & Collections Manager
117 W Central
Bentonville, AR 72712

Mr. Wilson:

SunGard Public Sector strives to build vendor relationships that provide our customers with the best possible solutions. Our third-party Solution Provider program helps our customers identify trusted, compliant, third-party products that extend the functionality of their investment.

We are pleased to recommend Selectron Technologies as our only Strategic Alliance Partner with an established interface for IVR. Our eight year partnership with Selectron allows our two organizations to provide efficiencies of operations increasing project effectiveness and customer satisfaction.

Selectron has:

- A current Solution Provider agreement with SunGard Public Sector
- A focus on local governments and municipalities
- Implementation and Support services to meet our customer needs
- Sponsorship by multiple SunGard Public Sector Inc. customers
- Offerings that extend or enhance SunGard Public Sector products and are a natural fit for integration
- Testing and certification with the appropriate SunGard Public Sector software versions

We are committed to customer success and consistently seek new ways to meet our customers' needs through effective strategic alliance relationships that extend our offerings.

Sincerely,

Brian Buck
SunGard Public Sector
Manager, Strategic Alliances
brian.buck@sungardps.com

SunGard Public Sector Inc. • 1000 Business Center Drive • Lake Mary, FL 32746



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into by and between Selectron Technologies, Inc., an Oregon corporation and its successors and assignees (collectively, "Company") and the City of Bentonville, Arkansas, (the "Customer").

1. Engagement of Services.

Subject to the terms and conditions of this Agreement, Company will render the services set forth in the Scope of Work attached to this Agreement as Exhibit A and B (the "Project" or the "Services"). Exhibit A outlines the services to be provided, any associated products, and the prices. Exhibit B provides a detailed description of the services, and any associated products, to be provided under this Agreement. From time to time, the parties may enter into additional Scopes of Work, in substantially the same form as that set forth in Exhibits A and B, for additional Services. The manner and means by which Company chooses to complete the Project are in Company's sole discretion and control. Customer will, at its sole expense, make its facilities and equipment available to Company when necessary. Company, in its sole discretion, may have the Services performed by a third party/independent contractor, provided that any such third party/independent contractor agrees in writing to the terms of this Agreement.

2. Hardware.

Pursuant to this Agreement, and in combination with any Company software (which shall be licensed pursuant to a separate software license agreement), Company shall provide Customer with third-party hardware solely for use with Company Software (the "Hardware"), as set forth in Exhibit A and/or B. As between Customer and Company, Company shall maintain ownership of the Hardware and all rights, titles, and interest therein, until Customer has paid the entire Fee, as described in Section 3.1 below. While the Fee is being paid, Customer shall have a limited, non-transferable, and revocable license to use the Hardware solely in connection with Customer's use of the software. Once Customer has paid the entire Fee, Customer shall own the Hardware (but Customer shall not own the Company software under any circumstances). Customer agrees that, until the entire Fee is paid, Customer shall be responsible for the cost of the Hardware if damaged (normal wear and tear excluded) while in Customer's possession or under its control. Customer acknowledges and agrees that nothing in this Agreement shall be interpreted or construed to affect the terms and conditions under which Customer uses the Company software.

Customer is entitled to all third-party manufacturer warranties as they apply to the specific Hardware provided. Manufacturer warranty dates are based solely on the specific manufacturer terms and conditions. Customer acknowledges and agrees that Company shall have no obligations regarding the manufacturer

warranties of the Hardware, and that Company expressly disclaims all warranties with respect to the Hardware, except for the warranty in Section 6.3 below.

3. Compensation.

3.1 Standard Compensation.

Customer will pay Company a fee for services rendered under this Agreement as set forth in the Project(s) undertaken by Company, which fee shall also cover use of the Company software (licensed under a separate software license agreement) and use of the Hardware (the "Fee"). Customer shall be responsible for all expenses incurred, that are set forth in Exhibit A of this Agreement. Customer will also be responsible for all expenses, with prior written approval, outside of those listed in Exhibit A of this Agreement. Upon termination of this Agreement for any reason, Company will be paid the Fee and expenses on a proportional basis as stated in the Scope of Work for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Scope of Work for work which is in progress, Customer will pay Company for Services and will reimburse Company for previously approved expenses within thirty (30) days of the date of Company's invoice.

3.2 Change Requests.

Customer agrees to the Scope of Work as set forth in Exhibits A and B. If Customer requests a reduction in the scope, as set forth in Exhibit A or B, or any future Scopes of Work agreed upon by the parties, and such request is made after Company has committed resources to the Project under the given Scope of Work, Customer agrees to pay the full amount set forth in Exhibit A (or the applicable Scope of Work). However, if, during the course of a Project, Customer wishes to increase or modify the Scope of Work (other than a proposed reduction in the amount of Services to be provided), Company shall provide Customer with a modified fee estimate. If Customer accepts the modified estimate, Company will perform the Project according to the modified specifications after the parties sign a new Scope of Work or after Customer issues a purchase order for the modified Project (provided that the terms and conditions of such purchase order will not modify this Agreement or have any force or effect). If Customer rejects the modified estimate, Company shall have no obligation to perform the modified Project, and the parties agree that Company will continue to provide the Services, as originally set forth in the Scope of Work, and Customer will

continue to pay the Fee, as originally set forth in the Scope of Work.

4. Independent Contractor Relationship.

Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

5. Proprietary Information.

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the other party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent. "Proprietary Information" includes, but is not limited to (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; and (b) information regarding plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of employees. Nothing will be considered to be Proprietary Information if (1) it is readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by the receiving party from a third party without confidential limitations; (3) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (4) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

6. Representations and Warranties; Warranty Disclaimer.

6.1 Customer represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Company) or damage to Company's property during the Term of this Agreement.

6.2 Company represents and warrants that (a) it has full right and power to enter into and perform its obligations under this

Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Customer) or damage to Customer's property during the Term of this Agreement.

6.3 Company warrants that any Hardware provided pursuant to this Agreement shall operate in good working order for a period of one (1) year from Contract Execution Date, as that term is defined in Exhibit A of the PremierPro Support and Maintenance Agreement. Any changes or modifications to the Hardware by any person other than Company, or any combination of the Hardware with other materials by any person other than Company, voids this limited warranty. This limited warranty is also void if failure of the Hardware results from transportation, neglect, misuse, or misapplication of the Hardware by any person other than Company; from any accident beyond Company's control; from use of the Hardware not in accordance with this Agreement or documentation provided in connection with the Hardware; or from Customer's failure to provide a suitable environment for the Hardware.

6.4 The express warranties in Sections 6.2 and 6.3 above are lieu of all other warranties, express, implied or statutory, arising from or related to this Agreement and any hardware provided to Customer hereunder, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in Sections 6.2 and 6.3 of this Agreement. Except for the express warranty in Section 6.3 of this Agreement, Company provides the Services and Hardware to Customer "as is" and "as available," and Company does not warrant that the Services or Hardware will be uninterrupted or error free, and Company hereby disclaims any and all liability in connection therewith. This warranty disclaimer is made regardless of whether Company knows or has reason to know of Customer's particular needs. No Company employee, agent, dealer, or distributor of Company is authorized to modify this limited warranty, or make any additional warranties, whether orally, in writing, or otherwise. This Section 6.4 shall be enforceable to the fullest extent permitted by applicable law.

7. Customer Remedies; Limitation of Liability.

7.1 If Customer finds what it reasonably believes to be a failure of the Hardware to conform to the limited warranty in Section 6.3 of this Agreement, and provides Company with a written report that describes such failure in sufficient detail to enable Company to reproduce or understand such failure, Company and its suppliers' entire liability and Customer's exclusive remedy for breach of the limited warranty in Section 6.3 regarding the Hardware, is for Company to use commercially-reasonable efforts to correct or provide a workaround for the failure at no additional charge to Customer. If, in Company's sole discretion, it provides replacement Hardware, the replacement Hardware will be warranted in accordance with the provisions of this Agreement for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any

product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

7.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES PROVIDED OR CONTEMPLATED HEREUNDER, AND THE HARDWARE AND RELATED DOCUMENTATION. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR CONTEMPLATED HEREUNDER, AND THE HARDWARE AND RELATED DOCUMENTATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

8. Indemnification.

Each party will indemnify and hold harmless the other party, its officers, directors, employees, and agents from any and all claims, losses, liabilities, damages, expenses and costs (including reasonable attorneys' fees and court costs) which result from third-party claims or allegations that arise out of a breach or alleged breach of any representation, warranty, or covenant set forth in this Agreement. The Customer is granted certain immunities as a municipal corporation. Nothing in this section shall be deemed a waiver of any immunities pursuant to law.

9. Network Security Disclaimer

9.1 Internet Security.

Company's products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment, and the software does not provide any mechanism for security or privacy. Specifically, the software relies fully on the Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

9.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the software (if purchased by Customer pursuant to a separate support and maintenance agreement), Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be

provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

9.3 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Software in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Software, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

10. Term and Termination.

10.1 Term.

This Agreement shall commence on the date of last signature below and shall continue until terminated (the "Term").

10.2 Termination.

(a) Either party may terminate this Agreement at any time that there is no uncompleted Project in effect upon fifteen (15) days' prior written notice to other party. Upon such termination by either party, all amounts owed to Company shall become immediately due and payable.

(b) The parties agree that Customer's failure to pay any undisputed Fees is a material breach of this Agreement. In the event of Customer's failure to pay or other material breach of this Agreement, Company may immediately terminate this Agreement, the Software License Agreement, and any other agreements between the parties, for cause, provided that

Customer has failed to cure the breach within sixty (60) days' of receiving notice of such breach from Company. Upon such termination, Customer shall immediately cease all use of the software and Hardware, and Company may terminate Customer's access to the software. Company may require that Customer return the Hardware to Company and/or allow Company access to Customer's facility to retrieve the Hardware. Such termination shall not relieve Customer of its obligation to immediately pay all amounts then due to Company.

11. Government Contracts.

11.1 In the event that Company shall perform Services under this Agreement in connection with any government contract in which Customer may be the prime contractor or subcontractor for a government contract, Company agrees to abide by all laws, rules and regulations relating to said government contract; provided that Customer provides a copy of the contract to Company prior to execution of this Agreement.

11.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of Arkansas jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

12. General Provisions.

12.1 Governing Law; Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas, without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Benton County, Arkansas.

12.2 Severability.

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under

applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 7 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

12.3 Notices.

All notices, consents and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

12.4 Force Majeure.

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay, to mitigate the harm or damage caused by such delay, and to resume performance as soon as possible.

12.5 Attorneys' Fees.

In the event of a dispute between Customer and Company concerning this Agreement, the prevailing party in the litigation shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.

12.6 Injunctive Relief.

A breach of any of the representations, warranties, or covenants contained in this Agreement will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Customer acknowledges and agrees that Company is therefore entitled to seek injunctive relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained and without the requirement of posting a bond or other security. The foregoing equitable remedy will be deemed to be non-exclusive and in addition to all other remedies available at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently.

12.7 Survival.

Sections 5, 6.4, 7.2, 8, 9, 10, and 12 and the rights and obligations therein will survive termination of this Agreement for any reason.

12.8 Waiver.

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9 Authority.

Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

12.10 Entire Agreement.

This Agreement and the attached Exhibits A and B, which are incorporated into and made a part of this Agreement by this reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document

submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

12.11 Counterparts.

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed: _____

Title: President

Date: _____

Address: 12323 66th Avenue

Portland, OR 97223

Customer:

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____

Exhibit A

SCOPE OF WORK

RELAY APPLICATION PACKS (see Application Pack Details)

Quantity	Item	Unit Price	Extended Price
BASE APPLICATION PACKS			
1	Utility Pack	\$35,000	\$35,000
APPLICATION ADD ONS			
1	Information Add On(s)	\$3,000	\$3,000
RELAY APPLICATION PACKS SUBTOTAL			\$38,000

CHANNEL LICENSES

Quantity	Item	Unit Price	Extended Price
PRODUCTION LICENSES			
4	IVR Channel License (per port)	\$2,000	\$8,000
CHANNEL LICENSE SUBTOTAL			\$8,000

INFRASTRUCTURE & THIRD PARTY COMPONENTS

Quantity	Components	Unit Price	Extended Price
1	Client Provided Virtual Machine Setup	\$1,500	\$1,500
HARDWARE & THIRD PARTY COMPONENTS SUBTOTAL			\$1,500

CONFIGURATION & CUSTOMIZATION SERVICES

Quantity	Tasks	Unit Price	Extended Price
1	Base Configuration & Project Services	Included	Included
CONFIGURATION & CUSTOMIZATION SERVICES SUBTOTAL			\$0

TOTAL BASE RELAY INVESTMENT	\$47,500
BASE ANNUAL MAINTENANCE After 12 Month Warranty*	\$9,500

* Selectron will provide a one year warranty from contract execution at no additional cost. After expiration of the initial warranty the Customer may purchase Annual Maintenance at rates listed above.

Required Items Not Included with Relay

Phone Lines & Network Services Required to Support the Installation

Required Host Interface (Please Contact SunGard Public Sector to purchase, if applicable)

- V2 - CIS / Voice Response Interface - IVR Selectron
- CY - CIS / IVR Credit Card Interface - Selectron

Host Interface Components Must Be Installed and Functioning Prior to Development

Relay Does Not Include Merchant Account Provider Costs or Associated Fees, Payment Gateway Costs or Fees

PAYMENT TERMS

25%	Invoiced at time of execution of the Agreement
50%	Invoiced at completion of on-site installation
20%	Invoiced 30 days after on-site installation
5%	Invoiced upon final acceptance

The initial invoice is sent at completion of contract negotiations and upon receipt of a purchase order that enables Company to purchase necessary hardware, fund on-site expenses and invest the technical support hours to design and develop the application for Customer's jurisdiction. The terms and conditions of any such purchase order will not modify the terms and conditions of the Agreement or have any force or effect. This initial invoice shall be deemed the "Installment Invoice."

The second invoice is sent at the completion of the on-site installation and training phase of the implementation, or when the system is available for Customer testing at Customer site.

The third invoice is sent thirty (30) days after the completion of the on-site installation, which will give the Customer the opportunity to carefully test all functions and requirements as defined by the Agreement and agreed upon call flows. It is the Customer's responsibility to supply adequate staff to ensure full testing is completed in a period not to exceed thirty (30) days.

The final invoice is sent after the system has completed the final testing and acceptance. Company will have resolved all issues found during the last phase of testing.

If completion of the final testing and acceptance is delayed beyond thirty (30) days after installation, and is not due to any fault of Company, the payment will become immediately due.

Phased Implementation: When a phased implementation is mutually agreed to, the same payment terms will be applied to each phase.

Hardware Restocking Fee: In the event that use of the software requires different third-party hardware than what was originally provided to Customer, Customer will be charged a fifteen percent (15%) restocking fee to return such hardware and have it replaced with alternative hardware.

Taxes: Sales Tax or any other applicable taxes are **not included** in any of the pricing information in this Exhibit. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the pricing.

Payment Terms: Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee, or the maximum interest rate allowed by law, whichever is lower.

ADDITIONAL INFORMATION

Time-and-Materials-Based Services:

Company will provide custom programming and non-warranty maintenance customer support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support approved by Company will be performed at Company's then-current standard published billing rates. Company will issue a quote and Scope of Work to Customer, which Customer must sign and return to Company before work can begin or be scheduled.

Additional Training and On-Site Support:

All travel and associated travel expenses for the on-site installation work during the initial setup are included in the Fee set forth above.

If Customer requests additional on-site work, travel and out-of-pocket expenses will be billed at \$1,750.00 per day (minimum of 2 days) with at least 15-day advance notice from Customer. If 8-14 days advance notice is provided by Customer, the rate increases to \$2,000.00 per day (minimum of 2 days), and if the notice is less than 7 days, the rate increases to \$2,500.00 per day (minimum of 2 days).

If changes are made to a travel schedule after plans are confirmed, Customer is responsible for any change fees or price changes incurred for airfare, hotel or car rental.

On-Going Support:

Customer has the option of purchasing support services by entering into a PremierPro Support and Maintenance Agreement with Company. Upon entering into this PremierPro Support and Maintenance Agreement, annual support and maintenance fees are due. The PremierPro Support and Maintenance Agreement details the scope of services and pricing associated with Customer's implementation of such support services, including any warranty periods identified above.

Exhibit B
STATEMENT OF WORK



Statement of Work

Bentonville, AR

Relay

Utilities

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Bentonville, AR (Bentonville or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	9/4/2015

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of the Bentonville's SunGard NavilLine application database to provide the given data to Relay.

2.1. The Relay Platform

Bentonville's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Bentonville. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

Bentonville's solution includes the following application pack and channels:

- Application packs:
 - Utility Pack
- Channels:
 - IVR

2.2. Utility Pack

Bentonville will be configured with the Utility Pack. The Utility Pack offers Bentonville's customers with a central point of access for account management and payments. Citizens will be able to enter an account number or phone number and access account data and activities, including:

- Current balance owed
- Last billing date and amount (up to last 6)
- Last payment date and amount (up to last 6)
- Next billing date
- Payment Processing – Credit Card and E-Check
- Partial Payments Acceptance (if desired)

In addition to the above, the following add on features are included with this implementation of the Relay Utility Pack:

- Email Last Minute Payment Warning

All account information is made available through an API to the SunGard Naviline application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. IVR Channel

The IVR Channel for the Utility Pack provides callers with an Interactive Voice Response (IVR) system for accessing account information and making payments over the phone.

Citizens can call the Utility IVR channel in order to hear account information and to make a payment. Citizens will validate their account using an account or phone number and PIN. The IVR validates this data against the SunGard Naviline application database. Once the account is validated, the IVR will speak the current balance owed and due date. The total amount due includes an aggregate of all current and delinquent amounts owed. The caller will then be given the option of making a payment. If no payment is due, then the IVR will speak that there is currently no payment due.

Using the IVR, callers will also be able to hear other account information as listed under Utility Pack, above.

Callers will also be able to transfer to an agent. If a caller requests a transfer, the IVR performs a hook-flash transfer to a number specified by Bentonville.

2.2.2. Add Ons

The following Add Ons are included with Bentonville's Utility Pack. These add ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.2.2.1. Email Last Minute Payment Warning

When a utility account holder that is scheduled for shut off makes a last minute payment, Relay will deliver an email notification to a pre-configured list of agency recipients. This is designed to prevent accidental shut-off of a customer who has paid enough of their delinquent amount to cancel the shut-off.

During implementation, Selectron will work with the customer to determine the content and recipients of this message.

2.3. Payment Processing

The Relay solution is configured to accept credit card and e-check payments, allowing citizens to make payments. The payment processing engine is a PA-DSS-Verified payment system that **does not** retain any payment information. Users will need to enter their payment information for each transaction.

The Relay payment application interacts with Bentonville's selected payment gateway to provide payment functionality. Users will need to authenticate and provide valid payment information in order to make a payment. Relay validates the user's payment information before passing it to the payment gateway. When a payment is reported as successful, Relay will post an update to Bentonville's SunGard Naviline application database in real time (as long as an API for such an update is available). Bentonville will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

2.3.1. Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Bentonville can elect to accept all or a subset of these card types. Any credit card types not accepted by Bentonville will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, Bentonville can choose to verify the card holder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

2.3.2. E-Check

Users wishing to pay via E-Check will need to enter their bank routing number, bank account number, bank account type, payment amount, and driver's license number. All E-Check transactions are sent through the designated payment gateway.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Bentonville components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Bentonville's SunGard NavLine application database. All data-based interactivity on the solution is reliant upon data being available via the API. Selectron typically integrates to the application database in the following manner:

- Authenticate user credentials input to access data:
 - Account information
- Read associated information (see Application Pack descriptions for account data being queried)
- Post payment reconciliation data (if API allows it)

3.2. Payment Gateway Interfaces

The payment processing service is PA-DSS Verified. Integration to the payment gateway initiates the collection and reconciliation of the payments being gathered by the department. Selectron will integrate with Invoice Cloud, the Customer's chosen vendor.

To choose a different vendor, the Customer must select from the list of Selectron's approved payment gateways. Approved gateways are:

- USA ePay (AMS)
- PayFlowPro (PayPal)
- Payments Gateway (Forte)
- Invoice Cloud
- Global Gateway e4 (FirstData)
- PayPoint (FirstData)
- Simple Order (CyberSource)
- Authorize.net

If the Customer does not pick a vendor on this list, Selectron will work with Bentonville to get the gateway of choice approved. This may require additional professional services costs, as will changes to the payment processing vendor after system development.



The following payment processing fees and services are not covered by the purchase of the application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

4. Deployment Model

This implementation of Relay will be deployed on premise at Bentonville. The Customer has elected to provide the components necessary to run the Relay solution. As such, Bentonville will be providing 1 virtual server for the solution.

For virtual or physical servers, relay requires these minimum specifications:

- Quad-Core Intel Processor
- 16gb RAM
- 250gb RAID 5 drives
- MS Windows 2012 R2, 64-bit

If the customer is providing SQL, you **must** provide:

- Microsoft SQL Server 2008 or 2012

Bentonville's solution is licensed for:

- Four (4) inbound VoIP/SIP IVR ports allowing for up to four concurrent calls

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. Bentonville will be provided with a single set of user credentials for the Relay Portal application during the implementation process. Additional users can be created by the Bentonville's System Administrator as needed.

The Relay Portal provides Bentonville administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings.

5.1. Run System Reports

Relay features extensive channel logging. Bentonville administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- System Usage (overall (by channel), by port (for IVR), or by hour)
- System Statistics
- Call Activity Details
- Actions
- Payments
- Email Activity

5.2. Configure Transfer Rules

Operator transfer settings (such as destination numbers and times) can be managed using the Relay Portal.

5.3. Set Office Hours and Holidays

Relay will check against the defined office hours and holidays schedule to determine the correct action when transferring calls. Administration of office hours and holidays can be accomplished through the Relay Portal.

5.4. Append an Optional Message

Optional messages are configurable voice messages that can be enabled on the IVR. When enabled, the optional message will be played for all callers who access the solution. An example of an optional message would be informing callers of changes in office hours or upcoming holidays. The Bentonville system administrator is responsible for recording the optional greeting by calling the IVR and accessing the hidden administrative menu.

5.5. Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password Relay uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Setting payment processing guidelines is currently managed by Selectron.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service initiation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service initiation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs, account validation information, and the types of payments being gathered.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design

Software development cannot begin until these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide two days of onsite installation and training for Bentonville's Relay solution.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Toll free phone number(s)
- Web addresses
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, Bentonville's SunGard NavLine database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Bentonville application database (or other application database software) may require professional services outside the scope of this service.

6.2. Bentonville, AR

This section outlines the Customer's service initiation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Bentonville with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Utility account numbering scheme
- Validations used for receiving payment on a utility bill

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Bentonville's application database(s) prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help Bentonville identify the necessary requirements.

If remote access is not granted, the Customer should inform the Project Manager immediately. While system installation can be successful without prior access to the database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application database, payment gateway or network are modified. Bentonville is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

Bentonville, AR has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.



Software License Agreement

This Software License Agreement ("SLA" or this "Agreement") is entered into by and between Selectron Technologies, Inc. an Oregon corporation and its successors and assigns (collectively, "Company"), and the City of Bentonville, Arkansas ("Customer"). Company agrees to allow Customer to use Company's computer software and associated media and printed materials, which may or may not include electronic documentation and documentation available via the Internet (collectively, the "Software"), under the terms and conditions of this SLA. By signing below, and/or by installing or otherwise using the Software with Company's permission, Customer agrees to be bound by the terms of this SLA.

1. Grant of License.

Subject to the terms and conditions of this SLA, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable and non-assignable (except as specifically set forth herein), and limited license to install and use the Software solely during the Term of this Agreement (the "License"). The License entitles Customer to install and use the Software at its principal place of business solely on a single computer (unless Customer is authorized to install and use the Software on more than one computer, as set forth in that certain Professional Services Agreement between the parties), and solely for Customer's internal business use. A license for each active server, test server, or fail-over server must be expressly purchased for the specific use of the Software on each server. Except as otherwise notified by Company, the Software may not be used in connection with any software not acquired from Company or recommended in writing by Company specifically for use with the Software. Except as expressly set forth in this Section 1, no other right or license is granted to Customer with respect to the Software.

Use of the Software requires that Customer use, as part of the Software, certain third-party Runtime-Restricted Use Software. By agreeing to this Agreement and installing and using the Software, Customer agrees to all terms and conditions set forth in the End User License Agreement(s) including those attached in Exhibit A.

2. License Fee.

Customer agrees to pay a license fee for the above-granted license, as set forth in accordance with the terms of that certain Professional Services Agreement between Company and Customer (the "License Fee"). The Professional Services Agreement sets forth a payment schedule and payment terms for the License Fee, which are incorporated into and made a part of this Agreement by this reference.

3. Other Rights and Limitations.

3.1 Transfer of Software. Customer may not rent, lease, distribute, sell, assign, pledge, sublicense, loan, timeshare, otherwise transfer, or otherwise use the Software for the commercial or other benefit of third parties, but Customer may transfer the use of the Software from Customer to a

third party on a permanent basis, provided that (i) Customer notifies Company of the transfer in advance of the transfer; (ii) Customer ceases all use of the Software and retains no copies of the Software after the transfer; and (iii) the third-party recipient expressly agrees in writing to the terms of this SLA and provides the signed SLA to Company. In the event of such a transfer, Customer agrees to pay any additional installation, set-up, or training fees arising out of the transfer of the Software to the third party (to the extent that the third party refuses or fails to pay such fees). Customer further agrees to allow Company or its representatives onto Customer's premises to ensure that Customer has ceased all use of the Software and not retained any copies of the Software.

3.2 Limitation on Reverse Engineering, Decompilation, and Disassembly. Customer may not, and may not permit any employee or third party to, reverse engineer, decompile, translate, or disassemble the Software, or otherwise determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

3.3 Other Use Restrictions. Customer may not use the Software for any purpose other than for use on Customer's own internal computer networks, as set forth in this SLA. Customer agrees to comply with all applicable laws, rules, and regulations in its use of the Software. Customer may not, and may not permit its employees or any third party to, (i) modify, translate, or create derivative works based on or derived from the Software; (ii) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Software; (iii) perform, or release the results of, benchmark tests or other comparisons of the Software with other software, media, or materials; (iv) permit the Software to be used for or in connection with processing data or other information on behalf of any third party; or (v) incorporate the Software or any portion thereof into any other materials, products, or services.

3.4 Notice to Users.

Customer shall inform all Customer employees who use the Software under the License of all terms and conditions of the SLA, and Customer acknowledges and agrees that it is responsible for all such employee usage of the Software.

In the event of any violation of this Section 3, Licensor may immediately terminate this Agreement in accordance with Section 12, and shall be entitled to injunctive relief in accordance with Section 13.9.

4. Copyright.

The Software is licensed, not sold. Customer acknowledges and agrees that Company or its suppliers own title to the Software and all present and future copyrights, trade secret rights, patent rights, trademark rights, and all other intellectual property and proprietary rights in and to the Software (including without limitation, all source and object code, algorithms, techniques, methods, images, "applets," photographs, animations, video, audio, music, text, and other content comprising and/or incorporated into the Software), accompanying printed materials, the copy of the Software that Customer is permitted to make under Section 3.4, and all updates and upgrades to and versions and derivative works of the foregoing. Customer may not copy or transfer the Software, except as expressly provided in Section 3 of this Agreement. Customer may not copy the printed materials accompanying the Software without Company's prior written approval in each instance of such proposed copying.

5. Dual-Media Software.

Customer may receive the Software in more than one medium. Regardless of the type or size of media Customer receives, Customer may use only the single medium that is appropriate for Customer's single computer. Customer may not use or install the other media on another computer. Customer may not loan, rent, lease, distribute, sell, assign, pledge, sublicense, timeshare, or otherwise transfer the media to another user or use the media for the commercial or other benefit of any third party, except as part of the permanent transfer of the Software under Section 3.1 of this Agreement.

6. Export Restrictions.

The Software is subject to the export control laws of the United States and other countries. Customer may not export or re-export the Software, unless Customer has first obtained Company's prior written permission and the appropriate United States and foreign government licenses, at Customer's sole expense. Customer must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Software. The Software may not be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of

Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Customer shall defend, indemnify and hold Company and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Customer's violation of such export control laws. Customer further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

7. Representations and Warranties; Warranty Disclaimer

7.1 Customer represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Company) or damage to Company's property during the Term of this Agreement.

7.2 Company represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Customer) or damage to Customer's property during the Term of this Agreement.

7.3 Company warrants that the Software will perform substantially in accordance with the specifications set forth in the Scope of Work to the Professional Services Agreement, for a period of one (1) year from the date of the Contract Execution, as that term is defined in the PremierPro Support and Maintenance Agreement, Exhibit A. Any changes or modifications to the Software by any person other than Company, or any combination of the Software with any other materials by any person other than Company, voids this limited warranty. This limited warranty is also void if failure of the Software results from transportation, neglect, misuse, or misapplication of the Software by any person other than Company; from any accident beyond Company's control; from use of the Software not in accordance with this Agreement or documentation provided in connection with the Software; or from Customer's failure to provide a suitable installation or use environment for the Software.

7.4 The express warranties in Section 7.2 and 7.3 set forth above are in lieu of all other warranties, express, implied or statutory, arising from or related to this agreement and the Software provided to customer hereunder, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in Section 7.2 and 7.3 of this agreement. Except for the express warranty in Section 7.3 of this Agreement, Company provides the software to customer "as is" and "as

available," and does not warrant that the Software will be uninterrupted or error free, and hereby disclaims any and all liability in connection therewith. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this limited warranty, or make any additional warranties, whether orally, in writing, or otherwise. This Section 7.4 shall be enforceable to the fullest extent permitted by applicable law.

8. Customer Remedies; Limitation of Liability.

8.1 If Customer finds what it reasonably believes to be a failure of the Software to substantially conform to the functional specifications in the Scope of Work, and provides Company with a written report that describes such failure in sufficient detail to enable Company to reproduce such failure, Company's and its suppliers' entire liability and Customer's exclusive remedy is for Company to use commercially-reasonable efforts to correct or provide a workaround for such failure at no additional charge to Customer. If, in Company's sole discretion, it provides Customer with replacement Software, the replacement Software will be warranted in accordance with the provisions of this Agreement for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS SLA AND THAT COMPANY WOULD NOT ENTER INTO THIS SLA WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

9. Network Security Disclaimer

9.1 Internet Security.

Company's Software may have the ability to connect to the Internet. The Software is designed to operate within Customer's secure network environment, and the Software does not provide any mechanism for security or privacy. Specifically, the Software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's

network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

9.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Software (if purchased by Customer pursuant to a separate support and maintenance agreement), Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

9.3 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Software in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Software, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

10. U.S. Government End Users.

10.1 The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Software is licensed to any U.S. Government end users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Company and licensor of the Software is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, Oregon 97223, USA. This Section 10.1, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

10.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of Arkansas jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

11. Support and Maintenance.

Customer may purchase support for and maintenance of the Software from Company by entering into a separate PremierPro Support and Maintenance Agreement with Company.

12. Term and Termination.

12.1 This SLA shall continue indefinitely, unless terminated earlier in accordance with this Section 12 (the "Term").

12.2 Customer may terminate this SLA at any time by returning or deleting all copies of the Software in Customer's possession and providing Company written notice that Customer has done so. Under no circumstances will Company provide a refund of paid fees to Customer.

12.3 Company may terminate this SLA, all other agreements between the parties, if any, and Customer's right to continue to use the Software hereunder, immediately upon written notice if Customer breaches a material term or condition of this SLA, including Customer's failure to pay the License Fee when due, and fails to cure such breach within sixty (60) days of being notified of the breach by Company. Upon such termination, Customer shall immediately cease all use of the Software, and Company may terminate Customer's access to the Software. Further, upon such termination, Customer must promptly return all copies of the Software and related documentation in its possession or under its control to Company and provide Company with written notice that it has done so.

12.4 Sections 4, 7.4, 8.2, 9, 12, 13 and the rights and obligations therein shall survive any termination of this SLA.

13. General Provisions.

13.1 Independent Contractor Relationship.

Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

13.2 Governing Law; Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Benton County, Arkansas.

13.3 Severability.

If any provision of this SLA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 8 will remain in effect notwithstanding the unenforceability of any provision in Section 7.

13.4 Contact Information.

Should Customer have any questions concerning this SLA, or if Customer desires to contact Selectron Technologies, Inc.

for any reason, please contact us at: Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, Oregon 97223, USA; www.stigov.com.

13.5 Notice.

All notices, consents, and other communications under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in Section 13.4 or beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever is sooner. Either party may change its address by giving notice of the new address to the other party.

13.6 Public Announcements.

Customer shall cooperate with Company so that Company may issue a press release concerning this Agreement; provided, however, Company may not release any such press release without the prior approval of Customer (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Company shall have the right to use Customer's name as a customer reference, and to use Customer's trade name on Company's customer lists.

13.7 Attorneys' Fees.

In the event of a dispute between Customer and Company concerning the Software or this SLA, the prevailing party in the litigation shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.

13.8 Confidentiality.

The Software and all related documentation and materials provided to Customer under this Agreement contain valuable trade secrets, copyrights, proprietary know-how, information, algorithms, techniques, methods, processes, and content (collectively for purposes of this Section 13.8, "Proprietary Information and Materials") that belong to Company or its suppliers, and the Proprietary Information and Materials are being made available to Customer in strict confidence. ANY USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION AND MATERIALS, OTHER THAN IN STRICT ACCORDANCE WITH THIS SLA, IS STRICTLY PROHIBITED AND IS ACTIONABLE AS A VIOLATION OF COMPANY'S AND/OR ITS SUPPLIERS' TRADE SECRETS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS, AS WELL AS A MATERIAL BREACH OF THIS AGREEMENT. The Parties recognize that the Customer is subject to the Arkansas Freedom of Information Act and may be required to release certain records pursuant to law.

13.9 Injunctive Relief.

In the event that Customer breaches any provision of Section 3, Section 4, Section 13.8, or any other material provision of this Agreement, Customer acknowledges and agrees that there can be no adequate remedy at law to compensate Company for such breach; that any such breach will allow Customer or third parties to compete unfairly with Company resulting in irreparable harm to Company that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Company shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Company may have at law, in equity, under this Agreement, or otherwise.

13.10 Waiver.

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.11 Authority.

Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

13.12 Entire Agreement.

This SLA constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This SLA may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

13.13 Counterparts.

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed: _____

Title: President

Date: _____

Address: 12323 66th Avenue

Portland, OR 97223

Customer:

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____



PremierPro Support and Maintenance Agreement

This PremierPro Support and Maintenance Agreement (this "Agreement") is entered effective as of the Service Date (as set forth in Exhibit A to this Agreement), by and between Selectron Technologies, Inc., an Oregon corporation and its successors and assigns (collectively, "Company") and the City of Bentonville, Arkansas, ("Customer").

Upon the terms and conditions of this Agreement and for the fees specified in this Agreement, Company will provide to Customer support and maintenance for the Products, as outlined below and set forth in Exhibit A to this Agreement, for the Term of the Agreement (defined below).

1. Initial Term:

The initial term of this Agreement shall commence upon Contract Execution Date (as that term is defined in Exhibit A), with respect to purchase of the Company product(s) to which this Agreement relates (the "Products"), and shall continue for a period of 12 months (the "Initial Term"). A list of the Products is attached as Exhibit A to this Agreement.

2. Renewal:

a) This Agreement will automatically renew for successive terms of one (1) year each (each, a "Renewal Term") unless either party gives written notice of non-renewal at least thirty (30) days before the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to in this Agreement as the "Term".

b) The Customer shall maintain continuous coverage of its support contracts in order to be eligible for telephone support, and other services provided hereunder. If Customer provides notice of its intent not to renew the Agreement for any given Renewal Term, under Section 2(a), and Customer later decides to reinstate support services, the Customer must pay all fees that would otherwise have been paid had this Agreement been renewed without interruption.

3. Termination:

This Agreement may be terminated by either party at any time and for any reason upon ninety (90) days' prior written notice to the other party. Upon termination of this Agreement by either party and for any reason, Customer shall immediately pay all amounts then due to Company, but Customer shall not be responsible for paying subsequent fees due for the remainder of the then-current Initial Term or Renewal Term.

4. Fees:

The Customer shall pay Company the service fee set forth in Exhibit A to this Agreement, for the support and maintenance services described in Section 5 of this Agreement (the "PremierPro Support").

5. Support and Maintenance:

The PremierPro Support includes:

- a. Telephone support for general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday)*
- b. Use of Company's toll free number for PremierPro Support inquiries
- c. On-Line technical diagnostic support
- d. Software correction updates that are made generally available to Company's customers
- e. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
- f. Development work necessary to support standard version updates to Customer's host database (i.e. land management software, utility billing software) and back-end database. This requires two (2) weeks' notice prior to planned system update in order to accommodate scheduling of resources. Please contact support@STIgov.com to schedule.
- g. Quarterly Proactive System Review. Company will perform, on a quarterly basis, the following system diagnostics and create a history file and notify the primary Customer contact with the results of these actions:
 1. Assess the current machine resources including memory, processor, and disk-space utilization
 2. Examine log files including error logs to identify any anomalous entries
 3. Apply current validated software updates to the operating system, device drivers, and database server software.
- h. 'Out-of-cycle' critical updates. Updates that meet these criteria are intended to cure failures that might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

*Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate, with a two hour minimum charge.

6. Support Services:

This Agreement does not include, and the fee set forth in Exhibit A to this Agreement does not cover, support services relating to the following items:

- a) Any support or maintenance services relating to Products that have been altered or modified by anyone other than Company or a third party on Company's behalf.
- b) Hardware replacement or software errors as a result of causes beyond Company's reasonable control.
- c) Version upgrades of host or backend database software.
- d) Direct support for the required application program interface either purchased or procured as part of the integrated solution.
- e) Enhancements, replacements, or modifications to current Product versions performed at the Customer's request and not intended to resolve a product failure.
- f) Services, support, and configuration of passive fail-over server (unless expressly purchased and listed in Exhibit A to this Agreement).

Upon Customer's request, Company may, in its discretion, agree to provide one or more of the above-listed services in this Section 6, at Company's then-current published hourly rates or for a fixed fee. If Customer's payments under this Agreement for PremierPro Support provided under Section 5 are current upon Customer's request for services described in this Section 6, and Company agrees to provide services described in this Section 6, Customer will receive preferred rates for both standard and after-hours services.

7. Hardware Maintenance:

Company, at its sole discretion, may use new or refurbished parts for the repair of any Company-provided hardware in connection with performance of PremierPro Support or services provided under Section 6 of this Agreement.

8. Customer Preventative Maintenance:

Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide, which may be updated from time to time by Company. Notwithstanding anything to the contrary in this Agreement, if Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed for the support call and the services required to service the Product, at Company's then-current hourly rate.

9. Response Times:

Non-emergency support calls will be responded to within one (1) business day, however most calls are handled within two (2) hours of receipt. For PremierPro Support calls made during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call

support staff for response within four (4) hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

10. Customer Contacts:

Three (3) customer support contacts are allowed. Additional contacts may be added at any time for an additional \$500.00 per contact per Initial Term or then-current Renewal Term. Only Customer's customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A to this Agreement. Customer may change its customer support contacts upon thirty (30) days' written notice to Company.

11. Representations and Warranties; Warranty Disclaimer:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PREMIERPRO SUPPORT SERVICES AND OTHER SERVICES PROVIDED HEREUNDER, AND ALL ASSOCIATED PRODUCTS, ARE PROVIDED TO CUSTOMER "AS IS" AND AS AVAILABLE, AND COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this warranty disclaimer, or to make any warranties, whether orally, in writing, or otherwise.

12. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE PRODUCTS, AND/OR THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, AND THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

13. Network Security Disclaimer:

13.1 Internet Security.

Company's Products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment, and the software does not provide any mechanism for security or privacy. Specifically, the software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

13.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Products, Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

13.3 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Products in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the

Products, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

14. Government Contracts:

14.1 In the event that Company shall perform Services under this Agreement in connection with any government contract or in which Customer may be the prime contractor or subcontractor for a government contract, Company agrees to abide by all laws, rules, and regulations relating to said government contract; provided that Customer provides a copy of the contract to Company prior to execution of this Agreement.

14.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of Arkansas jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

15. Severability:

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 12 will remain in effect notwithstanding the unenforceability of any provision in Section 11.

16. Force Majeure:

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is

caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay, to mitigate the harm or damage caused by such delay, and to resume performance as soon as possible.

17. Independent Contractor Relationship:

Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

18. Governing Law; Jurisdiction:

This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Benton County, Arkansas.

19. Notice:

All notices, consents, and other communications under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever is sooner. Either party may change its address by giving notice of the new address to the other party.

20. Attorney's Fees:

In the event of a dispute between Customer and Company concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.

21. Survival.

Sections 3, 11.3, 12, 13-24 and the rights and obligations therein will survive expiration or early termination of this Agreement.

22. Waiver:

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

23. Authority:

Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

24. Entire Agreement:

This Agreement and the attached Exhibit(s), which are incorporated into and made a part of this Agreement by this reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

25. Counterparts:

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed: _____

Title: President

Date: _____

Address: 12323 SW 66th Avenue

Portland, OR 97223

Customer:

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____

EXHIBIT A

Pricing

Future Service Fee Estimates (for Renewal Terms following the Initial Term of this Agreement):

Item	Dates covered	Amount	Payment Due Date
Relay Utility Pack	October 1, 2015 to September 30, 2016	Included	Included
Relay Utility Pack	October 1, 2016 to September 30, 2017	\$9,500.00	September 15, 2016
Relay Utility Pack	October 1, 2017 to September 30, 2018	\$9,975.00	September 15, 2017
Relay Utility Pack	October 1, 2018 to September 30, 2019	\$10,470.00	September 15, 2018
Relay Utility Pack	October 1, 2019 to September 30, 2020	\$10,995.00	September 15, 2019
Relay Utility Pack	October 1, 2020 to September 30, 2021	\$11,545.00	September 15, 2020

Notes:

- Contract Execution Date is defined as the earlier of the Customer document signature date or Customer Purchase Order date for purchased product. If no dates are identified by Customer, Company signature date will then be identified as the effective date.
- The above coverage dates will be adjusted to reflect actual Contract Execution Date.
- Future service fee amounts in the table above for Renewal Terms are estimates, which may be increased or decreased. The future service fee estimates do not include increases to reflect additional functionality purchased.
- Future service fee estimates for Renewal Terms are not a guarantee that Company will agree to automatic renewal of this Agreement, and future service fee estimates shall not affect Company's right to provide notice of non-renewal under Section 2 of the Agreement.

Products and Licenses for which Company will Provide PremierPro Support

RELAY APPLICATION PACKS

Quantity	Item
BASE APPLICATION PACKS	
1	Utility Pack
APPLICATION ADD ONS	
1	Information Add On(s)

CHANNEL LICENSES

Quantity	Item
PRODUCTION LICENSES	
4	IVR Channel License (per port)

Quantity	Components
1	Client Provided Virtual Machine Setup

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Email: _____ Telephone: _____

Contact: _____ Email: _____ Telephone: _____

Contact: _____ Email: _____ Telephone: _____

Group Email for all three contacts: _____

SUNGARD® PUBLIC SECTOR

Add-On Quote

Quote Prepared By:

Lynn Whidden
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (407) 304-3168 Fax: (407) 641-8998
Email: lynn.whidden@sungardps.com

Quote Prepared For:

Jonathan Rogers
Bentonville, AR
117 West Central
Bentonville, AR 72712
(479) 271-5911

Quote Q-00012650 Date 09/09/2015 Valid Until 12/08/2015

License Fees

Third Party Product Code	Product Name	Quantity	Ext Price	Total	Maintenance
WB	Web Enablement	1	3,250.00	3,250.00	520.00
		Totals:	\$3,250.00	\$3,250.00	\$520.00
Annual Subscription Fees					
eGovernment Product Code FUSION-P	Product Name SunGard Public Sector Fusion Proprietary	Quantity 1	Ext Price 3,500.00	Total 3,500.00	
		Totals:	\$3,500.00	\$3,500.00	
SunGard Products and Services					
				Annual Subscription Fees:	\$3,500.00
Third Party Products and Services					
				Third Party License Fees:	\$3,250.00
				Maintenance:	\$520.00
				Quote Total:	\$6,750.00

Comments:

This quote for Fusion is priced with the caveat client owns C2G. Pricing will remain in effect if clients owns either C2G or TRAKIT Citizen facing software. Should client cancel C2G and does not own TRAKIT Citizen facing software for community development, the price will increase to \$12,000 per year in annual subscription fees.

Payment terms as follows, unless otherwise noted below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Conversion, Custom Modification, Third Party Product Software and Hardware Fees are due upon execution

Confidential

of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

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Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Bentonville, AR

Authorized Signature: _____

Date: _____

Printed Name: _____

Confidential

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
SELECTRON TECHNOLOGIES INC.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Selectron Technologies Inc. for an Interactive Voice Response System to interface with the City's utility billing system, as set forth in the agreement attached hereto as Exhibit "A".

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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Request Council authorize the Mayor and Clerk to enter into an agreement with Invoice Cloud for online bill presentment and payment processing.

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	\$ -

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



Save Money & Improve Service



Electronic Bill Presentment & Payment (EBPP) is the most effective way of presenting customers with their statement while providing a convenient way to pay and track their bills. Because paper is no longer needed, printing and postage costs are greatly reduced or eliminated.

Multi-Functionality in One Easy-to-Use Interface

- ✓ Online Bill Presentment and Notification
- ✓ Major Credit/Debit Card Processing
- ✓ Electronic Check Processing (ACH)
- ✓ Customer Communications Platform
- ✓ Automated Paperless Enrollment & Print Program
- ✓ Recurring Automatic Payments
- ✓ One Time & Scheduled Payments
- ✓ Customer Account Management Center
- ✓ Integration with Billing Software
- ✓ Automated Deposit of Checks from Online Bank Sites
- ✓ Over the Counter (POS) Payment Acceptance
- ✓ Check 21 - Paper Check Conversion



Powered By
InvoiceCloud

Flexibility & Customization for Better Customer Communication

- Email Notifications**
 Customers receive an email written by you and branded with your logo notifying them that their bill is ready to be paid. They can then click to view and/or pay the bill online or print it if needed.
- Easy Payment Options**
 Allow customers to pay with credit/debit cards, e-checks, or ACH from a checking or savings account. Registration is not required. Offer optional enrollment for scheduled and recurring payments.
- Customized Payer Portal**
 Customers feel comfortable with a bill portal that looks like your website and is easy-to-use. You control the appearance of your online payer portal.

Online Bill Presentment
+
Customer Communication



Self-Service
Paperless
Program



Use branded Cloud technology to lower billing costs, improve customer communications and speed up collections.



Invoice Cloud Services

- **Secure Electronic Payments for Utilities and Municipalities** - The Invoice Cloud service is designed to process utility and municipal payments and is PCI (Payment Card Industry) Compliant. Customers do not enter payment information on Biller's systems so billers do not need to store payment card or bank account data which alleviates their burden of Visa/MasterCard compliance. The service includes integrated merchant services for all major credit cards and e-checks.
- **Online Bill Presentment** - Invoice Cloud was designed to present bills online and replace paper billing. The easy-to-use, intuitive design promotes going paperless at every level. The Biller Portal offers extensive data management.
- **IC Online Bank Direct™** - eliminate paper checks issued by online banking sites. Electronic deposit reduces the manual process of comparing names and payment amounts to outstanding invoices, saving staff time and effort.
- **IC Card Pay™** - accept credit cards at the front desk with integrated card swipe devices. Stops miss-keyed payment information, handles convenience fees for tax payments, is PCI Compliant and plugs into USB port.
- **IC Cloud Store™** - accept payments for non-invoiced services like birth certificates, licenses, building permits, or activity programs.
- **IC Cloud Pay™** - accept payments at checkout for various services that customers select from off the shelf billing software products. For example, school lunch programs, parks and recreation, and parking ticket software.
- **IC Check 21™** - convert paper checks and deposits into electronic payments providing the same real-time data and reporting as online payments. Accelerates collections and returns (1-2 days) and is bank independent.

All Communications Look Like You

Online

Self

Service

Finally

Email Notification

Billers branded, easy to read emails are delivered for each bill uploaded. Including alerts (up to 14 fully customizable messages) and receipts.



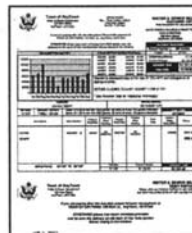
Collections

Simple to follow screens collect payment data which is then double encrypted. Service supports convenience fee model and multi-invoice bills.



Bill Access

Billers and customers have access to print-ready PDF's that are identical to the current paper bill and archived for 18 months.



Payment Tracking

Both billers and customers can easily access payment history through a searchable database. Billers have access to multiple reporting features.



www.SelectronTechnologies.com • (503) 443-1400 or (888) 784-6693
Selectron Technologies, Inc., 7405 SW Tech Center Dr, Suite 140, Portland, OR 97223

 **Selectron**
VOICE • WEB • MOBILE

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as

Billers Agreement

Rev 2.1.1

The complete Billers Agreement includes the Biller Order Form, the Online Terms and Conditions and this Agreement - City of Bentonville

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Billers Agreement

expressly authorized in this Agreement or otherwise required by applicable law. The parties recognize that the City of Bentonville is subject to the Arkansas Freedom of Information Act and may be required to release certain records pursuant to law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

6. Term and Termination. The initial term of this Agreement shall be for a period of three (3) years ("Initial Term") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that. Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting

Billers Agreement

such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Biller's or its authorized users' use of the Service.

11. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

12. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

13. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

14. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

15. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and One Million (\$1,000,000) general aggregate.
- b. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- c. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

16. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

17. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law

Biller Agreement

provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions and are agreed to by Invoice Cloud and the Biller.



Bill Order Form ver. 2.8

Sales Information			
IC Sales Rep:	Jason Baker	Sales Partner:	Selectron
Software Partner:			

Products & Services			
Products:	☒ EBPP	☐ Cloud Store	☐ Cloud Pay
Services:	☒ Visa/MasterCard/Discover	☐ American Express	☒ ACH/EFT
	☒ IVR	☐ OBD	☐ Kiosk

Biller Information			
Ownership Type:	Government		
Legal Name:	City of Bentonville, Arkansas		
Address 1:	117 West Central Ave		
Address 2:			
City:	Bentonville	State:	AR
Zip:	72712		
Phone#:	479-271-3100	Fax #:	479-271-1
Website URL:	http://www.bentonville.com/		
Business Open Date:	1897		
Federal Tax ID#:	71-6000642		
Note: Federal Tax ID and Legal Name must match on all documents.			

Biller Contacts			
Implementation:	gwilson@bentonville.com		
Phone Number:	479-271-3100	Ext.	
Email Address:			
Technical Support:	Same		
Phone Number:		Ext.	
Email Address:			
Marketing:	Same		
Phone Number:		Ext.	
Email Address:			
Note: Signer must sign ALL documents.			

Signatory Contact:			
Signatory Contact:	Robert McCaslin		
Title:	Mayor		
Phone Number:	479-271-3100	Ext.	
Email Address:	bmccaslin@bentonville.com		

Notes/Special Handling

Biller Fees			
New Biller Implementation:	\$	x	
Biller Portal Access:	\$	50.00	Monthly
Additional User(s):	\$	x	Choose an item.
Online Bank Direct Access:	\$	x	Choose an item.
Go Mobile Gateway	\$	x	Choose an item.
Invoice Presentment:	\$	x	Monthly
Paperless Presentment:	\$	.20	Per Item
IC Payment - Credit Card:	\$	.55	Per Item
IC Payment - EFT/ACH:	\$	x	Per Item
Online Bank Direct:	\$	x	Per Item
Harris Go Mobile:	\$	x	Per Item
EFT/ACH Reject:	\$	10.00	Per Item
Charge Back:	\$	15.00	Per Item

Biller Bank (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)			
Name of Checking Account (As it appears on check or Bank Letter):			
Bank Name:	Arvest Bank	Address:	201 NE ST. Bentonville, AR 72712
Phone:	866-952-9523		
Depository	Routing#:	Account#:	
Your invoice payment collections will be electronically deposited into this account.			
Fees	Routing#:	Account#:	
Invoice and payment processing fees will be electronically deducted from this account.			



Biller Order Form ver. 2.8

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days' notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the terms and conditions of the Biller Agreement, attached hereto, as well as the terms and conditions at www.invoicecloud.com/termsandconditions, all of which is incorporated herein by reference (2) certifies to Invoice Cloud that he/she is authorized to sign this Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Biller Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Biller Order Form changes. The terms and conditions and this Biller Order Form, the Biller Agreement and the terms and conditions at www.invoicecloud.com/termsandconditions constitute the entire integrated Biller Agreement by and between Biller and Invoice Cloud. If any provision of this agreement hereunder is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect, and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency
- D. The Biller Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day: _____

Accepted by biller:

X

Corporate Officer

Robert McCaslin

Printed Name

Mayor

Title

Accepted by Invoice Cloud:

X

Bob Lapides

Printed Name

Title

Invoice Parameters

Invoice Type:	Electric, Water, Sewer and Trash service		Date:	9/25/2015	
<i>Invoicing Parameters sheet must be completed for each invoice type.</i>					
Billor Software:	SunGard HTE		Pricing Model	Non-Submitter	
Payment Methods:	☒ Visa ☒ MasterCard ☒ Discover ☐ Amex ☒ EFT/ACH				
Services & Products:	☒ EBPP ☐ Cloud Store ☐ Cloud Pay ☐ OBD ☒ IVR ☐ Kiosk				
Billing Details					
Billing Frequency:	Monthly		Number of Bills:	23,000	
Number of Cycles:	12		Number of Installments:	4	
Average Invoice Amount:	260.00		Highest Invoice Amount:	\$ 900.00	
Billing Months (please select the applicable months below):					
☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sept ☐ Oct ☐ Nov ☐ Dec ☒ All					
Printed Bills					
Bill Mailing Dates:	☒ 1 st - 10 th ☐ 11 th - 20 th ☐ 21 st - 31 st				
Who will provide images of bills?	☐ Biller ☐ Template ☒ Bill Print Vendor (please complete below)				
Bill Print Vendor:	IN HOUSE		Contact:		
			Phone No:		
Hardware					
Hardware:	Choose an item.	QTY	Choose an item.	Provided by:	☐ Sales Rep ☐ Operations
Per Unit Price:	\$		Shipping Address: (if different than location address)		
Total Due:	\$				
Services Fees					
<i>Select from the below to indicate if the service fee will be paid by the Payer or if Biller will absorb fee.</i>					
Item	Paid by payer		Item	Paid by Biller	
☐ Credit Card:	% with \$	Minimum	☒ Credit Card:	Interchange, fees, dues assessments + Authorization \$.20 + % BP	
☐ EFT/ACH:	\$	per item	☒ EFT/ACH:	\$	.75 per item
☐ Flex Pay ACH:	\$	per item	☐ Flex Pay ACH:	\$	per item
Utility Invoice Type					
Item	Paid by payer		Item	Paid by Biller	
☐ Credit Card:	% with \$	Minimum (Without Visa Acceptance)	☒ Credit Card:	Interchange, fees, dues assessments + Authorization \$ + % BP	
☐ EFT/ACH:	\$	Per item	☒ EFT/ACH:	\$	Per Item
Utility Flat Rate (Flat Rate for Utilities credit cards must be paid by payer)					
☐ Credit Card	Service Fee:	\$	Max Cap for Credit Cards:		\$
☐ EFT/ACH:	Service Fee:	\$	☐ Paid by payer	☐ Paid by Biller	
Interactive Voice Response - IVR					
IVR Vendor:					
☐ Paid by payer	Service Fee + \$		☐ Paid by Biller	\$	per item surcharge
Notes/Special Handling :					
No additional IVR charge. Premise based solution through Selection.					
Billor Requested Go Live Date:			3/1/2016		
Requested by:			Gary		
<i>Please note the above requested date is not guaranteed. The implementation time frame is not guaranteed subject to change and delays to workload, systems/data requirements, biller cooperation and other factors.</i>					

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
INVOICE CLOUD.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Invoice Cloud for online bill presentment and payment processing to interface with the City's utility billing system, as set forth in the agreement attached hereto as Exhibit "A".

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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Request Council authorize the Mayor and Clerk to enter into an agreement with Sage Payment Solutions for Credit/Debit Card and Virtual Check processing for Selectron IVR and Invoice Cloud Web Presentment.

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	\$ -

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



TERMS AND CONDITIONS OF MERCHANT AGREEMENT

These are the Terms and Conditions of Merchant Agreement referred to in the Merchant Processing Application ("Application") by and between Sage Payment Solutions, Inc. ("SPS"), BMO Harris N.A. ("Bank"), and the applicant ("Merchant") who has submitted the executed Application.

ARTICLE I - ADDITIONAL DEFINITIONS

- 1.01 "Account" means a bank account maintained by Merchant as set forth in Section 6.10 for the crediting of collected funds and the debiting of fees and charges pursuant to this Agreement.
- 1.02 "ACH" means the Automated Clearing House paperless entry system operated by the Federal Reserve.
- 1.03 "Agreement" means the Application including the Schedule of Fees, these Terms and Conditions of Merchant Agreement with all exhibits and attachments, and any supplementary documents indicated herein, as amended from time to time, all of which constitute the Agreement.
- 1.04 "American Express" means American Express Travel Related Services Company, Inc.
- 1.05 "American Express Merchant Operating Guide" means the rules and regulations available at www.americanexpress.com/merchantsguide (or any successor or replacement website), as they may be amended from time to time by American Express.
- 1.06 "Authorization" means a computerized function or a direct phone call to a designated number to obtain credit approval for individual Transactions from the Card Issuer.
- 1.07 "Card" means any account or evidence of an account issued to a Cardholder under license from a Payment Brand, any or representative or member of a Payment Brand, that Merchant accepts as payment from Cardholders for goods or services. Cards include, but are not limited to, credit and debit/check cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts and any other payment instrument with an embedded microcomputer EMV chip.
- 1.08 "Cardholder" (also referred to as "Card Member" in some Payment Brand materials) means the person whose name is embossed upon the face of the Card and who purports to be the person in whose name the Card is issued.
- 1.09 "Card Issuer" means the financial institution or company, which has provided a Card to the Cardholder.
- 1.10 "Chargeback" means the procedure by which, and the value of, a Sales Draft (or disputed portion thereof) returned to Bank by a Card Issuer.
- 1.11 "Credit Voucher" means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.
- 1.12 "Debit Card" means a plastic card used to initiate a debit Transaction, used primarily to purchase goods or services and obtain cash, for which the Cardholder's bank account is debited by the issuer.
- 1.13 "Discount Fee" means a fee charged on all Transactions that is payable by Merchant to SPS for processing Merchant's Transactions.
- 1.14 "Discover" means DFS Services, LLC.
- 1.15 "EMV" means Europay, MasterCard and Visa.
- 1.16 "Imprint" means: (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprintor, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically printing a Sales Draft.
- 1.17 "MasterCard" means MasterCard International Incorporated.
- 1.18 "Payment Brand" means any payment method accepted by SPS for processing, including, without limitation, Visa, MasterCard, Discover, American Express and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers.
- 1.19 "PCI DSS" means the Payment Card Industry Data Security Standards available at <http://www.pcisecuritystandards.org>, as amended from time to time.
- 1.20 "Reserve Account" has the meaning set forth in Section 6.06.
- 1.21 "Rules" means the rules, regulations, and other requirements of any Payment Brand or related authority, including, without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association, as amended from time to time. "Rules" includes without limitation the Visa USA, Inc. Operating Regulations, Visa International Operating Regulations, MasterCard Rules, Discover Operating Regulations, and the American Express Merchant Operating Guide. Capitalized terms not defined herein shall have the meanings set forth in the Rules.
- 1.22 "Sales Draft" means the paper form approved in advance by SPS, whether such form is electronically or manually imprinted, evidencing a sale Transaction.
- 1.23 "Transaction" means any retail sale of goods or services, or credit for such, from Merchant for which the customer makes payment through the use of any Card and which is presented to Bank for collection.
- 1.24 "Visa" means Visa Inc.
- 1.25 "Voice Authorization" means a direct phone call to a designated number to obtain credit approval on a Transaction.

ARTICLE II - MERCHANT REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

- 2.01 Honoring Cards.** (a) Merchant will accept, without discrimination, all valid Cards properly presented for payment for bona fide, legitimate business transactions arising out of Merchant's usual trade or business and for Transactions originated by Merchant; (b) U.S. retailers may require a minimum purchase amount on credit card Transactions. The minimum purchase amount must not exceed \$10.00 (ten dollars) and does not apply to transactions made with a Debit Card. Maximum transactions amounts may be established by Federal agencies and institutions of higher learning; (c) Merchant shall not require any Cardholder to pay any part of any fee imposed upon Merchant by this Agreement, whether through any increase in price or otherwise require a customer presenting a Card to pay any charge as a condition of sale that is not also required from a customer paying cash. However, Merchant may offer discounts to customers for cash purchases. Merchant may also charge a service fee on Transactions if Merchant charges a service fee: (i) for all payment methods (check, credit card, etc.) or (ii) for a specific payment mode (telephone) and not for other payment modes (face-to-face); (d) Merchant shall not accept a Card as payment (other than to the extent permitted by this Agreement), if the person seeking to use the Card does not present the Card to permit Merchant to examine it and obtain an Imprint or otherwise use the physical Card to complete the Transaction. Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Merchant's Card or the Card of any other party. Merchant agrees that any such deposit shall be grounds for immediate termination. Merchant shall not obtain under any circumstance Authorization for, nor process a sale on, any Card that Merchant is authorized to use. Processing Merchant's own Card is grounds for immediate termination.
- 2.02 Card Acceptance.** When accepting a Card for a face-to-face Transaction, Merchant will follow the steps provided by Bank and SPS, and will: (a) Examine the Card for the Cardholder's signature and if the Card is not signed, request identification to confirm that the Cardholder is the person he/she purports to be and determine in good faith and to the best of its ability that the Card is valid on its face; (b) Check the effective date (if any) and the expiration date of the Card, examine any card security features (such as a hologram) included on the Card; and (c) Obtain Authorization before completing any Transaction (where Authorization is obtained, Merchant will be deemed to warrant the true identity of the customer as the Cardholder); (d) Unless the Sales Draft is electronically generated or is the result of an Internet, mail, telephone or preauthorized order, obtain an Imprint of the Card; (e) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (f) As required by the Rules, obtain the Cardholder's signature on the Sales Draft and compare that signature to the signature on the Card; (g) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (h) Provide the Sales Draft to the Cardholder following the purchase; and (i) Legibly reproduce the Cardholder's name, account number, expiration date, and the Merchant's name and place of business if that information is not legibly imprinted on the Sales Draft. In addition, for MasterCard Transactions, Merchant will legibly reproduce the name of the Card Issuer as it appears on the face of the Card. Each Sales Draft presented to Bank for collection shall be genuine and will not be the result of any fraudulent Transaction or telemarketing sale and shall not be deposited on behalf of any business other than Merchant.
- 2.03 Authorization.** (a) Merchant will obtain a prior Authorization for all Card sales. If Merchant cannot, for any reason, obtain an electronic Authorization, Merchant will request a Voice Authorization from the designated authorization center, and will legibly print the authorization number on the Sales Draft;

(b) Merchant will not obtain or attempt to obtain Authorization unless Merchant intends to submit a Transaction for the authorized amount; (c) Merchant will not divide a single Transaction between two or more Sales Drafts or two or more Cards; (d) Merchant will not attempt to obtain Authorization on an expired Card; (e) Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale, that an Authorization is not a guarantee of payment, and that an Authorization will not waive any provision of this Agreement or otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card. Receiving an Authorization shall not relieve the Merchant of liability for Chargeback on any Transaction; (f) Transactions will be deemed invalid on Cards that are expired, whether or not an Authorization has been obtained; (g) If Authorization is granted, Merchant shall print the Authorization number, or ensure that it appears legibly in the appropriate location on the Sales Draft; and (h) If Authorization is denied, Merchant shall not complete the Transaction and shall follow any instructions from the authorization center; (i) Merchant shall not obtain or attempt to obtain Authorization for a Transaction that it knows or should have known to be either fraudulent or not authorized by the Cardholder.

2.04 Retention and Retrieval of Cards. (a) Merchant shall use its best efforts, by reasonable and peaceful means, to retain or recover a Card upon receiving such instructions when making a request for Authorization or if Merchant has reasonable grounds to believe that the Card is counterfeit, fraudulent or stolen; (b) The obligation of Merchant imposed by this Section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property and Merchant will hold Bank and SPS harmless from any claim arising from any injury to person or property, or other breach of the peace in connection with the retention or recovery of a Card.

2.05 Compliance with Law; Payment Card Industry Data Security Standards; Non-Disclosure and Storage of Cardholder and Transaction Information Requirements. (a) Merchant confirms that it is, and shall be, in full compliance during the term of this Agreement with all laws, statutes and federal and/or state regulations, as well as the Rules as may be applicable to Merchant, its business and any Transaction. (b) Internet Merchants shall, at a minimum, include the following information and processes on their Internet sites, (i) prominent display of Merchant's name as "merchant" and as the name that will appear on the Cardholder statement, (ii) a complete description of goods or services offered; (iii) delivery standards including method and time for delivery; (iv) terms and conditions of purchase, and export or legal descriptions; (v) return/refund policy described in reasonable detail; (vi) opportunity to view and confirm order before order submission; (vii) secure method for payment data transmission; (viii) currency of transaction provided (USD); (ix) disclosure of Merchant's outlets to country of origin; (x) display of card association or payment network logos; (xi) clear disclosure of Merchant's privacy policy; (xii) alternate Merchant contact info options; and (xiii) display of web hosting company contact information; (c) Merchant hereby certifies that it (and any outside agent or contractor that it may utilize to submit Transactions to SPS) complies and will comply with the PCI DSS and Merchant hereby agrees to pay any fines and penalties that may be assessed by a Payment Brand as a result of Merchant's noncompliance with the requirements of PCI DSS), any data breaches, or by its failure to accurately validate its compliance. Merchant will review and monitor the PCI DSS and other related Rules in order to determine the timeframes and mandates for compliance under PCI DSS. The foregoing is an ongoing obligation during the term of this Agreement and as this Agreement may be renewed. Merchant acknowledges and understands that Merchant may be prohibited from participating in Payment Brand programs if it is determined that Merchant is non-compliant. The following lists certain (but not all) of the current PCI DSS requirements, all of which Merchant shall comply with, if applicable: (i) install and maintain a working network firewall to protect data accessible via the Internet; (ii) keep security patches up-to-date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data to business "need to know;" (vii) assign a unique ID to each person with computer access to data; (viii) do not use vendor supplied defaults for system passwords and other security parameters; (ix) track access data by unique ID; (x) maintain a policy that addresses information security for employees and contractors; and (xi) restrict physical access to Cardholder information. Merchant shall notify SPS if it utilizes any third party that provides payment related services, directly or indirectly and/or stores, transmits, or processes Cardholder data and Merchant is responsible ensuring compliance of any such third parties with PCI DSS. (d) To the extent Merchant is required under the Rules, or Merchant otherwise elects, to utilize EMV chip-capable terminals, all EMV chip-capable terminals used by Merchant must appear on the EMV co-approved terminal list maintained by the Payment Brands. (e) In the event of the failure, including bankruptcy, insolvency, or other suspension of Merchant's business operations, Merchant shall not sell, transfer, or disclose any materials that contain Cardholder account numbers, personal information, or other Transaction information to third parties. Merchant and/or its agent shall either return this information to SPS or provide SPS with acceptable proof of destruction of this information. (f) If Merchant is undergoing a forensic investigation regarding PCI DSS compliance at the time Merchant executes this Agreement, then Merchant shall fully cooperate with the investigation until completed. SPS warrants that it complies with the applicable required PCI DSS regulations and that SPS is a PCI DSS Validated Service Provider.

2.06 Returns and Adjustments. (a) Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered shall be established and posted in accordance with the Rules. If applicable, Merchant agrees to disclose to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged for similar merchandise and of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, charges, or other noncredit terms); (b) Such disclosures must be made on all copies of Sales Drafts in letters approximately 1/4 inches high in close proximity to the space provided for the Cardholder's signature on the Sales Draft and issued at the time of sale; (c) If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. Merchant shall not refund cash to a Cardholder who paid for the item by Card; (d) Credits must be made to the same Card account number on which the original sale Transaction was processed.

2.07 Merchant's Business. (a) Merchant shall provide Bank and SPS with immediate notice of its intent to (i) transfer or sell any substantial part of its total assets, or liquidate; (ii) change the basic nature of its business, including selling any products or services not related to its current business; (iii) change fifty percent (50%) or more of the ownership or transfer control of its business; (iv) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant's business; or (v) alter in any way Merchant's approved monthly volume and average ticket; (b) Failure to provide notice as required above may be deemed a material breach and shall be sufficient grounds for termination of this Agreement, or, at SPS's option may result in SPS amending the terms of this Agreement, holding funds and/or altering the Merchant funding schedule if SPS and Bank deem it necessary to protect against financial loss. If any of the changes listed above occur, Bank and SPS shall have the option to amend the terms of this Agreement or immediately terminate this Agreement; (c) Merchant will immediately notify SPS, with a copy to Bank, of any bankruptcy, receivership, insolvency or similar action initiated by or against Merchant or any of its principals. Merchant will include Bank and SPS on the list of creditors filed with the Bankruptcy Court, whether or not a claim exists at the time of filing; (d) Merchant must notify SPS, with a copy to Bank, in writing of any changes to the information in the Application, including but not limited to: a change to Merchant's financial condition (within 3 days), any additional location or new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and the manner in which sales are completed. Merchant must also notify SPS in writing, with a copy to Bank, if Merchant sells or closes its business. Except for a change to the financial condition, SPS and Bank must receive all such notices 7 days prior to the change and otherwise upon request from SPS. Merchant is liable to SPS and Bank for all losses and expenses incurred by SPS and Bank arising out of Merchant's failure to report changes. SPS and Bank may immediately terminate this Agreement upon a change to the information in the Application, whether SPS and Bank independently discover such change or whether Merchant notifies SPS and Bank of such change.

2.08 Advertising. (a) Merchant will prominently display the promotional materials provided by Bank and SPS in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logotype ("Marks") associated with Card(s) shall be limited to informing the public that Card(s) will be accepted at Merchant's place(s) of business. Merchant's use of promotional materials and Marks is subject to the direction of Bank and SPS and must be utilized in accordance with the Rules; (b) Merchant may use promotional materials and Marks during the term of this Agreement and shall immediately cease use and return any inventory to Bank or SPS upon any termination thereof; (c) Merchant shall not use any promotional materials or Marks associated with any Payment Brand in any way which implies that the Payment Brand endorses any goods or services other than Card services and Merchant shall not refer to any Payment Brand in stating eligibility for Merchant's products or services. Merchant's rights to use the Marks shall terminate with termination of this Agreement and Merchant will cease all use of the Marks upon notification by the applicable Card

association to discontinue use. Merchant shall be fully liable to Bank and/or SPS for any and all loss, cost and expenses suffered or incurred by Bank and/or SPS, arising out of failure to return or destroy such materials following termination or Merchant's misuse of the Marks. If Merchant is a "Direct Mail Cardholder Solicitation Merchant," then Merchant acknowledges that the trademark "MasterCard" and the corresponding logotype are the property of MasterCard International Incorporated (herein, "the Corporation"). Merchant shall not infringe upon the mark or logo, nor otherwise use the mark or logo in such a manner as to create the impression that Merchant's products or services are sponsored, produced, affiliated with, offered, or sold by this Corporation. Merchant shall not use the mark or logo on its stationery, letterhead, envelopes, or the like nor in its solicitation; provided, however, that Merchant may use one of the mark or logo in close proximity to the payment or enrollment space in the solicitation in a size not to exceed 1 1/4 inches in horizontal length if a logo is employed, or, if a mark is used, in type not to exceed the size of the type used in the major portion of the text on the same page; provided further that the legend, "Accepted for Payment" must accompany the mark or logo used and must be the equivalent size of the mark or logo. In no case, however, shall Merchant use any of the logo on the front or first page of its solicitation. One truthful statement that Merchant is directing or limiting its offer to MasterCard cardholders may appear in the body of the solicitation, other than in close proximity to the payment or enrollment space, subject to the limitation that: (i) only the word mark may be used; (ii) the word mark may not (1) exceed in type size the size of any other type on the same page, (2) differ in color from the type used in the text (as differentiated from the titles) on the same page, (3) be as large or as prominent as the name of Merchant, (4) be the first item appearing on any page, nor (5) in any other way be the most prominent element of the page; (iii) Merchant's name and/or logo must appear prominently on the same page as the mark; and (iv) the following disclaimer must appear in close proximity to the mark on the same page and in an equal size and type of print: "MasterCard International Incorporated is not affiliated in any way with Merchant and has not endorsed or sponsored this offer." Merchant further agrees to submit its first direct mail solicitation(s), prior to mailing, to the MasterCard Law Department, to be reviewed only for compliance with this Corporation's trademark rules and shall furthermore not distribute in any manner such solicitations until Merchant shall have obtained the Corporation's written approval of the manner in which it uses MasterCard mark and logo on such solicitations. Merchant shall likewise, upon request, submit to the Corporation any amended solicitations prior to mailing.

2.09 Representations and Warranties of Merchant. Merchant represents and warrants to Bank and SPS at the time of execution and during the term of this Agreement that: (a) All information contained in the Application or any other documents delivered to Bank and/or SPS in connection therewith is true and complete and properly reflects Merchant's business, financial condition and principal partners, owners or officers; (b) Merchant has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Merchant is subject; (c) Merchant has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (d) There is no action, suit or proceeding now pending or to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (e) Merchant has performed and will perform all of its obligations to the Cardholder in connection with the Transaction evidenced by each Sales Draft; (f) Unless Merchant notifies SPS in writing (either on the Application or otherwise), no other processing relationship exists between Merchant and another bankcard processing institution, for this, or any other business run or owned by Merchant; (g) With respect to all Transactions that Merchant requests SPS and Bank to originate, Merchant continuously represents and warrants to Bank and SPS that: (i) Each Cardholder has authorized the debiting and/or crediting of its account; (ii) Each entry is for an amount the Cardholder has agreed to; and (iii) Each entry is in all other respects properly authorized; and (h) Merchant will not sell, purchase, provide or exchange any Cardholder's account name or number information in any form to any third party except to Bank or to SPS or pursuant to written government request, and then only upon prior notice to SPS given in sufficient time to permit SPS to file a protective motion.

2.10 Merchant Processing. Merchant will tender to SPS for processing all of Merchant's Transactions from all Merchant locations. Merchant will not use the services of any bank, corporation, or person other than SPS for Authorization or processing of Transactions during the term of this Agreement unless Merchant notifies SPS in writing and receives written approval from SPS prior to processing with another institution.

2.11 Additional Requirements for T&E Merchants. If Merchant is a Travel and Entertainment (T&E) merchant providing lodging the terms of this Section shall apply. Merchant must inform Cardholder of the following regarding reservations as applicable: (a) total obligation, (b) reserved rate and the Transaction amount, (c) exact name and location of lodging company, (d) that accommodations will be held for the number of nights paid for, and (e) Merchant's cancellation policy. Merchant must determine the T&E Advance Deposit Transaction amount, not to exceed the cost of the intended length of stay, not to exceed 14 nights lodging. Deposit amounts must be applied to the total obligation. Merchant must provide a confirmation code, an advance deposit amount, cancellation policy and the actual date that cancellation privileges expire. Merchant must advise the Cardholder that it will hold accommodations according to the reservation and provide written confirmation of a Cardholder reservation if requested. Merchant must advise the Cardholder that it will retain the entire T&E Advance Deposit Transaction amount or the amount specified in Merchant's stated policy if the Cardholder does not check in by check-out time the day following the last night of lodging used to determine the deposit or cancel the reservation within the specified time frame. Merchant must complete a Transaction receipt with the following information: (i) advance deposit amount, (ii) the words "Advance Deposit" on the Transaction receipt signature line, (iii) confirmation code, (iv) scheduled check in, and (v) date and time that cancellation privileges (if any) expire without forfeiture. Merchant must mail the Cardholder a Transaction receipt copy within 3 days from the Transaction Date. Merchant shall mail to the Cardholder a Transaction receipt for cancellations within 3 days of the Transaction date. If the reserved accommodations are unavailable, Merchant must, at no charge, provide a complete refund of any deposit, comparable accommodations at an alternative establishment for the number of reserved nights not to exceed 14 or until the reserved accommodation become available, and transportation and two 3-minute telephone calls to the alternative establishment. Any Central Reservation Service must have a written contract with the lodging establishment executed by an officer of the hotel and must accept full responsibility for resolving Cardholder problems related to T&E Advance Deposit Service. The Rules include additional requirement for T&E merchants that provide car rentals or cruises.

ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK, RESERVE ACCOUNTS, TYPES OF TRANSACTIONS

3.01 Acceptance. Bank and SPS shall accept from Merchant all valid Sales Drafts deposited by Merchant and shall present the same to the appropriate Card Issuers for collection against Cardholder accounts. All presentment and assignment of Sales Drafts, collection therefore and re-assignment or rejection of such Sales Drafts are subject to the terms of this Agreement and the Rules. Bank shall only provisionally credit the value of collected Sales Drafts to the Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks, fees, penalties, late submission charges and items for which Bank did not receive final payment. Settlement of funds will be in United States Dollars. Bank and SPS may refuse to accept any Sales Draft or revoke its prior acceptance of a Sales Draft in the following circumstances: (a) the Transaction giving rise to the Sales Draft was not made in compliance with all terms and conditions of this Agreement; (b) the Cardholder disputes his liability to Bank for any reason, including but not limited to those Chargeback rights enumerated in the Rules; or (c) the Transaction giving rise to the Sales Draft was not directly between Merchant and the Cardholder. Bank will offset from payments due to Merchant, any amount previously credited to Merchant for a Sales Draft not accepted or later revoked by Bank and SPS. Merchant shall regularly and promptly review all statements of account, banking statements, and other communications sent to Merchant and shall immediately notify SPS if any discrepancy exists between Merchant's records and those provided by SPS, the Merchant's bank, or with respect to any transfer that Merchant believes was not authorized by Merchant or Cardholder. If Merchant fails to notify SPS in writing within fourteen (14) calendar days after the date that SPS mails or otherwise provides a statement of account or other report of activity to Merchant, Merchant will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer. The foregoing does not limit in any way Merchant's liability for any breach of this Agreement.

3.02 Endorsement. The presentment of Sales Drafts for collection and payment is Merchant's agreement to sell and assign its right, title and interest in each Sales Draft completed in conformity with Bank's and SPS's acceptance procedures, and shall constitute an endorsement by Merchant to Bank of such Sales Drafts. Merchant hereby authorizes Bank to supply such endorsement on Merchant's behalf. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. Sec. 365, as amended from time to time. Merchant acknowledges that its obligation to Bank and SPS for all amounts owed under this Agreement arise out of the same transaction as Bank's obligation to deposit funds to the Account.

3.03 Transmission Method. If Merchant utilizes electronic authorization and/or data capture services, Merchant will enter the data related to a sales or credit Transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the Transaction is completed. If Merchant provides its own electronic terminal or similar device, such terminals must meet SPS's and Bank's requirements for processing Transactions. Information regarding a sales or credit Transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by Merchant to SPS or its agent(s) in the form SPS from time to time specifies, or as required under the Rules. If Bank and SPS request a copy of a Sales Draft, credit voucher or other Transaction evidence, Merchant will provide it within 3 business days following the request. The means of transmission indicated in the Application shall be the exclusive means utilized by Merchant until Merchant has provided SPS with at least 30 days prior written notice, with a copy to Bank, of Merchant's intention to change the means of such delivery or otherwise to alter in any material respect Merchant's medium of transmission of data to SPS.

3.04 Chargebacks. (a) Simultaneously with each Cardholder Transaction, a contingent and unmatured claim for Chargeback accrues against Merchant in favor of SPS and Bank if under the Rules, SPS or Bank is required, or has the right, to pay to any Payment Brand any fees, discounts, customer credits and adjustments, charges, fines, assessments, penalties or other items which may be charged back to Merchant by SPS and Bank. Merchant agrees that it is fully liable to Bank and SPS for all Chargebacks, and that Bank and SPS are authorized to offset from incoming Transactions and to debit via ACH the Account, the Reserve Account, or any other account held at any other financial institution in the amount of any Chargeback. Merchant agrees to accept for Chargeback any sale for which the Cardholder disputes the validity of the sale according to the Rules; or SPS and Bank determine that Merchant has in any way failed to comply with the Rules, this Agreement or SPS's procedures, including but not limited to the following: (i) The Sales Draft is illegible, not signed by the Cardholder or has not been presented to Bank within the required time-frames; (ii) The Sales Draft does not contain the Imprint of a valid, un-expired Card; (iii) A valid Authorization number has not been correctly and legibly recorded on the Sales Draft; (iv) The Sales Draft is a duplicate of a prior Transaction or is the result of two or more Transactions generated on one Card for a single sale; (v) The Cardholder alleges that he or she did not participate in the sale, authorize the use of the Card, receive goods or services purchased, or receive a required credit adjustment, or disputes the quality of the goods or services purchased; (vi) The price of goods or services on the Sales Draft differs from the amount which Merchant presents for payment; (vii) The Transaction results from an Internet, mail, phone or preauthorized order and the Cardholder disputes entering into or authorizing the Transaction or the Transaction has been made on an expired or non-existing account number; (viii) SPS and Bank believe, within their sole discretion, that Merchant has violated any provision of this Agreement; (ix) SPS determines that the Transaction record is fraudulent or that the Transaction is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including without limitation negligence, fraud or dishonesty on the part of Merchant or Merchant's agents or employees; (x) Merchant fails to provide a Sales Draft or legible copy thereof to Bank and SPS in accordance with this Agreement. (b) Merchant acknowledges that SPS and Bank shall have full recourse to charge back the amount of a Card sale for which the Cardholder disputes that he/she did not authorize the charge if (i) the Imprint of the Card or (ii) the signature of the Cardholder was not obtained by Merchant; and (iii) Merchant shall not initiate a Transaction in an attempt to collect a Chargeback. Merchant shall be liable for all fees arising out of the Chargeback dispute processes under the Rules.

3.05 Processing Limits. Merchant's "Approved Monthly Volume" for sales drafts is that monthly volume set forth in the Application or as otherwise set forth in the Merchant account approval letter from SPS to Merchant or as may be later changed by SPS from time to time upon notice to Merchant. If Merchant exceeds the Approved Monthly Volume, either in the aggregate or with respect to any "method of sale": (i) SPS and Bank may suspend processing, hold the funds over the Approved Monthly Volume, and/or return all Sales Drafts evidencing funds over the Approved Monthly Volume to Merchant; and (ii) Merchant is subject to a 5% fee on all monies processed over the Approved Monthly Volume.

3.06 Additional Requirements for Acceptance of Debit Cards. Merchant may honor at the locations set forth on the Application debit cards ("Debit Card") serviced by the electronic funds transfer networks in connection with the sales ("Debit Card Sale") of merchandise or services to the holders of such Debit Cards ("Debit Cardholders"). Bank and/or SPS agree to accept from Merchant via electronic transmission documents evidencing such Debit Card Sales ("Sales Transmittal") and Adjustment Drafts (as defined below).

(a) **Compliance; Authorization; Other Requirements.** Merchant agrees to comply (and assume all liability for failure to comply) with the Rules of the Debit Card networks ("Networks") as amended from time to time. Any Authorization must be obtained immediately for every Debit Card Sale as directed by Bank and/or SPS ("Authorization"). When Authorization is obtained, Merchant will electronically print the authorization number on the Sales Transmittal. Merchant agrees that: (i) for each Debit Card Sale, the Debit Cardholder must enter his Personal Identification Number ("PIN") through a PIN pad located at the point of sale ("POS"); (ii) each PIN pad will be situated to permit Debit Cardholders to input their PINs without revealing them to other persons, including Merchant's personnel; (iii) Merchant will instruct personnel (a) that they may not ask any Debit Cardholder to disclose the PIN and (b) in the event that any of Merchant's personnel nevertheless becomes aware of any Debit Cardholder's PIN, such personnel will not use such PIN or create or maintain any record of such PIN, and will not disclose such PIN to any other person; (iv) the PIN message must be encrypted from the PIN pad to the POS terminal and from the POS terminal to the Network and back so that the PIN message will not be in the clear at any point in the Transaction; (v) Merchant will comply with any other requirements relating to PIN security as required by Bank or by any Network; (vi) for each Debit Card Sale a Transaction receipt in conformity with Regulation E of the Board of Governors of the Federal Reserve System will be made available to the Debit Cardholder; (vii) Merchant may not collect tax as a separate cash transaction; and (viii) POS terminals, including hardware and software, must be certified for use by Bank and by all of the Networks. POS terminals must include encrypted PIN pads which allow entry of up to sixteen character PINs, printers and a keyboard lock function. Merchants are responsible for compliance with all Rules regarding the use of POS terminals, regardless of whether such POS terminals are obtained through Bank or through SPS. Merchant will promptly initiate a refund to the customer (which may be made in cash, by an Adjustment Draft or with a check or cashier's check, as permitted by the Rules) whenever Merchant determines that a Debit Card Sale should be canceled or reversed. Merchant will cooperate with Bank and SPS, to resolve any alleged errors relating to Debit Card Sales. Merchant will maintain adequate records to assist in error resolution; records will be maintained for two years or the period required by the Rules, whichever is greater. Merchant will permit and will pay all expenses of periodic examination and audit of functions at such frequency, as SPS deems appropriate. Audits will meet SPS's standards, and the results will be made available to SPS. Merchant will not accept cash, checks or other negotiable items from any Debit Cardholder and forward a credit through any network (i.e., as a purported payment or deposit to an account maintained by the Debit Cardholder). Merchant will not forward through any network any Transaction or initiate any reversal of a Transaction that did not originate between Merchant and the Debit Cardholder.

(b) **Prevention of Fraud.** Merchant will fully cooperate with SPS and Bank in the event that Bank or SPS determines that there is a substantial risk of fraud arising from Merchant's access to the network. Merchant will take whatever actions Bank or SPS reasonably deem necessary in order to protect SPS and/or the Bank. Neither SPS, Bank nor any of their respective personnel will have any liability to Merchant for any action taken in good faith.

(c) **Display of Network Trademark(s); Protection of Trade Secrets.** In order to inform Debit Cardholders that Debit Card Sales may be transacted at Merchant's locations, Merchant will prominently display the trademark and/or service mark of each network at each location and will display signage of each network at the entrance, near all POS terminals and on the window of such location. All uses by Merchant of any trademark and/or service mark will comply with the applicable Rules. Merchant acknowledges and agrees that in displaying any such trademark and/or service mark, Merchant will be acting under SPS's and/or Bank's control and subject to approval by the applicable network. Merchant will not be deemed, under any circumstances, a licensee or sub-licensee of any trademark or service mark of any network, nor will Merchant otherwise be deemed to have or to acquire any right, title or interest in trademarks or service marks.

(d) **Returns and Adjustments.** Merchant will attempt to settle in good faith any dispute between it and a Debit Cardholder involving a Debit Card Sale. Merchant will establish a fair, consistent policy for the exchange and return of merchandise and for the adjustment of amounts due on Debit Card Sales. Merchant will not make any cash refunds or payments for returns or adjustments on Debit Card Sales but will instead complete a form provided or approved by Bank ("Adjustment Draft"). The Sales Transmittal for any Debit Card Sale for which no refund or return will be accepted by Merchant must be clearly and conspicuously marked (including on the Debit Cardholder's copy) as "final sale" or "no return" and must comply with the Rules.

(e) **Presentation of Sales Transmittals and Adjustment Drafts.** Merchant will electronically transmit to Bank all Sales Transmittals or Adjustment Drafts in a manner acceptable to Bank. Merchant will make a good faith effort to electronically transmit data within one banking business day after the Transaction date. Merchant will not extend the time of payment for or extend credit for any part of a Debit Card Sale. Merchant represents and warrants that the electronic transmission of each Sales Transmittal and Adjustment Draft will evidence a true record of the Debit Card Sale Transaction reflected on the document. Bank will process Debit Card Sales transmitted by Merchant, and Bank will promptly credit, debit or charge, as applicable, the appropriate amount to the Account. Within a reasonable time after the end of each calendar month, Bank will calculate the applicable amount of fees and other charges owed by Merchant, and Bank will debit the Account in the amount of such fees and other charges. The amount of such fees to be paid by Merchant are set forth on Schedule of Fees in the Application. Such fees may be amended at any time by Bank and/or SPS upon written notice to Merchant. Bank may refuse to accept or may revoke its acceptance of any Sales Transmittal or Adjustment Draft, and Bank may debit, charge or credit the Account in the corresponding amount, if: (i) the Debit Card was completed without prior Authorization; (ii) the Sales Transmittal or Adjustment Draft involved circumstances constituting a breach of any agreement, representation, or warranty by Merchant; (iii) the Debit Card Sale was in violation of applicable law, the Rules or regulations; (iv) the Debit Cardholder is Merchant, any partner of or shareholder in Merchant, or any affiliate, spouse or immediate family member of any of them; (v) the Debit Card Sale was not made in connection with the sale of goods or services by Merchant. Bank may refuse or revoke the acceptance of any Sales Transmittal or Adjustment of Sales Transmittal upon the occurrence of any of the following events, and Bank may charge, debit or credit the Account in the corresponding amount if: (a) Merchant defaults in paying when due any obligation to Bank or SPS; (b) any material adverse change in Merchant's financial condition occurs; (c) any deposit account at Bank or any of Merchant's property in the possession of Bank is garnished or attached; (d) Merchant assigns its assets generally for the benefit of creditors; (e) a proceeding is commenced by or against it under any bankruptcy, insolvency or similar law seeking an order to adjudicate it a bankrupt or insolvent or other relief, or seeking appointment of a receiver or similar official for Merchant or for any substantial part of Merchant's assets. Merchant will notify Bank and/or SPS in writing immediately upon becoming aware that any such event has occurred or is likely to occur. Bank will notify Merchant promptly of all Adjustment Drafts. Additionally, Bank will advise Merchant on each debit, charge and credit processed to the Account. Merchant authorizes Bank to charge debits arising from this Agreement against any credit due Merchant, whether or not such charges create overdrafts or a debit balance in the Account. Merchant agrees to pay Bank or SPS, as applicable, the full amount of any such overdraft or debit balance or to replenish the Account in an amount sufficient to permit the amount of the charge to be made, as applicable, promptly upon request. Merchant further authorizes Bank to suspend in a segregated account amounts which otherwise would be credited to the Account if Bank or SPS reasonably believe that the Sales Transmittals submitted by Merchant are fraudulent. Bank or SPS will notify Merchant of the suspension of such amounts within a reasonable time; provided, however, that such notice will not be required if the appropriate law enforcement agency has been notified of the suspected fraud.

ARTICLE IV - GATEWAY PROGRAMMING

4.01 Applicability to this Agreement. In addition to all the other provisions of this Agreement, the provisions of this Article IV shall apply if Merchant utilizes web services from SPS, including the SPS payments gateway, vault services, any application program interface, code samples, web services, integration specifications, and any offline components (collectively "Web Services").

4.02 Programming of Web Site. While SPS provides specific API's or programming scripts to Merchant or Merchant's Web site programmer(s), Merchant acknowledges that such sample programming scripts are insufficient in and of themselves to allow Merchant's Web site to function with the Web Services. Programming of Merchant's Web site and its functionality are the sole responsibility of Merchant.

4.03 Merchant's Programming Agent. Merchant has the sole responsibility to select and employ any competent programming agent to accomplish the programming required to make Merchant's Web site function correctly with the Web Services.

4.04 Fees Subject to Fluctuation. Fees for the electronic commerce payment system offered by SPS may be based on the number and/or volume of monthly transactions processed by the Merchant. Thus, notwithstanding anything to the contrary herein, the provisions of this Agreement which require notice prior to a change in fees shall not apply to any transactions or services covered by this Article 4.

4.05 Technical Support. Merchant shall be solely responsible for all technical support for Web site-related issues.

4.06 Shut Downs/Updates. SPS reserves the right, from time to time, without prior notice, to shut down and restart the Web Services for maintenance and/or Web Services upgrades or updates from time to time. SPS will use commercially reasonable efforts to keep service shut downs as brief as possible. Merchant must monitor updates and upgrades to the Web Services and update Merchant's Web site and programming accordingly.

4.07 Disclaimer. SPS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE WEB SERVICES OR ANY CONTENT STORED THEREIN. SPS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE WEB SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (B) THE WEB SERVICES WILL MEET MERCHANT'S REQUIREMENTS OR EXPECTATIONS. THE WEB SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SPS AND ITS LICENSORS.

ARTICLE V - TERMINATION AND EFFECT OF TERMINATION

5.01 Term: Termination. (a) Sage Merchant Processing Account shall have an initial term of three (3) years and Sage Mobile Payments Account shall have an initial term of one (1) month (respectively the "Initial Term") and shall commence on the earlier of (i) SPS's acceptance hereof (evidenced by the execution of the Agreement by SPS); (ii) the date of written notice from SPS that Merchant's application is approved for processing; or (iii) the date on which Merchant's first Transaction is processed, and (iv) shall automatically renew as follows: (1) Sage Merchant Processing Account shall renew for consecutive (2) year terms; and (2) Sage Mobile Payments Account shall renew on a month-to-month basis (respectively the "Renewal Term"), and unless terminated as set forth below; (b) This Agreement may be terminated by any party effective at the end of the Initial or any Renewal Term by providing written notice to the other parties of its intent not to renew no less than thirty (30) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated: (i) by SPS and Bank at any time with or without cause, and without prior notice, and (ii) by Merchant in the event of a material breach of the terms of this Agreement by SPS and Bank, provided Merchant provides SPS and Bank written notice of the alleged breach and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. (c) Upon early termination of this Agreement by Merchant, or by SPS should Merchant breach any of the terms of this Agreement during the Initial Term or any Renewal Term, Merchant shall pay to SPS an early termination fee equal to (i) Sage Merchant Processing Account - twenty-five dollars (\$25.00) for every month remaining in any such Term or Renewal Term for each Merchant location; (ii) Sage Mobile Payments Account - no early termination fee (respectively the "Early Termination Fee"). In addition to the Early Termination Fee, Merchant shall pay any fees, fines, third party costs or penalties which SPS may be assessed due to Merchant's breach of this Agreement and/or early termination. To the extent that applicable state law mandates lesser termination fees, the Early Termination Fee shall be the maximum allowed by applicable law. Merchant will not owe the Early Termination Fee if Merchant elects not to renew the Agreement upon the expiration of the then current term by providing written notice in accordance with this paragraph. All rights and obligations of the parties existing as of the effective time of termination will survive termination; (d) Within SPS's and Bank's sole discretion, if Merchant's or any of its principal(s)' business or personal credit deteriorates, if any significant circumstances exist that would create harm or loss to the goodwill of a card association or payment network system, or if any case or proceeding is commenced by or against Merchant under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief, this Agreement shall simultaneously therewith automatically terminate, and any amounts due to Bank and SPS shall accelerate and become immediately due and payable, without the necessity of any notice, declaration or other act whatsoever by Bank and SPS. Merchant agrees to notify SPS and/or Bank immediately of any bankruptcy, receivership, insolvency or similar action initiated by or against Merchant.

5.02 Effect of Termination. (a) In the event of termination for any reason, Merchant expressly authorizes Bank and SPS to withhold and discontinue the disbursement for all Cards and other payment Transactions of Merchant in the process of being collected and deposited; (b) Collected funds will be placed in the Reserve Account (defined below) until Merchant pays any equipment and processing cancellation fees and any outstanding charges, losses or amounts for which Merchant is liable under this Agreement. Further, Bank reserves the right to require Merchant to deposit additional amounts based upon Merchant's processing history and/or anticipated risk of loss to Bank into the Reserve Account. The Reserve Account shall be maintained a minimum of 270 days after the termination date and for any reasonable period thereafter, during which Cardholder disputes may remain valid under the Rules. The provisions of this Agreement relating to the debiting and crediting of the Account shall be applied to the Reserve Account and shall survive termination of this Agreement until Bank terminates the Reserve Account. Any balance remaining after Chargeback rights have expired and all other expenses, losses and damages have been paid will be disbursed to Merchant; (c) Merchant expressly acknowledges that the MATCH system and Early Termination File (collectively, the "MATCH") is maintained by MasterCard and Visa and contains the business name and the names and identification of principals of Merchant which have been terminated for one or more of the reasons specified in the Rules. Such reasons include, but are not limited to: fraud, counterfeit paper, unauthorized Transactions, excessive Chargebacks or highly suspect activity. Merchant acknowledges that SPS and Bank are required to report the business name of the Merchant and the names and identification of its principals to MATCH when Merchant is terminated for such reasons. Merchant consents to such reporting to the card associations and/or payment networks as applicable by Bank and SPS. Further, Merchant waives and will hold harmless Bank and SPS from any claims that Merchant may raise because of such reporting; (d) Upon termination for any reason, Merchant will immediately cease requesting Authorizations and will cease transmitting Sales Drafts to Bank and SPS. In the event Merchant obtains any Authorization after termination, Merchant expressly acknowledges and agrees that the fact that any Authorization was requested or obtained shall not operate to reinstate this Agreement; (e) Following termination, Merchant shall upon request provide Bank and SPS with all original and microfilm copies of Sales Drafts and Credit Vouchers to be retained as of the date of termination.

ARTICLE VI - ACCOUNTS; SECURITY INTERESTS; INDEMNIFICATION

6.01 Accounting Monitoring. (a) Merchant agrees that SPS and Bank may suspend, within their sole discretion, the disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. SPS and Bank will make good faith efforts to notify Merchant promptly. SPS and Bank shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any suspension of funds disbursement; (b) In the event of unusual Transactions that have been "suspended" and cannot be verified as valid sales or have been verified as Cardholder disputes, Merchant agrees that a security processing fee not to exceed 110% of the unusual Transaction(s) may be assessed; (c) Merchant's presentation to SPS and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this Agreement. "Excessive Activity" refers to any period of two or more calendar months during which Merchant has a Chargeback ratio that exceeds 1% by number of Transactions or a Chargeback ratio that exceeds 1% by dollar volume. Merchant authorizes, upon the occurrence of Excessive Activity, Bank and SPS to take additional actions as either of them may deem necessary, including, but not limited to, suspension of processing privileges, increase of any fees that may be charged to Merchant and/or creation or maintenance of a Reserve Account in accordance with this Agreement.

6.02 Forms. Merchant shall use only such forms or modes of transmission of Sales Drafts and Credit Vouchers as are provided or approved in advance by SPS and Bank, and Merchant shall not use forms provided by Bank and SPS other than in connection with Transactions without SPS's and Bank's prior written consent.

6.03 Records. In addition to any records routinely furnished to SPS and Bank under this Agreement, Merchant shall preserve a paper or electronic copy of all actual paper Sales Drafts, Credit Vouchers and Debit Card Sales and, if a mail, phone order or preauthorized order is involved, the Cardholder's signed authorization for the Transaction, for at least 3 years after the date Merchant presents the Transaction. If Records and/or data on SPS's system associated with Merchant are subpoenaed by legal process or otherwise, SPS shall produce such records in accordance with the subpoena without notice to Merchant.

6.04 Requests for Copies. Within 3 days of receipt of any written or verbal request by Bank and SPS, Merchant shall provide either the actual paper Sales Draft, Credit Voucher and/or Debit Card Sales or a legible copy thereof (in size comparable to the actual voucher or draft) and any other documentary evidence available to Merchant and reasonably requested by Bank or SPS to meet Bank's obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.

6.05 IRS Withholdings and Reporting. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as SPS, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Merchant processing through SPS. Merchant shall verify its identity by providing SPS with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Merchant Account. In the event Merchant fails to provide its TIN, SPS will place a restriction on Merchant's Account and may restrict the receipt of funds into Merchant's Account, or withhold a percentage of payments deposited into Merchant's Account in order to satisfy the backup withholding requirements of the IRS.

6.06 Security Interests, Reserve Account, Recoupment and Set-Off. (a) This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to Bank and SPS a security interest in and lien upon: (i) the Account (as set forth in Section 6.10) and all funds at any time in the Account, whatever the source of such funds, (ii) the Reserve Account (as defined below) and all funds at any time in the Reserve Account, whatever the source of such funds, (iii) future Sales Drafts, (iv) all Merchant's rights relating to this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement; and (v) all Merchant deposit accounts now owned or hereafter acquired and the proceeds of all of the foregoing (collectively, the "Secured Assets"). Upon request of Bank and SPS, Merchant will execute one or more financing statements or other documents to evidence this security interest. Merchant irrevocably authorizes bank to execute any financing statements or other documents necessary related to this security interest. Merchant represents and warrants that no other party has a security interest in the Secured Assets. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements between Merchant, SPS and Bank including, but not limited to, Merchant's obligation to pay any amounts due to Bank and SPS. With respect to such security interests and liens, Bank and SPS will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Merchant will obtain from Bank and SPS written consent prior to granting a security interest of any kind in the Secured Assets to a third party; (b) SPS may establish and maintain a non-interest bearing account ("Reserve Account") in the name of Bank at any federally insured financial institution, with sums provided by Merchant that are sufficient to satisfy Merchant's current or future obligations as determined by Bank and SPS; (i) Bank and SPS shall have the right to initiate a debit to the Account or any other account at any institution to establish or maintain funds in the Reserve Account. Bank or SPS may deposit into the Reserve Account funds they would otherwise be obligated to pay Merchant, for the purpose of establishing or maintaining the Reserve Account in accordance with this Section, if they determine such action is reasonably necessary to protect their interests; (ii) Bank, on its own behalf or at SPS's request, may, without notice to Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and Bank or SPS. SPS or Bank may exercise their rights under this Agreement to collect any amounts due to Bank or SPS including, without limitation, rights of set-off and recoupment. Merchant shall have no right to withdraw funds or debit the Reserve Account. In the event of a bankruptcy proceeding, Bank and SPS may exercise their rights under this Agreement to debit the Reserve Account for amounts due Bank and SPS regardless of the pre-petition or post-petition nature of the amount due Bank and/or SPS. In the event of a bankruptcy proceeding, Merchant also agrees that it will not contest any Motion for Relief from the Automatic Stay, which Bank and SPS may file to debit the Reserve Account. As set forth in Section 5.02, funds in the Reserve Account will remain in the Reserve Account for a minimum of 270 days following termination. Bank will have sole control of the Reserve Account. In the event of a bankruptcy proceeding, Bank and SPS do not consent to the assumption of this Agreement. Nevertheless if this Agreement is assumed Merchant agrees that, in order to establish adequate assurance of future performance within the meaning of 11 U.S.C. Sec. 365, as amended from time to time, Merchant must establish or maintain a Reserve Account in an amount satisfactory to Bank and SPS; (c) Bank and SPS have the right of recoupment and set-off. This means that they may offset any outstanding/uncollected amounts owed to them from: (i) any amounts they would otherwise be obligated to deposit into the Account, and (ii) any other amounts SPS and Bank may owe Merchant under this Agreement or any other agreement; (d) The rights conferred upon Bank and SPS in this Section are

not intended to be exclusive of each other or of any other rights and remedies of Bank and SPS under this Agreement, at law or in equity. Rather, each and every right of Bank and SPS at law or in equity will be cumulative and concurrent and in addition to every other right.

6.07 Third Parties. (a) Merchant may be using special services or software provided by a third party to assist Merchant in processing Transactions, including authorizations and settlements, or accounting functions. Merchant is responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure Merchant has and complies with any software updates. SPS and Bank have no responsibility for any transaction until that point in time SPS receives data about the transaction; (b) Merchant will notify SPS immediately if Merchant decides to use electronic authorization or data capture terminals or software provided by any entity other than SPS or its authorized designee ("third party terminals") to process Transactions. If Merchant elects to use third party software or terminals, Merchant agrees (i) the third party providing the software or terminals will be Merchant's agent in the delivery of Transactions to Bank via Visa Net or a similar data processing system or network; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules or this Agreement. Neither Bank nor SPS will be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or a malfunction in a third party's software or terminal.

6.08 Modifications to Agreement. This Agreement is subject to amendment by SPS to conform to the Rules. Further, SPS and Bank may, from time to time, amend any provision of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Merchant by providing written notice, including electronic written notice, to Merchant of the amendment, and the amendment shall become effective unless Bank and SPS receive Merchant's notice of termination of this Agreement within 7 days. Amendments due to changes in a Payment Brand's fees, interchange, assessments, Rules or any law, regulation or judicial decision may become effective on such shorter period of time as SPS and Bank may specify if necessary to comply with the applicable Rule, law, regulation, decision or other change.

6.09 Limitation of Liability; Indemnity. (A) THE LIABILITY, IF ANY, OF BANK AND SPS UNDER THIS AGREEMENT WHETHER TO MERCHANT OR TO ANY OTHER PARTY, WHATEVER THE BASIS OF THE LIABILITY, SHALL NOT EXCEED IN THE AGGREGATE THE DIFFERENCE BETWEEN (I) THE AMOUNT OF FEES PAID BY MERCHANT TO SPS AND BANK DURING THE MONTH IN WHICH THE TRANSACTION OUT OF WHICH THE LIABILITY AROSE OCCURRED, AND (II) ASSESSMENTS, CHARGEBACKS, AND ANY OFFSETS AUTHORIZED UNDER THIS AGREEMENT AGAINST SUCH FEES WHICH AROSE DURING SUCH MONTH. IN THE EVENT MORE THAN ONE MONTH IS INVOLVED, THE AGGREGATE AMOUNT OF SPS AND BANK'S LIABILITY SHALL NOT EXCEED THE LOWEST AMOUNT DETERMINED IN ACCORD WITH THE FOREGOING CALCULATION FOR ANY ONE MONTH INVOLVED. IN NO EVENT WILL BANK, SPS, NOR ITS OR THEIR OFFICERS, AGENTS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. (B) MERCHANT HEREBY AGREES TO INDEMNIFY AND HOLD BANK, SPS AND ITS AND/OR THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY CLAIM RELATING TO: (I) ANY DISPUTE BETWEEN MERCHANT AND A CARDHOLDER WITH RESPECT TO THE ALLEGED OR ACTUAL FAILURE BY MERCHANT TO PROCESS A TRANSACTION AS REQUESTED BY SUCH CARDHOLDER OR TO PROVIDE PHYSICAL SECURITY AT OR NEAR ANY TERMINALS OR OTHER PREMISES OF MERCHANT, OR THE TRANSMISSION OR DISCLOSURE OF ANY INFORMATION BY OR THROUGH SPS, (II) THE TRANSMISSION OF ANY INCORRECT OR INCOMPLETE INFORMATION TO A CUSTOMER OF ANY NETWORK MEMBER THROUGH THE NETWORK REGARDING AN ACCOUNT MAINTAINED BY SUCH CUSTOMER, OR THE DISCLOSURE THROUGH SUCH NETWORK TO ANY PARTY OF INFORMATION RELATING TO ANY SUCH ACCOUNT, AND (III) MERCHANT'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT AND APPLICABLE LAWS, RULES AND/OR REGULATIONS, INCLUDING WITHOUT LIMITATION DISPUTES RESULTING FROM MERCHANT'S FAILURE TO PROVIDE A SALES TRANSMITTAL. MERCHANT FURTHER AGREES TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL CLAIMS, LIABILITY AND EXPENSES ARISING OR RESULTING FROM ANY DISPUTE OR CLAIM MADE AGAINST BANK AND/OR SPS BY ANY THIRD PARTY ARISING OUT OF MERCHANT'S BREACH OF THIS AGREEMENT OR THE RULES. FURTHER, MERCHANT SHALL REIMBURSE BANK OR SPS, AS THE CASE MAY BE, FOR ALL EXPENSES AND COSTS, INCLUDING ATTORNEY'S FEES, WITH REGARD TO THE FORGOING; (C) NEITHER BANK NOR SPS MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY SERVICES IT PERFORMS IN ACCORDANCE WITH THIS AGREEMENT, AND NOTHING CONTAINED IN THE AGREEMENT WILL CONSTITUTE SUCH A WARRANTY. SPS AND BANK DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6.10 Account. (a) Merchant will establish and maintain an account at Bank or at any federally insured financial institution ("Account") reasonably approved by Bank in the United States. Merchant will maintain sufficient funds in the Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes SPS and/or Bank to debit the Account for Chargebacks, fees and any other penalties or amounts owed under this Agreement. Merchant must obtain prior written consent from Bank and SPS to change the Account. If Merchant does not obtain that consent, SPS or Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion; (b) Bank will deposit all Sales Drafts to the Account subject to Section 3.01 of this Agreement. Merchant authorizes Bank and SPS to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry; (c) Bank, in its sole discretion, may grant Merchant provisional credit for Transaction amounts in the process of collection, subject to receipt of final payment by Bank and SPS and subject to all Chargebacks and other amounts owed to Bank and SPS under this Agreement; (d) Merchant shall promptly examine all statements relating to the Account, and immediately notify SPS and Bank in writing of any errors. Merchant's written notice must include: (i) Merchant name and account number, (ii) the dollar amount of the asserted error, (iii) a description of the asserted error, and (iv) an explanation of why Merchant believes an error exists and the cause of it, if known. That written notice must be received by SPS and Bank within 60 days after Merchant received the periodic statement containing the asserted error and failure to provide such notice shall bar any claim of errors. MERCHANT MAY NOT MAKE ANY CLAIM AGAINST BANK OR SPS FOR ANY LOSS OR EXPENSE RELATING TO ANY ASSERTED ERROR FOR 60 DAYS IMMEDIATELY FOLLOWING RECEIPT OF MERCHANT'S WRITTEN NOTICE. During that 60 day period, SPS and Bank will be entitled to investigate the asserted error, and Merchant will not incur any cost or expense in connection with the asserted error without notifying SPS; (e) Merchant will indemnify and hold SPS and Bank harmless for any action they take against the Account pursuant to this Section. Merchant will also indemnify and hold harmless the institution at which Merchant maintains the Account for acting in accordance with any instruction from Bank or SPS regarding the Account. This Section will survive termination of this Agreement; (f) Merchant authorizes Bank and SPS to initiate debit/credit entries to the Account, as the Account may be changed from time to time, and to any other account maintained by Merchant at any institution that is a receiving bank of ACH, all in accordance with this Agreement. In the event Merchant changes the Account, Merchant will notify SPS, with a copy to Bank, and this authorization will apply to the new Account. This authorization will be effective until both: (i) SPS and Bank have received written notification from Merchant terminating this authorization, and (ii) all obligations of Merchant to SPS and Bank have been paid in full. Merchant will provide to SPS and Bank a voided Account check, and will fill in the Account numbers on the Application.

6.11 Fees and Other Amounts Owed. (a) Merchant shall pay the fees and charges as set forth on the Schedule of Fees included on the Application, the provisions of which are incorporated herein by reference. Unless otherwise noted, Merchant shall pay all fees monthly, with the exception of the Discount Fee and/or interchange, which shall be paid either monthly or daily, as determined by SPS in its sole discretion. Merchant may choose, however, to pay the discount fee on a daily basis by notice to SPS. The Account will be debited through ACH for such amounts and for any other fees, charges or adjustments incurred by Merchant and associated with processing services. Merchant is also obligated to pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement. Bank and SPS shall have the right to change fees, including adding fees for additional services utilized by Merchant, in accordance with Section 6.08. Interchange Pass Through pricing ("IPT") as specified on Application is comprised of interchange, fees, dues, and assessments assessed by card association. Cost-Plus pricing ("CP") is comprised of IPT plus the Cost Plus Rate set forth on your Application, which is charged to each settled Card and Debit Card Transaction. Merchant may call SPS customer service with any questions regarding pricing,

qualifications exceptions, and billing. SPS does not refund fees for returns; (b) Merchant will immediately pay SPS and Bank any amount incurred by SPS attributable to this Agreement or any other agreement between Merchant and SPS or any subsidiary or affiliate of SPS, including but not limited to equipment fees, Chargebacks, fines imposed by a third party, non-sufficient fund fees, and ACH debits that overdraw the Account, Reserve Account, or are otherwise dishonored. Merchant authorizes SPS and Bank to debit via ACH the Account, Reserve Account, any other account Merchant has with SPS, an affiliate or subsidiary of SPS, Bank or at any other financial institution for any amount Merchant owes under this Agreement or under any other contract, note, guaranty, or dealing of any kind now existing or later entered into between Merchant and SPS or any subsidiary or affiliate, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event such ACH does not fully reimburse SPS and Bank for the amount owed, Merchant will immediately pay SPS and Bank such amount.

6.12 Costs. Merchant will be liable for and will indemnify and reimburse SPS and Bank for all costs paid or incurred by SPS or Bank in the enforcement of this Agreement, including but not limited to attorneys' and investigators' fees, or in collecting any amounts due from Merchant or resulting from any breach by Merchant of this Agreement.

ARTICLE VII- MISCELLANEOUS

7.01 Waiver. Failure by Bank or SPS to enforce one or more of the provisions of this Agreement shall not constitute a waiver of the right to enforce the same or other provision in the future. The waiving party must sign all waivers.

7.02 Notices. All notices and other communications required or permitted under this Agreement shall be deemed delivered when sent by e-mail or mailed, postage prepaid, addressed as follows:

If to SPS: Sage Payment Solutions 12120 Sunset Hills Rd STE 500 Reston, Virginia 20190 Attn: Chief Financial Officer	If to Bank: BMO Harris N.A. 111 W. Monroe Chicago, IL 60603 Attn: Customer Service
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If to Merchant, at the address provided as the billing address and to the contact listed on the Application or e-mail.

7.03 Choice of Law; Jurisdiction. This Agreement and all matter related thereto shall be construed in accordance with the laws of the Commonwealth of Virginia except those rules relating to conflicts of laws. Any action or proceeding arising out of or related to this Agreement shall be brought only in a court located in located in Fairfax County, Virginia. Each party expressly consents to the jurisdiction of such courts.

7.04 Entire Agreement; Assignability. This Agreement, including the Application, these Terms and Conditions of Merchant Application and any supplementary documents indicated herein, expresses the entire understanding of the parties with respect to its subject matter and except as provided herein, may be modified only in writing executed by all parties. This Agreement may be assigned by SPS and Bank, but may not be assigned by Merchant, directly or by operation of law, without the prior written consent of Bank and SPS. In the event, for whatever reason, Application does not meet standard underwriting criteria, and satisfies only sub-standard underwriting criteria, Merchant acknowledges the completed Application may be forwarded to an alternative Member processor for review and approval. If Merchant nevertheless assigns this Agreement without such consent, the Agreement will be binding on the assignee. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

7.05 Credit and Financial Inquiries; Inspections. (a) Merchant authorizes Bank and SPS to make, at any time, any credit inquiries which either may consider necessary to accept or review acceptance of this Agreement or investigate Merchant's deposit or Card acceptance subsequent to acceptance of this Agreement. Such inquiries shall include, but are not limited to, a credit check of the business including its proprietor, partners, principal owners or officers. If requested to do so by Bank or SPS, Merchant shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Bank or SPS may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices; (b) Merchant may honor Cards only at locations approved by SPS and Bank. Additional locations may be added, subject to SPS and Bank's written approval. All current and future locations are bound by the terms and conditions of this Agreement. Either Merchant or SPS may delete any location by providing notice as provided in this Agreement; (c) Merchant agrees to permit Bank or SPS at any time from time to time, to inspect locations to confirm that Merchant has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permit (where necessary) to conduct its business. However, nothing in this Section shall be deemed to waive Merchant's obligation to comply in all respects with the terms of this Agreement; (d) Representatives of Bank or SPS may, during normal business hours, inspect, audit and make copies of Merchant's books, accounts, records and files pertaining to any Transaction.

7.06 Marketing of Non-Bankcard Services by SPS. From time to time, SPS may offer to Merchant certain additional products and services which may or may not be related to the processing of Transactions. Merchant consents to receipt of promotional materials via email and fax regarding such other products and services.

7.07 Attorneys' Fees. Merchant will be liable for and will indemnify and reimburse bank and/or SPS for all attorneys' fees and other costs and expenses paid or incurred by Bank and/or SPS in the enforcement of this Agreement, or in collecting any amounts due from merchant to Bank and/or SPS or resulting from any breach by Merchant of this Agreement.

7.08 American Express Card Acceptance. In addition to other applicable provisions of this Agreement, the following provisions apply to Merchant's acceptance of American Express Cards: (a) This Agreement governs Merchant's acceptance of American Express Cards under American Express's "OptBlue Program". If and when the Transactions submitted by American Express Cardholders exceed the charge volume eligibility criteria for the OptBlue Program, American Express may require Merchant to convert to a direct Card Acceptance Agreement with American Express. If this occurs, upon such conversion, (i) Merchant will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will determine the pricing and other fees payable by Merchant under the Card Acceptance Agreement; (b) Merchant's participation in the OptBlue Program is subject to the approval of American Express. Merchant authorizes SPS and/or its affiliates to submit Transactions to, and receive settlement on such Transactions from, American Express on behalf of Merchant; (c) Merchant shall not assign to any third party any payments due to it for American Express Card Transactions, and all indebtedness arising from such Transactions will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future receivables to SPS, its affiliated entities and/or any other cash advance funding source that partners with SPS or its affiliated entities; (d) American Express shall have third-party beneficiary rights, but not obligations, to enforce the terms of this Agreement applicable to American Express Card acceptance against Merchant; (e) Merchant may opt out of accepting American Express Cards under this Agreement by providing 30 days' notice to SPS without directly or indirectly affecting its rights to accept other Payment Brand Cards; (f) Except as provided in Section 7.08(g), SPS may disclose to American Express information regarding Merchant and Merchant's Transactions to American Express, and American Express may use such information to (i) perform its responsibilities in connection with American Express Card acceptance, (ii) promote American Express, (iii) perform analytics and create reports, and (iv) for any other lawful business purposes, including commercial marketing communications from American Express. American Express may also use such information about Merchant obtained in connection with this Agreement at the time of setup to screen and/or monitor Merchant in connection with American Express marketing and administrative purposes; (g) Merchant may opt-out of receiving American Express commercial marketing communications about products and services by selecting the opt-out option on its Application or subsequently by providing written notice to its primary relationship contact at SPS. Merchant may continue to receive such communications from American Express after opting out while American Express

updates its records to reflect Merchant's opt-out choice; and (h) Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.

7.09 Signature. Merchant represents and warrants that the person executing this Agreement is duly authorized to bind Merchant to all provisions of this Agreement, and that such person is authorized to execute any documents and to take any action on behalf of Merchant, which may be required by SPS now or in the future. Merchant will execute a separate Entity Certification, as set out below, if requested to do so by SPS and Bank.

7.10 Force Majeure. The delay or inability of party to perform its obligations hereunder when required (other than Merchant's payment obligations) if caused by events of Force Majeure, as defined herein, shall not constitute a breach or default and shall not subject such party to liability to any other party so long as such Force Majeure event exists. Force Majeure events shall include, without limitation, civil disturbances, epidemics, natural disasters, wars, acts of terrorism, acts of God, economic downturn and all other such events outside the control of the parties that make it impossible for one party to comply with its obligations hereunder.

7.11 General. If any provision of this Agreement is illegal or unenforceable, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Merchant is responsible for its employees' actions while in its employ. The parties do not intend to confer any benefits on any person or entity other than Merchant, Bank and SPS. Article I, Sections 3.02, 3.04, Article V, Article VI, Article VII and any other provision that by their nature should survive termination will survive expiration or termination of this Agreement.

MERCHANT AGREEMENT BETWEEN
CITY OF BENTONVILLE
AND
SAGE PAYMENT SOLUTIONS

AMENDMENT TO TERMS AND CONDITIONS

This Terms and Conditions to the Merchant Agreement ("Agreement") by and between Sage Payment Solutions, Inc. ("Sage") and City of Bentonville ("Merchant"), are hereby amended and is effective November 19, 2015 ("Effective Date"). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement.

WHEREAS, the Parties desire to modify the Agreement to amend the Terms and Conditions.

NOW, THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend as follows:

1. The following sentence shall be added at the end of Article 6.09(B): "The City of Bentonville is granted certain immunities as a municipal corporation. Nothing in this section shall be deemed a waiver of any immunities pursuant to law."
2. Article 7.03 shall be deleted in its entirety and replaced with the following: "This Agreement and all matter related thereto shall be construed in accordance with the laws of the State of Arkansas without giving effect to choice of law rules. Any action or proceeding arising out of or related to this Agreement shall be brought only in a court located in located in Arkansas. Each party expressly consents to the jurisdiction of such courts."
3. Article 7.07 shall be deleted in its entirety.

This Amendment, together with the Agreement and any exhibits, schedules, attachments, appendices and amendments thereto, constitute the entire agreement between the Parties with respect to the subject matter hereof, supersede any other oral and written representations, understandings or agreements relating to the subject matter hereof, and may not be amended except by written agreement signed by the Parties. In the event of any inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall govern and control.

If any provision of this Amendment is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of this Amendment, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision, which conforms to applicable law and embodies as closely as possible the original intent of the Parties.

Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Amendment as of the Effective Date.

Sage Payment Solutions, Inc.

By: _____

Name: _____

Title: _____

City of Bentonville

By: _____

Name: _____

Title: _____



SAGE PAYMENT SOLUTIONS

1750 Old Meadow Road
Suite 300
McLean, VA 22102
Phone: (800) 261-0240

MERCHANT PROCESSING APPLICATION

Referral:

Lead Source: None

Sage Payment Solutions is a registered ISO/MSP of BMO Harris Bank N.A. ®

Settlement Bank:	BMO Harris Bank N.A.	Auth Network:	VisaNet/TSYS	Settle Network:	Vital
Office:	Invoice Cloud, Inc.	Office Phone:	7818483733233	Application ID:	209249
Application Date:	9/30/2015 12:00:00 AM	Contractor Name:	Carolyn Ambrose	Association:	Invoice Cloud, Inc.

General Information	
Type of Ownership:	Government (Fed,St,Local) Business Open 1/1/1900
Legal Business Name:	City of Bentonville, Arkansas
Mailing/Billing Address:	117 West Central Ave
City:	Bentonville State: AR Zip 72712
Phone:	(479) 271-3100 Fax: (479) 271-5910
Contact:	Robert McCaslin Email: bmccaslin@bentonvillear.com
D & B:	Web Site:
Number of Locations:	

Tax Information	
Name (as it appears on your Federal Tax Return):	City of Bentonville, Arkansas
Federal Tax ID:	716000642 State Filed: AR Type of Ownership: Government (Fed,St,Local)
☐ I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN	
☒ I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099	

Owner/Officer 1	50%	Owner/Officer 2	0%
Name:	Robert McCaslin	Name:	
Title:	Mayor	Title:	
Address:	117 West Central Ave	Address:	
City:	Bentonville State: AR	City:	
Zip:	72712 Phone: (782) 713-1004	Zip:	
Email:	bmccaslin@bentonvillear.com	Email:	
SSN:	999-99-9999 DOB:	SSN:	

Disclosure		
Member Bank (Acquirer) Information	Important Member Bank (Acquirer) Responsibilities	
Acquirer Name:	BMO Harris Bank N.A.	1. A Discover/Visa/MasterCard/American Express Member is the only entity approved to extend acceptance of Discover/Visa/MasterCard/American Express products directly to a merchant.
Acquirer Address:	150 N. Martindale Rd Suite 900	2. A Discover/Visa/MasterCard/American Express Member must be a principal (signer) to your Merchant Agreement.
Acquirer City:	Schaumburg	3. The Discover/Visa/MasterCard/American Express Member is responsible for educating Merchant on the pertinent Discover/Visa/MasterCard/American Express Operating Regulations with which the Merchant must comply.
Acquirer State, Zip:	IL, 60173	4. The Discover/Visa/MasterCard/American Express Member is responsible for and must provide settlement funds to the merchant.
Acquirer Phone:	(847) 240-6600	5. The Discover/Visa/MasterCard/American Express Member is responsible for all funds held in reserve that are derived from settlement.
Merchant Information	Important Merchant Responsibilities	
Merchant Name:	City of Bentonville, Arkansas	1. Ensure compliance with cardholder data security and storage requirements
Merchant Address:	117 West Central Ave	2. Maintain fraud and chargeback thresholds.
Merchant City:	Bentonville	3. Review and Understand the terms of the Merchant Agreement
Merchant State, Zip:	AR, 72712	4. Comply with Discover/Visa/MasterCard Operating Regulations.
Merchant Phone:	(479) 271-3100	

THE RESPONSIBILITIES LISTED ABOVE DO NOT SUPERCEDE TERMS OF THE MERCHANT AGREEMENT AND ARE PROVIDED TO ENSURE THE MERCHANT UNDERSTANDS SOME IMPORTANT OBLIGATIONS OF EACH PARTY AND THAT THE DISCOVER/VISA/MASTERCARD MEMBER (ACQUIRER) IS THE ULTIMATE AUTHORITY SHOULD THE MERCHANT HAVE ANY PROBLEMS.

X _____

MERCHANT SIGNATURE

MERCHANT PRINTED NAME & TITLE

DATED

Merchant Agreement

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PLEASE NOTE

The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



Underwriting Profile					
Type Of Business:	MOTO	Seasonal:	False	Seasonal High Months:	
Business Description:	Electric, Water, Sewer, and trash Service				
Return Policy:	Other	Days Until Product Delivery:	0		
Monthly Volume:	\$1,184,040.00	Method of Sales			
Average Ticket:	\$260.00	Card Present Swiped	0%	Consumer Sales	80%
Highest Ticket:	\$900.00	Card Present keyed	10%	Business Sales	20%
Discount Paid:	Monthly	Card Not Present	90%	Government Sales	0%

Billing Questionnaire	
Please explain your billing / delivery policy:	
☐	Full payment upfront with _____ days until product / service delivery.
☐	Partial payment required up front with _____ % and within _____ days until final product / service delivery.
☐	Payment received after product / service is provided.
If product / service delivery requires recurring billing, please explain available billing options:	
☐	Monthly
☐	Quarterly
☐	Semi-Annually
☐	Annually
Is any part of your business outsourced to a third-party ?	
YES	NO
If YES, please explain :	

Authorization to ACH (Checking accounts only - Must include voided business check for each account)									
Bank Name:	Arvest Bank	Phone:		City:	Bentonville	State:	AR	Zip:	72712
Depository	Routing #:				#:				
Interchange									
☐	Cost Plus (CP)								
☒	FANF CP / CNP (Varies*)								

* FANF CP and FANF CNP are based on prior month's Visa CNP volume, number of locations processing Visa and Tax ID. For further information on the FANF and MSP Network Fee, please go to www.merchantnetworkfee.com.

Accept?	Card Type	Rate 1	Discount Per Item	Qualification Exceptions (If Applicable) Rate 1 Plus
☒	Visa	0.000 %	Bankcard = 0.000 Check Card = 0.000	Interchange at Pass Through
☒	MasterCard	0.000 %	Bankcard = 0.000 Check Card = 0.000	Interchange at Pass Through
☒	Discover	0.000 %	Bankcard = 0.000 Check Card = 0.000	Interchange at Pass Through
☐	AMEX	0 %	Bankcard = 0 Check Card = 0	

☐ By checking this box merchant opts out of receiving future commercial marketing communications from American Express.

* Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express

Authorization Fees			Other Entitlements		
Type	Per Item Fee		Card Type	Status	Account
Visa/MasterCard	Auth: \$0.20	AVS Fee : \$ 0.000	JCB	None	
Discover	Auth: \$0.20		Carte Blanche	None	
Pin Debit	Auth: \$0.45		Discover	New	
EBT	Auth: \$0.00		American Express	None	
American Express	Auth: \$0.00				
Carte Blanche	Auth: \$0.00				
JCB	Auth: \$0.00				
ARU	Auth: \$0.00				
Voice Auth	Auth: \$0.75				

Merchant Agreement

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PLEASE NOTE

The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



Startup Fees			Monthly Fees		Miscellaneous Fees	
Description	Qty	Price	Fee Description	Amount	Fee Description	Amount
Sage Virtual Terminal	1	0.00			Visa Acquirer Processing Fee	0.0200
Standard Shipping/1-3 Day	1	0.00			MasterCard Network Access & Brand Usage	0.0200
Total:	2	0.00			Visa Data Integrity Fee	0.1000
					Chargeback	15.0000
					Signature Plan %	0.0000
					Amex Non-Swiped/Digital Wallet Fee	0.0035
					Amex Network Fee	0.0015
					Complimentary Online Reporting	0.0000
					ASSESSMENTS VISA® CREDIT CARD TRANSACTIONS %	0.1300
					ASSESSMENTS VISA® CHECK CARD TRANSACTIONS %	0.1100
					ASSESSMENTS MASTERCARD® %	0.1200
					ASSESSMENTS MASTERCARD® LARGE TICKET (\$1K & >) %	0.1300
					MASTERCARD® DIGITAL ENABLEMENT FEE %	0.0100
					ASSESSMENTS DISCOVER® %	0.1100
					Discover Data Usage Fee	0.0200

Collection of Startup Fees will be via ACH - Merchant drafted by Sage Payments

Equipment	
Terminal/Software Type	Terminal Program
Sage Virtual Terminal	VAR / STAGE

Certification and Agreement

By signing below, the merchant named: (1) certifies to Sage Payment Solutions that he/she is authorized to sign this agreement; (2) certifies that all information and documents submitted in connection with this application are true and complete; (3) authorizes bank or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) has read, agreed to, and acknowledges receipt of the terms and conditions of the merchant processing agreement, attached hereto and incorporated herein by reference. The terms and conditions of this application constitute the entire integrated merchant processing agreement by and between merchant, Sage Payment Solutions and bank; (5) agrees that merchant and each transaction submitted to bank will be bound by the agreement in its entirety; and (6) agrees that merchant will submit transactions to bank only in accordance with the information in this application and will immediately inform Sage Payment Solutions in writing at the address above if any information in this application changes. The agreement will become effective only when signed by bank and Sage Payment Solutions. Merchant further acknowledges that, as used in this paragraph, "bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc (American Express) to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day .

Merchant:	By: X	By:
	_____ Merchant Principal or Corporate Officer	_____ Merchant Principal or Corporate Officer
	_____ Print Name	_____ Print Name
Accepted by Bank:	By: _____	
Accepted by Sage Payment Solutions:	By: _____	

Merchant Agreement

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PLEASE NOTE

The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



Personal Guaranty

In consideration of Bank and Sage Payment Solutions' acceptance of the Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Sage Payment Solutions under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and Sage Payment Solutions for all funds due from Merchant pursuant to the terms of the Agreement. This is a guaranty of payment and performance and not of collection, and in no case will Sage Payment Solutions be required to attempt collection from Company or pursue any other remedy or action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California Civil Code Sections 2787 to 2856, inclusive (or any similar suretyship laws), and further waives any and all rights, defenses or notices arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and / or any change in any interest or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Agreement, and unconditionally and specifically authorizes Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank or Sage Payment Solutions from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Sage Payment Solutions in connection with the enforcement of this Guaranty. Guarantor further acknowledges that, as used in this paragraph, "Bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

X _____, An Individual Date _____ Signature _____, An Individual Date _____
Signature _____ Print Name _____

**** EARLY TERMINATION:** If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due Sage. See Article V Section 5.01 of the attached terms and conditions for additional details.

Site Inspection Information (To be completed by Sales Rep)

I HAVE PERSONALLY CONDUCTED A SITE INSPECTION FOR THIS MERCHANT, VISUALLY INSPECTED THE MERCHANT'S INVENTORY (IF APPLICABLE) AND REPRESENT THE INFORMATION IN THIS MERCHANT APPLICATION IS ACCURATE AND COMPLETE

Location Type: ☐ Retail Store ☐ Office ☐ Industrial ☐ Residence ☐ Trade ☐ Other (describe) _____
Merchant: ☐ Owns ☐ Lease Business _____

SALES REPRESENTATIVE - SIGNATURE _____

SALES REPRESENTATIVE PRINTED NAME & TITLE _____

DATED _____

Merchant Agreement

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PLEASE NOTE

The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



TERMS AND CONDITIONS FOR SAGE PAYMENT SOLUTIONS VIRTUAL CHECK

The following terms and conditions govern Company's use of Sage Payment Solutions' ACH Processing Services (the "Services") for its virtual check products. The term "Sage" means "Sage Payment Solutions", a Virginia corporation. The term "Company" refers to the merchant receiving the Services. These are the terms and conditions referred to in the Sage Payment Solutions Virtual Check Merchant Processing Agreement attached hereto, the provisions of which are incorporated herein by reference. These terms and conditions and the attached application constitute the entire agreement between Sage and Company with respect to the subject matter hereof.

Sage is providing an Internet gateway to enable Company's customers to pay for goods and services by means of the Automated Clearing House ("ACH") process. This Agreement and Sage's Web site includes important disclosures and regulatory information that are associated with the Services. The Services allow Company to collect periodic payment receivables from its customer accounts ("Customer Accounts") through Sage Virtual Check and/or transfer credits to its customers through use of the ACH process; Sage will act as Company's agent to initiate credit, debit and adjustment Entries through an Originating Depository Financial Institution (the "Bank"), all pursuant to the terms of this Agreement, the provisions of Title 31 Code of Federal Regulations Part 210 and the operating rules of the National Automated Clearing House Association, as amended from time to time (collectively referred to herein as the "Rules"). Company agrees that it entering into this Agreement, that it will be bound by the Rules. Company understands that in order for the Services, including future services that may be available, to perform, Company is solely responsible for the hardware, software or other technology it uses to access the Services, which will be processed via ACH. Sage will not be responsible for any service difficulties resulting from Company's failure to possess technology adequate to use the Services.

TERMS & CONDITIONS

1. Definitions. Except as otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from the Company hereunder from which Sage prepares Entries.

2. Transmittal of Entries by Company. The Company will use reasonable efforts to provide computer readable information that is accurate, current and in the format specified in the Rules and in conformance with other requirements set forth by Sage, as the same may be amended from time to time, necessary to prepare debit and credit Entries in order to effect collection from and credit to Customer Accounts of the following types: ARC, PPD, WEB, CCD, TEL, POP, RCK. The Company shall update such information from time to time in order that it remains current and accurate at all times. The Company hereby authorizes Sage to initiate ACH credits, debits and adjustments to the Authorized Account. This authorization will remain in effect after termination of this Agreement until all of the Company's obligations to Sage have been paid in full. Confirmation from Sage of a credit or debit ACH transaction does not constitute a warranty that the Company will be paid for the transaction.

3. Processing and Transmittal of Entries. (a) Debits. Sage shall process Entries received from the Company to conform with the file specifications set forth in the Rules, transmit such Entries to the Bank for re-transmittal to the ACH Operator or other location designated by the Bank, all in accordance with the Rules and applicable regulations and operating circulars adopted or issued by the Federal Reserve Board or applicable Federal Reserve Bank, as in effect from time to time. Each Entry or File shall be delivered to Sage by an authorized representative of the Company in accordance with the processing instructions attached hereto. Provided the Company delivers the necessary data in accordance with the processing instructions and in an acceptable format, Sage shall initiate debit Entries to electronically debit Customer Accounts for settlement on the Effective Entry Date (or next banking day in the event that the Effective Entry Date falls on a non-banking day at the customer's depository institution), however if any Debit Entries are returned to Sage in accordance with

the Rules, or if any Debit Entries originated by you were unauthorized, Sage reserves the right to charge the amount of such Debit Entries to the Authorized Account. All Net Settlement Amounts (as defined in Section 16 below) shall be deposited into the account at the financial institution designated in the Application attached hereto to which Sage and the Company are parties ("Authorized Account"). (b) Credits. Provided the Company delivers the necessary data in accordance with the processing instructions and in an acceptable format and deposits immediately available funds into the Agent Account (as hereinafter defined) in an aggregate amount equal to the Entries to be transmitted, Sage shall initiate credit Entries to electronically credit Customer Accounts for settlement on the Effective Entry Date (or next banking day in the event that the Effective Entry Date falls on a non-banking day at the customer's depository institution). Unless such funds are timely received, Sage shall be under no obligation to transmit the related Entry (ies). Once an Entry is transmitted by Sage, the Company shall have no right to the cancellation or amendment of any Entry after its receipt by the Bank. However, Sage shall use reasonable efforts to act on a request by the Company for cancellation of such Entry (ies) prior to crediting a Receiver's account. Except in the case of payroll entries, the total dollar amount of Credit Entries transmitted by the Company to the Bank on any one day shall not exceed Three Thousand U.S. Dollars (\$3,000). The Company acknowledges and agrees that, if an Entry describes its customer or other Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by the Bank in the case of an "on-us" Entry) on the basis of the account number even if it identifies a person different from the named customer or Receiver, and that the Company's obligation to pay the amount of the Entry to Sage is not excused in such circumstances. Company agrees that Sage may withhold any amounts due to the Company from subsequent payments in the event of an overpayment by Sage to Company.

4. Authorizations; Prenotifications. The Company will obtain written authorizations for each requested Entry that it has received from its customers, or, in the event of an authorization for a TEL entry, the minimum information requirements in accordance with the Rules must be provided to Sage. The Company shall further retain the original or a microfilm record

for two (2) years after termination or revocation of such authorization, or in the case of an authentication made via telephone, the Internet or other on-line network, the Company must retain a copy of the authorization and a recorded record of the authentication. The foregoing authorizations shall be provided to Sage upon request. The Company agrees that, at its cost, it will periodically review its authentication techniques to ensure that its security measures are adequate, and make all necessary changes, to ensure that all authentication techniques are in accordance with all applicable laws, regulations and statutes and the Rules. Sage may, at its option, initiate a pre-notification entry for any ACH transaction. If Sage chooses to transmit pre-notification entries, it will not initiate live dollar entries until at least six (6) banking days following the settlement date of the pre-notification entry. Such notice shall be provided to the Bank in the format and on the medium provided in the Rules. After Sage has received notice that any such notification has been rejected by a receiving financial institution, or that a receiving financial institution will not receive Entries without having first received a copy of the authorization signed by its customer, Sage will not initiate any Entry to such customer unless and until the Company provides Sage and the receiving financial institution with such authorization within the time limits provided by the Rules. If individual ACH transaction values or the monthly total of the Company's ACH Debits and Credits exceeds Sage's standard limits, Company may request Sage to increase these limits by agreeing to additional underwriting review to be performed by Sage. If Rejects or Returns exceed two percent (2.0%) of total monthly transaction volume, Sage reserves the right to (i) adjust transaction fees and rates, (ii) require reserves, or additional reserves as defined in this Agreement; or (iii) to cease providing the Services described hereunder if Sage in its sole discretion determines that the Services provided to the Company hereunder contribute to an unacceptable volume of ACH returned items. Additional factors that may determine adjustment of fees, potential reserves or cancellation include average sale amount, processing volume, credit volume, and other factors that may affect the risk of fraud or merchant instability, in the sole discretion of Sage.

5. Rejects/Returns/Revocations of Authorization; Reserve Account. Sage shall notify the Company by

fax or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than two (2) business days after such receipt. Except for an Entry transmitted by the Company in accordance with Section 3, Sage shall have no obligation to re-transmit a returned Entry or reinitiate an Entry without further evidence of valid authorization. *All returned Entries are each subject to an additional \$25.00 return fee, unless otherwise stated in this agreement.* Company hereby agrees, if so requested by Sage, to maintain a reserve with Sage with a sufficient balance in Sage's sole discretion to cover Returns, NSF, reversal of ACH transactions and similar debits and fees payable hereunder and any other liabilities of Company as specified in Section 16 ("Reserve Account"). Company authorizes Sage to establish and maintain reserves in such Reserve Account by means of offset from daily settlement activity or provide such reserve funds requested by Sage within 48 hours of the request. Company will pay to Sage the amount of any returned debit that cannot, for any reason in part or in whole, be debited against Company. Company understands that electronic funds transfers can be "charged back" or "returned" against the Originating Financial Depository Institution's account for up to 60 days following the statement date of the receiving institutions' transaction notification to customers' accounts for debit and credit entries. If the Company wishes to revoke an authorization, (other than for a POP, TEL and Single Entry WEB entries) it must do so directly with Sage and provide an executed affidavit to the RDFI that the debit entry has been revoked directly with Sage. Sage's Bank may request a copy of the affidavit within one (1) year of the date on which the adjustment entry was initiated by the RDFI.

6. Compliance with Laws and the Rules; Notification of Change. The Company and its principals understand the Rules, agree to be bound by, and shall comply with the Rules. Furthermore, the Company agrees to comply with all applicable Federal, state and local laws, rules and regulations as amended from time to time regarding the subject matter of this Agreement, including but not limited to the Federal Fair Credit Reporting Act and Regulation E, 12 CFR 205 et. seq., Regulation CC, Articles 4 and 4A of the Uniform Commercial Code, and the Electronic Funds Transfer Act. The specific duties of the Company provided in this Agreement in no way limit the foregoing undertaking. The Company agrees that it will promptly respond to all Reports of Possible ACH Rules Violation to Sage. Company bears the final responsibility to ensure that its consumers' policies and procedures meet the requirements of the Rules. The Company agrees to consult with its counsel regarding compliance of its authorization and payment procedures and its compliance with the Rules, and shall not rely on Sage for any advice with respect to compliance with the Rules, or any Federal, state, or local rule, statute, regulation or law.

Sage shall make reasonable attempts to provide the Company with a notification of change ("NOC") from the ACH Operator within two (2) business days following the Bank's receipt of same, if the Bank has provided Sage with the NOC. Sage shall, following receipt of an NOC, reserve the right not to re-transmit

or reinitiate an Entry without confirmation that the Entry is accurate.

6.01 IRS Withholdings and Reporting. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as Sage, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Company processing through Sage. Company shall verify its identity by providing Sage with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Company Account. In the event Company fails to provide its TIN, Sage will place a restriction on Company's Account and may restrict the receipt of funds into Company's Account, or withhold a percentage of payments deposited into Company's Account in order to satisfy the backup withholding requirements of the IRS.

7. Rejected Entries. Sage shall use reasonable efforts to notify the Company of a rejected Entry by fax or electronic transmission no later than the following business day such Entry would have been transmitted by Bank or ACH Operator to Sage. Regardless of the reason for a rejected Entry, it shall be the responsibility of the Company to remake such Entries or provide sufficient data for Sage to remake the same; provided, however, that Sage shall remake such Entries in any case where such rejection by the ACH was due to mishandling of such Entries by Sage and sufficient data is available to Sage to permit it to remake such Entries. The Company shall retain and provide Sage on request all information necessary to remake any file of Entries for three (3) days after the midnight of the Settlement Date.

8. Reversals; Erroneous Entries. The Company shall be responsible for monitoring the accuracy of all transmittals and of notifying Sage of any duplication or error requiring correction. The Company shall not knowingly transmit any false information. Sage may assess a processing fee of up to \$500 per occurrence for each instance in which it proves that the Company has knowingly transmitted false information as part of an Entry. If the Company discovers that any Entry it has initiated was in error, it must notify Sage within 24 hours of the discovery of the error. If such notice is received no later than three hours prior to the ACH receiving deadline, Sage will utilize reasonable efforts to initiate a reversing Entry or stop payment of any "on us" Entry within the time limits provided by the Rules. If such notice from the Company is received after the time provided above, Sage would utilize its reasonable efforts on behalf of the Company. Except for an Entry transmitted by the Company in accordance with Section 3, Sage shall have no liability for and shall be indemnified (including attorneys' fees and costs) by the Company for its efforts to affect an adjusting Entry or stop payment.

9. Marketing Materials; Use of Sage Marks; Company's Marks. The Company shall have a non-exclusive license to use Sage marketing materials containing the Sage name, service mark, symbols, and logos associated therewith as may be supplied by Sage from time to time including but not limited to EFTCash® Sage™, Sage Virtual Check™, and Sage

Gateway™ (the "Sage Marks"). The Company will use the Sage Marks only in a manner and form approved by Sage. Company is granted by Sage the right to use the Sage logo unaltered on its web-site in the reasonable representation of the Company's use of the Services until such time as this Agreement is terminated and solely in the connection with the solicitation of its customers' agreement to utilize the Services provided hereunder. All right, title, ownership and interest in and to the Sage Marks remain with Sage, and upon termination of this Agreement, the Company shall have no further right to the use of the Sage Marks, shall immediately cease all use and display thereof, and shall return to Sage all such marketing materials provided by Sage and remaining in Company's possession. If at any time during the term of this Agreement, Sage determines that the Company is not utilizing the Sage Marks in accordance with the terms of this Agreement, Sage may demand that the Company cease and desist from all use of the Sage Marks and return all such marks directly to Sage. The Company is fully responsible for the content of its web site and for the advertising and promotion through any media of all of its offerings. The Company certifies and represents to Sage that it is the owner or that it has full right and authority to use and disseminate all information, data, graphics, text, video, music or other intellectual property which either forms a part of its web-site, which is provided by Company to its consumers, or which is used by Company in its advertising or promotion.

10. Acceptance of ACH Rules. In order to facilitate the Company's compliance hereunder with the Rules and with applicable law, subject to the limitations set forth in Paragraph 6, Sage may provide certain materials, and forms ("Materials") and may make available appropriate personnel as it deems appropriate to assist the Company to maximize their use of the Services offered hereunder. The Company further acknowledges that it is an Originator under the Rules. All Materials are provided solely for the convenience of the Company, and Sage makes no representation or warranty as to the legal sufficiency thereof and assumes no liability therefore, and Company represents and warrants that it will have its own legal counsel review the sufficiency thereof and will rely on its own business and legal judgment in determining to what, if any, extent it wishes to utilize Sage Materials. All such forms shall be printed at the sole expense of the Company and all unused Materials shall be returned to Sage or destroyed by the Company upon termination of this Agreement.

11. Data Retention; Verification and Security. The Company shall retain data on file adequate to permit remarking of Entries for seven (7) banking days following the date of their transmittal by Sage as provided herein, and shall provide such data to Sage upon its request. For Internet-initiated Entries, the Company represents and warrants that it shall ensure that the financial information it receives is protected by security practices and procedures that include (i) physical security to protect against theft, tampering or damage, (ii) personnel and access controls to protect against unauthorized access and use, (iii) network security to ensure secure capture, storage and distribution, (iv) 128-bit encryption technology for

Internet transactions, (v) commercially reasonable fraud detection systems, (vi) procedures to verify routing numbers and authenticate consumer identity, and procedures to establish credit-worthiness and exposure limits for its customers. Company agrees that it shall conduct or have conducted annual audits to ensure that the financial information it obtains from its customers is protected by security practices and procedures that include, at a minimum level, the practices set forth in (i) through (iii), hereinabove. For each Entry initiated in response to a telephone authorization from a consumer, Company represents and warrants that its has employed commercially reasonable procedures to verify the identity of the consumer; and that it has utilized commercially reasonable procedures to verify that each routing number is valid.

12. Representations and Warranties of Company.

The Company represents, warrants and agrees that (a) All information contained in this Agreement, any application or in any other documents delivered to Bank and/or Sage in connection therewith is true and complete and properly reflects Company's business, financial condition and principal partners, owners or officers; (b) this Agreement (i) has been duly authorized, and delivered by the Company; (ii) is in full force and effect; (iii) the person executing this Agreement is duly authorized to bind the Company to all provisions of this Agreement; and (iv) such person is authorized to execute any and all documents and to take any action on behalf of the Company which may be required by Sage now or in the future; (c) this Agreement does not violate any law or conflict with any other agreement to which the Company is bound; (d) There is no action, suit or proceeding pending or threatened which if decided adversely would impair Company's ability to carry on its business substantially as it is now being conducted; (e) the Company has obtained all necessary regulatory approvals, licenses and certificates to provide any services that it intends to offer; (f) the Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, regardless of the nature of the laws and regulations, and shall continue to comply with all applicable laws and regulations that may apply to it in the future; (g) Company shall be bound by and comply with the Rules as in effect from time to time and acknowledges that Entries may not be initiated that violate the Rules, or laws of the United States; (h) it shall pay all taxes and other charges imposed by any governmental authority on the Services provided under this Agreement (i) each person shown as the Receiver on an Entry received by Sage from Company has authorized the initiation of such Entry and the crediting and/or debiting of such person's account in accordance with the Rules, by Regulation E or other applicable law and this Agreement in the amount and on the Effective Entry Date shown on such Entry, and the Company will retain all of such authorizations for a period of six (6) years after their termination or revocation or for such longer period as may be required by the Rules or applicable law and provide a copy to Sage upon request; (j) such authorization is valid at the time of transmittal or crediting/debiting by Sage as provided herein and has not been revoked by operation of law or otherwise; (k) Entries transmitted to Sage by Company

are limited to those types of credit and debit Entries set forth in Schedule A, and is for an amount which, as of the applicable Settlement Date, will be due and owing, has been specified to be paid, or is a correction of a previously transmitted erroneous Entry; (l) except as otherwise notified by Company, each of the Customer Accounts is a "consumer account" within the meaning of Federal Reserve Board Regulation E; (m) all transactions submitted hereunder are bona fide; (n) Company has never been terminated for cause from an agreement in which the Services contemplated herein are provided; (o) this Agreement constitutes the legal, binding and enforceable obligation of Company, enforceable in accordance with its terms; (p) each Entry conforms in all respects to the Rules and applicable law; and (q) Company authorizes Sage to audit its records to confirm compliance with this Agreement. All Sage instructions as set forth in this Agreement or in any schedule shall be complied with by Company. Non-compliance may result in immediate implementation of non-compliance fines and/or cessation of service by Sage.

13. Liability Limitations on Liability. Sage shall be responsible only for performing the Services expressly provided for in this Agreement, and may be liable only for its gross negligence in performing those Services. Sage shall not be responsible for the acts or omissions of the Company or its owners, directors, officers, employees or representatives (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Company) or those of any other person, including, without limitation, the Bank, any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Sage's agent. Sage also will not be responsible for any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communication, networks, legal constraints or other events beyond its control. Because of the difficulty of determining actual damages for any failure of Sage to perform its obligations under this Agreement, the parties agree that the extent of any damages hereunder, if any, shall be limited in amount to the greater of the Minimum Transaction Processing Fees or the amount of the Transaction Processing Fees based upon the Schedule of Charges (Fees) attached to this Agreement paid for the one calendar month preceding the month in which the loss occurred. **IN NO EVENT SHALL SAGE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH THE COMPANY MAY INCUR OR SUFFER IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM SAGE'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. SAGE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE**

SERVICE, ITS USE AND THE RESULTS OF SUCH USE. Without limiting the foregoing, Sage specifically disclaims any warranty (i) that the service will be uninterrupted or error-free, (ii) that defects will be corrected, (iii) that security methods employed will be sufficient, or (iv) the service will be correct, accurate or reliable. In addition, Sage shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve Board guidelines or if Sage otherwise would cause the violation of any provision of any risk control program of the Federal Reserve Board or any rule or regulation of any other US governmental regulatory authority. Sage's liability for loss of interest resulting from its unexcused error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Sage's option, payment of such interest may be made by crediting the Authorized Account resulting from any claim for which Sage is liable for under this Section 13.

14. Indemnification. The Company shall be liable for and shall indemnify and hold harmless Sage and the Bank and their employees, officers, directors, agents and affiliates from and against any claim, loss, damage, penalty, cost or expense (including attorneys' fees and expenses) resulting or arising from (a) any breach of any of the representations, warranties and agreements of the Company contained in this Agreement, (b) any claim of any person whatsoever of whatever nature arising out of this Agreement, and for all attorneys' fees and other costs or expenses paid by Sage in the enforcement of this Agreement, including, but not limited to those resulting from any transaction processed under this Agreement and/or (c) any costs or expenses incurred by Sage related to any bankruptcy filing that Company may file. If any of the Entries that are on Sage's system belonging to Company are subpoenaed by legal process or otherwise, Sage shall use reasonable efforts to notify Company. If Company does not respond in a timely manner, and/or thirty (30) days elapses from Sage's receipt of subpoena, Sage may produce records in accordance with the subpoena. Notwithstanding the foregoing, should Company request that Sage not produce any records in response to a valid subpoena, Company shall indemnify and pay all costs incurred, including attorneys' fees that Sage incurs in opposing the subpoena. Sage shall estimate the costs and attorneys' fees of opposing the subpoena, and Company shall pay those fees and costs to Sage BEFORE Sage has any obligation to take any action to oppose the subpoena. If Company fails to pay the costs and fees in advance, Sage shall have no obligation to oppose the subpoena and may respond to it in accordance with its terms. Should Company pay Sage's fees and costs in advance, Sage shall oppose the subpoena but does not warrant whether it will be successful in doing so.

15. Compensation. The Company shall pay Sage the fees and charges for the Services rendered hereunder in accordance with the Fees and Charges as set forth in this Agreement. Such fees and charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar

taxes relating to the Services provided for herein, and any fees or charges provided for in any related account agreement with the Bank. The fees and charges are subject to change upon 30 days' prior written notice (by electronic or U.S. mail) to the Company. Upon receipt of any notice of fee increase, the Company may, by written notice to Sage given at least 10 days prior to the effective date of any such fee increase, terminate this Agreement as set forth in Paragraph 17. In such event no cancellation fees will be charged. The effective date of termination shall be no later than 90 days following the date of the Company's notice. Any such fee increase shall not be effective with respect to the Company during the notice period. If Company does not terminate the Agreement, it shall be deemed to have accepted the fee and cost increase.

16. Collection of Amounts from Debit Entries and Fees. Concurrent with the execution and delivery of this Agreement, Sage shall have established a fiduciary account and a ledger account on its books in connection with its master account, titled "Sage Corporation/Fiduciary" (the "Agent Account") with the Bank(s) into which funds received from Customer Accounts shall be credited and from which funds may be debited by Sage for settlement in accordance with this Agreement. Within 5 days of the Settlement Date of the respective debit Entries initiated by it hereunder (or such longer period as may be required by Sage as a condition to acceptance of this Agreement, which shall be specified in a written notice to the Company), Sage shall direct the remittance to the Company of the aggregate amount of such debit Entries less (i) all applicable fees and charges payable to Sage under this Agreement or required by Sage to fund or replenish the reserve established hereunder and (ii) the amount of rejected Entries and returns of debit Entries (the "Net Settlement Amount"). Periodic and other single charges payable hereunder shall be deducted from the first transmittal of Entries received during the period in which the fee or charge is payable. From time to time, Sage shall debit the Agent Account, the Authorized Account, or related clearing account for fees and charges earned under this Agreement and for any returns not previously deducted. The Company authorizes Sage and Bank to debit via ACH the Agent Account, the Authorized Account, the Reserve Account, any other account the Company has with Sage, an affiliate or subsidiary of Sage, Bank or at any other financial institution as an offset for any amount the Company owes under this Agreement or under any other contract, note, guaranty, or dealing of any kind now existing or later entered into between the Company and Sage or any subsidiary or affiliate, whether the Company's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event such ACH does not fully reimburse Sage and Bank for the amount owed, the Company will immediately pay Sage and Bank such amount. The Company acknowledges that this Agreement is an agreement pursuant to which Sage is extending the Company financial accommodations within the meaning of Section 365(c) of the Bankruptcy Code. In the event Company becomes a debtor in any bankruptcy or similar proceeding, this Agreement cannot be assumed or enforced by any other person

and Sage shall be excused from any further performance hereunder.

17. Term. Except as otherwise provided herein for earlier termination, the initial term of this Agreement shall be three (3) years commencing as of the Effective Date hereof and shall be automatically renewed for additional two (2) year terms, unless either party gives to the other party written notice of its intention not to renew at least ninety (90) days prior to the expiration of the then current term. The effective date ("Effective Date") shall be defined by the date the contract is ratified by Sage. Upon receipt of any material modification to this Agreement as set forth in Paragraph 15, the Company may terminate this Agreement within seven calendar days after delivery of notice of termination to Sage. Notwithstanding the foregoing, this Agreement shall not terminate beyond the term of Sage's agreement with the Bank for the origination of ACH entries.

18. Default; Termination. Sage shall have the right to immediate termination of this Agreement if the Company's representations and warranties contained in this Agreement are not true and correct both on the day made and at any time during the term of this Agreement. Sage may also cancel any account for any customer of Company or Company if it participates in any illegal, unethical or other unacceptable behavior that Sage, in its sole discretion, deems to adversely reflect on Sage's reputation, and either party may terminate this Agreement if the other party (i) is in default of any obligation under this Agreement (which shall include nonpayment of fees and charges) and such default has continued for fifteen (15) days following notice and opportunity to cure, (ii) files or suffers the filing of a petition for relief under the bankruptcy laws or (iii) makes an assignment of all or substantially all of its assets for the benefit of creditors. Any termination of this Agreement shall not affect any of the obligations of either party arising prior to such termination. Notice of termination must be given in writing by Company. Upon termination of this Agreement by Company during the Initial Term or any Renewal Term, Company shall pay to Sage a Termination Fee of Twenty-Five (\$25.00) Dollars for every month remaining in any such term ("Termination Fee"), except that a Termination Fee shall not be owed to Sage in the event of a termination for a fee increase as set forth in Paragraph 15. Upon termination as set forth in this Paragraph, the Company shall notify Sage of the effective date of such termination, and any processing fees due to Sage must immediately be paid upon notice of cancellation. Sage shall retain in the Agent Account for a period of no less than one hundred fifty (150) days following termination an amount in reserve sufficient, in its sole discretion, to pay for any items returned subsequent to the effective date of termination to cover return items. Accounts are not closed until the account balance is paid in full. Sage is hereby authorized to draft from Company's bank account the amount of all fees due upon cancellation. During this period, Sage shall forward to the Company return item verifications as they are received. At the expiration of such period, Sage shall return any remaining funds owed the Company or invoice the Company for any return item amount still due it. Any

termination by Company will not affect Sage's rights or obligations arising before the termination.

19. Status of Sage. The parties hereto acknowledge and agree that Sage is acting solely in the capacity of data processing agent for the Company, has no responsibility for providing any funds to the Bank to cover any Entry it transmits on behalf of the Company, and the Company, any accounts established by the Company, hereunder or otherwise, and/or the Guarantor(s) are liable for any and all compensation due Sage for its Services as agent.

20. Security Procedures; Confidentiality. The Company agrees to comply with the procedures established by Sage or the Bank for security as are communicated to it either orally or in writing and will contact Sage immediately if it has reason to believe that confidentiality has been or is likely to be breached.

21. Notices. All notices, requests and other communications under or in connection with this Agreement shall be in writing and shall be given by electronic mail, facsimile transmission, express carrier or United States registered or certified mail, addressed to the applicable party or parties at the address provided to the other or as set forth above, or at such other address as may be designated by notice as provided herein. Any such communication shall be effective upon its receipt.

22. Binding Agreement; Third Party Beneficiary. The terms of this Agreement shall be binding upon and inure to the benefit of each party hereto and its respective successors and permitted assigns. The Company agrees that the Bank shall be a third party beneficiary of this Agreement and, without limitation as to other rights as a third party beneficiary, shall be entitled to rely on the representations, warranties and agreements of the Company as if made in a written agreement directly between the Bank and the Company. Except as expressly contemplated by herein, this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto and the Bank.

23. Amendment. From time to time Sage may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day in order to comply with modifications to applicable laws and regulations and the Rules. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in Sage's notice to the Company.

24. Assignment. The Company may not assign this Agreement or any of the rights or obligations hereunder, without the prior written consent of Sage, which consent shall not be unreasonably withheld.

25. Entire Agreement; Headings. The terms and conditions contained herein together with the Agent Account, application, Authorized Account and any exhibits hereto constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersede any prior agreement or understanding and except as set forth herein, may only be modified in writing executed by all parties. In the

event of any inconsistency between the terms of this Agreement and any Materials/Instructions provided by Sage, the terms of this Agreement shall govern. Headings contained in this Agreement are used for reference purposes only and are not a part and shall not affect the construction or interpretation of this Agreement.

26. Credit and Financial Inquiries. (a) Company authorizes Sage to make, at any time, any credit inquiries which either may consider necessary to accept or review acceptance of this Agreement subsequent to Sage's acceptance of this Agreement. Such inquiries shall include, but are not limited to, a credit check of the business including its proprietor, partners, principal owners or officers. If requested to do so by Sage, Company shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements income tax and business tax returns and other financial information as Sage may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices

27. Severability. In the event performance of the Services required hereunder would result in a violation of any present or future statute, regulation or government policy to which Sage is subject, then any provision of this Agreement the performance of which would constitute such a violation shall be deemed null and void, and this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Sage shall incur no liability to the Company as a result of its performance in accordance with any such amendment.

28. Survival. All representations, warranties, covenants, and agreements of the Company contained herein shall survive the execution, delivery and termination of this Agreement.

29. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to choice of law rules. The Company consents to the jurisdiction and venue of the United States District Court for the Eastern District of Virginia and the courts of general jurisdiction of Fairfax County, Virginia as applicable, to the exclusion of all other forums. **EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. COMPANY ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be

deemed an original, but all of which together shall be deemed to be one and the same instrument. A facsimile signature will be binding and legal in all respects as if it were an original signature to the Agreement.

31. Consent to E-Mail Communications. By entering into this Agreement with Sage the Company is consenting to the receipt of electronic mail ("e-mail") from Sage.

32. Non-Compliance. Non-compliance with the terms of this Agreement could result in immediate implementation of non-compliance fines to Company and/or cessation of the service described hereunder by Sage.

33. Appointment as Agent. The Company desires to effect settlement of credits and debits from the clearing account of Sage by means of ACH as anticipated by Agreement. In accordance with this desire, the Company authorizes Sage to initiate debit and credit entries to the Authorized Account. By signing this authorization, the Company states that it has authority to agree to such transactions and that the Authorized Account indicated is a valid and legitimate account for the handling of these transactions. This authority is to remain in effect until Sage receives written notice from the Company withdrawing it. This authorization is for the payment of fees, returns, credit collections, and disbursements. The Company also certifies that the appropriate authorizations are in place to allow the Company to authorize this method of settlement.

34. Authorization and Notification Requirements. Transactions processed through the Automated Clearing House (ACH) are strictly controlled by Governmental Regulations and monitored by the Federal Reserve. The Company must have appropriate authorization from Receivers for initiation of Entries. The following directive is offered to promote accuracy and standardization for authorization requirements: A statement authorizing the Originator (Company) to initiate credit or debit entries to the consumer's account and authorizing the RDFI to accept and post them to such account including (i) Account and Routing numbers must be accurately stated; (ii) date and signature(s) are required, except that in the case of Internet or other electronically initiated transactions, there must be evidence of similar authentication by the Receiver; (iii) Originators (Companies) must ensure that the consumer is completely aware of the nature of the product or service that he or she is purchasing; (iv) provisions that permit the consumer to terminate the authorization by written notification to the Originator (Company) in such time and manner to afford the Originator (Company) and the RDFI reasonable opportunity to act on such notification. In an application where the debit amount varies, specific additional requirements apply. If a pre-authorized debit transfer varies from a previous transfer relating to the same authorization or from a fixed pre-authorized amount, the Originator (Company) must mail to the customer or deliver to him written notice of the amount and scheduled date of the transfer at least ten (10) calendar days before the scheduled transfer date. Additionally, if the Originator (Company) informs the consumer of the right to receive notice of

all varying transfers, the consumer may elect to receive notice only when a transfer does not fall within a specified range of amounts; or, alternately, the consumer may elect to receive notice only when a transfer differs from the most recent transfer by more than an agreed upon amount.

35. Attorneys Fees. Company will be liable for and will indemnify and reimburse Sage for all attorneys' fees and other costs and expenses paid or incurred by Sage in the enforcement of this Agreement, or in collecting any amounts due from the Company to Sage or resulting from any breach by Company of this Agreement.

36. Security Interest. TO SECURE ALL OBLIGATIONS OF COMPANY TO SAGE ARISING FROM THIS AGREEMENT, COMPANY HEREBY GRANTS SAGE A LIEN AND SECURITY INTEREST IN ALL TRANSACTIONS AND ITEMS SUBMITTED FOR PROCESSING, ALL RIGHTS RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL AMOUNTS DUE COMPANY, ALL DEPOSITS REGARDLESS OF SOURCE, TO ANY OF COMPANY'S ACCOUNTS ESTABLISHED AS SET FORTH IN THIS AGREEMENT OR OF ANY PARTY SIGNING THIS AGREEMENT PERSONAL GUARANTY (THE "SECURED ASSETS"). Said security interest may be set off or otherwise be exercised by Sage without notice or demand of any kind. The exercise of this security interest shall be addition to any other rights of Sage under the Uniform Commercial Code, this Agreement, applicable laws or in equity. The parties specifically acknowledge and affirm that pursuant to the Uniform Commercial Code of Virginia, this Agreement shall constitute a security agreement and that Sage has a general lien upon the accounts described in this Agreement and right of offset against all funds that may be due to Company, which shall stand as one continuing collateral security for the timely performance of Company's obligations to Sage. Sage shall also have the right to require the Company to furnish such other and different security, as Sage shall deem appropriate in its sole discretion in order to secure Company's obligations under this Agreement. Company agrees to execute any documents or take any actions required in order to comply with and perfect any security interest under this Section at Company's cost. To the extent permitted by law, Company authorizes Sage to execute any financing statement or other documents relating to this security interest. Company represents and warrants that no other party has a security interest or lien in the Secured Assets.

37. Force Majeure. Sage shall not have any responsibility and shall incur no liability for any failure to carry out, or any delay in carrying out, any of its obligations under this Agreement resulting from acts, omissions, or inaccuracies of third parties not under its reasonable control, acts of God (including, but not limited to, fire, floods or adverse weather conditions), labor difficulty, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions or any other cause beyond its reasonable control.

VIRTUAL CHECK AGREEMENT BETWEEN
CITY OF BENTONVILLE
AND
SAGE PAYMENT SOLUTIONS

AMENDMENT TO TERMS AND CONDITIONS

This Terms and Conditions to the Virtual Check Agreement ("Agreement") by and between Sage Payment Solutions, Inc. ("Sage") and the City of Bentonville ("Company"), are hereby amended and is effective November 19, 2015 ("Effective Date"). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement.

WHEREAS, the Parties desire to modify the Agreement to amend the Terms and Conditions.

NOW, THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend as follows:

1. The following sentence shall be added at the end of Article 14: "The City of Bentonville is granted certain immunities as a municipal corporation. Nothing in this section shall be deemed a waiver of any immunities pursuant to law."
2. The first two sentences of Article 29 shall be deleted in their entirety and replaced with the following: "This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without giving effect to choice of law rules. The Company consents to the jurisdiction and venue of the Arkansas and the courts of general jurisdiction, as applicable, to the exclusion of all other forums."
3. Article 35 shall be deleted in its entirety.

This Amendment, together with the Agreement and any exhibits, schedules, attachments, appendices and amendments thereto, constitute the entire agreement between the Parties with respect to the subject matter hereof, supersede any other oral and written representations, understandings or agreements relating to the subject matter hereof, and may not be amended except by written agreement signed by the Parties. In the event of any inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall govern and control.

If any provision of this Amendment is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of this Amendment, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision, which conforms to applicable law and embodies as closely as possible the original intent of the Parties.

Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Amendment as of the Effective Date.

Sage Payment Solutions, Inc.

City of Bentonville

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____



SAGE PAYMENT SOLUTIONS

1750 Old Meadow Road
Suite 300
McLean, VA 22102
Phone: (800) 261-0240

VIRTUAL CHECK MERCHANT PROCESSING APPLICATION

Referral:

Lead Source: None

Office:	Invoice Cloud, Inc.	Office Phone:	7818483733233	Application ID:	209249
Application Date:	9/30/2015 12:00:00 AM	Contractor Name:	Carolyn Ambrose	Association:	Invoice Cloud, Inc.
General Information					
Type of Ownership:	Government (Fed,St,Local)	Business Open	1/1/1900	Existing MID:	
Legal Business Name:	City of Bentonville, Arkansas		Business Name: City of Bentonville, Arkansas		
Mailing/Billing Address:	117 West Central Ave		Location Address: 117 West Central Ave		
City:	Bentonville	State:	AR	Zip	72712
Phone:	(479) 271-3100	Fax:	(479) 271-5910	Phone:	(479) 271-3100 Fax (479) 271-5910
Contact:	Robert McCaslin	Email:	bmccaslin@bentonvillear.com	Customer Service Number:	(479) 271-3100
Federal Tax ID:	716000642	D & B:		Web Site:	
General Comments: Utility MCC Code 4900 & Please apply for the visa program.					

Tax Information					
Name (as it appears on your Federal Tax Return): City of Bentonville, Arkansas					
Federal Tax ID:	716000642	State Filed:	AR	Type of Ownership:	Government (Fed,St,Local)
☐ I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN					
☒ I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099					
Owner/Officer 1		Owner/Officer 2		Trade Reference	
50%		0%			
Name:	Robert McCaslin	Name:		Name:	
Title:	Mayor	Title:		Title:	
Address:	117 West Central Ave	Address:		Address:	
City:	Bentonville	State:	AR	City:	State:
Zip:	72712	Phone:	(792) 713-1004	Zip:	Phone:
Email:	bmccaslin@bentonvillear.com	Email:		Email:	
SSN:	999-99-9999	DOB:		SSN:	DOB:

Underwriting Profile			
Type Of Business:	MOTO	Seasonal:	False
Seasonal High Months:			
Business Description: Electric, Water, Sewer, and trash Service			
Return Policy:	Other	Days Until Product Delivery:	0

*Company has obtained written authorization from the consumer to debit/credit consumer's depository account.

**Company has obtained verbal authorization from the consumer to debit/credit consumer's depository account, but does not have written authorization.

Annual Volume:	\$7,104,240.00	Average Ticket:	\$260.00	Highest Ticket:	\$90.00
*Written:	100%	**Non-Written:	0%	Merchant:	20%
		Consumer:	80%		

Authorization to ACH (must include voided business check)					
Bank Name:	Arvest Bank	Phone:		City:	Bentonville
		State:	AR	Zip:	72712
Depository		Fees		Routing #:	

Virtual Check Fees						
Description	Qty	Price	Transaction Fees	Tran Fee	Rate	Miscellaneous Fees
	Total:		CCD Written		0.75	Statement Fee: 0.00
			CCD Non-Written		0.75	Minimum Fee: 0.00
			PPD Written		0.75	File Fee: 0.00
			PPD Non-Written		0.75	Reject Fee: 10.00
			WEB		0.75	Gateway Fee: 0.00
			ARC		0.75	Maintenance Fee: 0.00

Virtual Check Originators

IMPORTANT NOTES: APPLICATION FEE INCLUDES CREATION OF UP TO FIVE (5) ORIGINATOR ID'S AS INDICATED BELOW.
FEES WILL BE ASSESSED FOR ADDITIONAL ORIGINATOR ID'S.
A VOIDED CHECK FOR EACH BANK ACCOUNT LISTED BELOW MUST BE ATTACHED.

Description	Type	Comments	Disbursement	Fee	Reject
-------------	------	----------	--------------	-----	--------

Execution of Agreement

By signing this agreement, the company certifies to Sage that it is authorized to sign this agreement. This agreement, together with the terms and conditions attached hereto, and incorporated herein by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements. The company hereby agrees to abide by all the provisions of this agreement.

1. All of the Company's application and expedite (if applicable) fee(s) will be non-refundable if Company cancels the Agreement before credit approval and/or installation.
2. This Agreement is not considered received until all documentation requirements and requests have been fulfilled by the Company.
3. The Signatory hereby gives permission to Sage to access his/her credit history via Trans Union, Equifax or other credit-reporting agency.
4. An authorized Officer of the Company has read and hereby acknowledges receipt of the terms and conditions to it.

In witness whereof the parties hereto have caused this agreement (including funds transfer instructions included herein) to be executed by their duly authorized representatives to be effective on the date set out below.

By signing this Agreement, the Company understands that outstanding sums due and owing to Sage, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in Fees or termination of this Agreement, per the attached Terms and Conditions. In the event of non-payment of any sums due, Sage reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same. By signing below, the Company represents that the information it has provided on this Agreement is complete and accurate.

Company Name:		SAGE PAYMENT SOLUTIONS
OWNER PARTNER / OFFICER 1	OWNER PARTNER / OFFICER 2	
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

As a primary inducement to Sage to enter into this Agreement, I, the undersigned Guarantor, absolutely and unconditionally guarantee the full and prompt payment of all Company's indebtedness and liabilities, and the performance of all Company's obligations, to Sage under this Agreement (the "Obligations"). I agree that upon Company's default I will pay Sage, in accordance with the terms and conditions of this Agreement, all fees and other sums payable by Company under this Agreement. Further, I acknowledge and agree that (i) this Guaranty will continue until the Obligations are fully and finally performed; (ii) this is a guaranty of payment and performance and not of collection, and in no case will Sage be required to attempt collection from Company or pursue any other remedy or action before collection from me; (iii) the provisions of the Agreement may be modified or waived without notice to or consent by me and without invalidating this Guaranty; (iv) this Guaranty will be governed by and construed in accordance with the laws of the Commonwealth of Virginia; (v) Sage is authorized to investigate any and all credit information pertaining to this Guaranty; (vi) I will be responsible for all legal fees and other costs that Sage incurs enforcing this Guaranty.

Signature:	Social Security #:	Affiliation with Company:
------------	--------------------	---------------------------

** EARLY TERMINATION: If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due Sage. See Article V Section 5.01 of the attached terms and conditions for additional details.

Site Inspection

By the signature below, signatory verifies that (i) he/she has physically inspected the Business Premises; and (ii) the information stated in this Agreement is correct, to the best of his/her knowledge and is represented by her/his Company.

Sales Representative - Signature:	Sales Representative - Printed Name:	Date:
-----------------------------------	--------------------------------------	-------

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH SAGE
PAYMENT SOLUTIONS.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Sage Payment Solutions for credit/debit card and virtual check processing for Selectron IVR and Invoice Cloud web presentment interfacing with the City's utility billing system, as set forth in the agreement attached hereto as Exhibit "A".

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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	15-56
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Request Council approve the bid award for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room and award bid to Oelke Construction. This is an unbudgeted item requiring a budget adjustment.

COST TO CITY:

Cost of this Request: \$355,000

Additional Budget Amount \$355,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	355,000
Remaining After Adjustment	\$ 355,000

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



INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: GARY WILSON
SUBJECT: UTILITY DIVE-THRU
DATE: NOVEMBER 24, 2015
CC: MAYOR MCCASLIN

The Utility Billing and Collections Department is recommending adapting the former AT&T building at 402 S Main Street to multiple additional uses including a new drive-thru. Currently, this building has a room used for Library storage and an IT server room. Previously it was also used to store excess property for auction.

The current utility drive-thru is located at 108 S Main Street. A customer desiring to make a payment at the drive-thru must enter from SW 2nd Street and make their way to the drive-thru through a congested alley and parking area. With the increased vehicle and pedestrian traffic in the area, entering and leaving the drive-thru has become even more difficult. If the proposed adaptation is approved, the current utility drive-thru and associated property will be sold.

Drive-thru customers will enter from SW 4th Street and exit to S Main Street. About four to six vehicles will be able to stack up at the drive-thru window during peak times. This relocation will increase the visibility and ease of access of the drive-thru. A drop box will be added to the Main Street side of the building for 24-hour payment drop off.

In addition to the utility drive-thru relocating to the building, we intend to also move the meter readers to the location. The nature of their work requires them to coordinate with and come to the utility office at City Hall multiple times a day. Having their office nearby helps both departments efficiently work together. The meter readers are currently housed with the Water Department.

A portion of the building will be set-up as a training area for the IT department to conduct City-wide staff training. The secure area will allow the IT department to set-up computers and leave them set-up for the ongoing training.

Oelke Construction provided the lowest bid for construction which includes drive-thru installation, drop-box installation, restroom rehab to ADA standards, electrical, fencing and exterior work to improve the building's appearance. Additional interior work will be contracted by the City in conjunction with and following contractor's work, including gates, data drops, access control, security cameras and carpet. The total requested for this project is \$355,000 which includes \$189,971 bid by Oelke Construction and \$165,029 for the City's additional work as well as furniture and equipment.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 11/30/2015
Re: Bid award #15-56

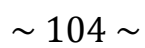
The City owned building located at 402 S Main was identified as a candidate for a multi-use location currently housing off site storage for the Bentonville Public Library and IT off site server/storage areas. Plans were drawn up to upgrade the remaining areas to include a IT training room and offices for the Meter Department also to update the restrooms to ADA Compliance. A new Drive Through for Utility payments was also included as well as a new night deposit. The building will receive a facelift with Paint and new fencing. Three contractors attended the Pre-Bid meeting and Two Contractors submitted bids on the project.

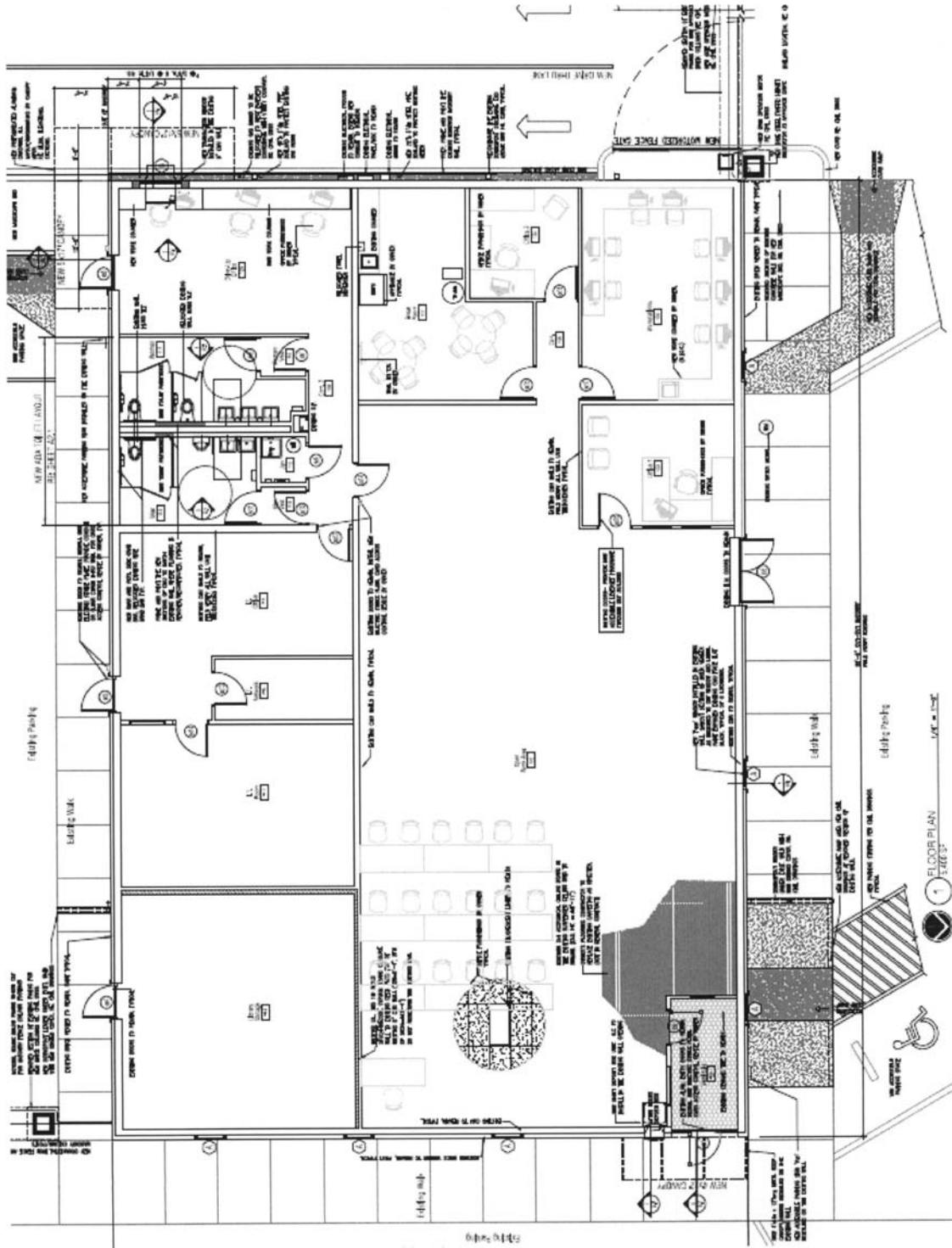
Oelke Construction	\$187,971.00
Fayetteville, AR	

Clinard Construction	\$229,174.00
Bentonville, AR	

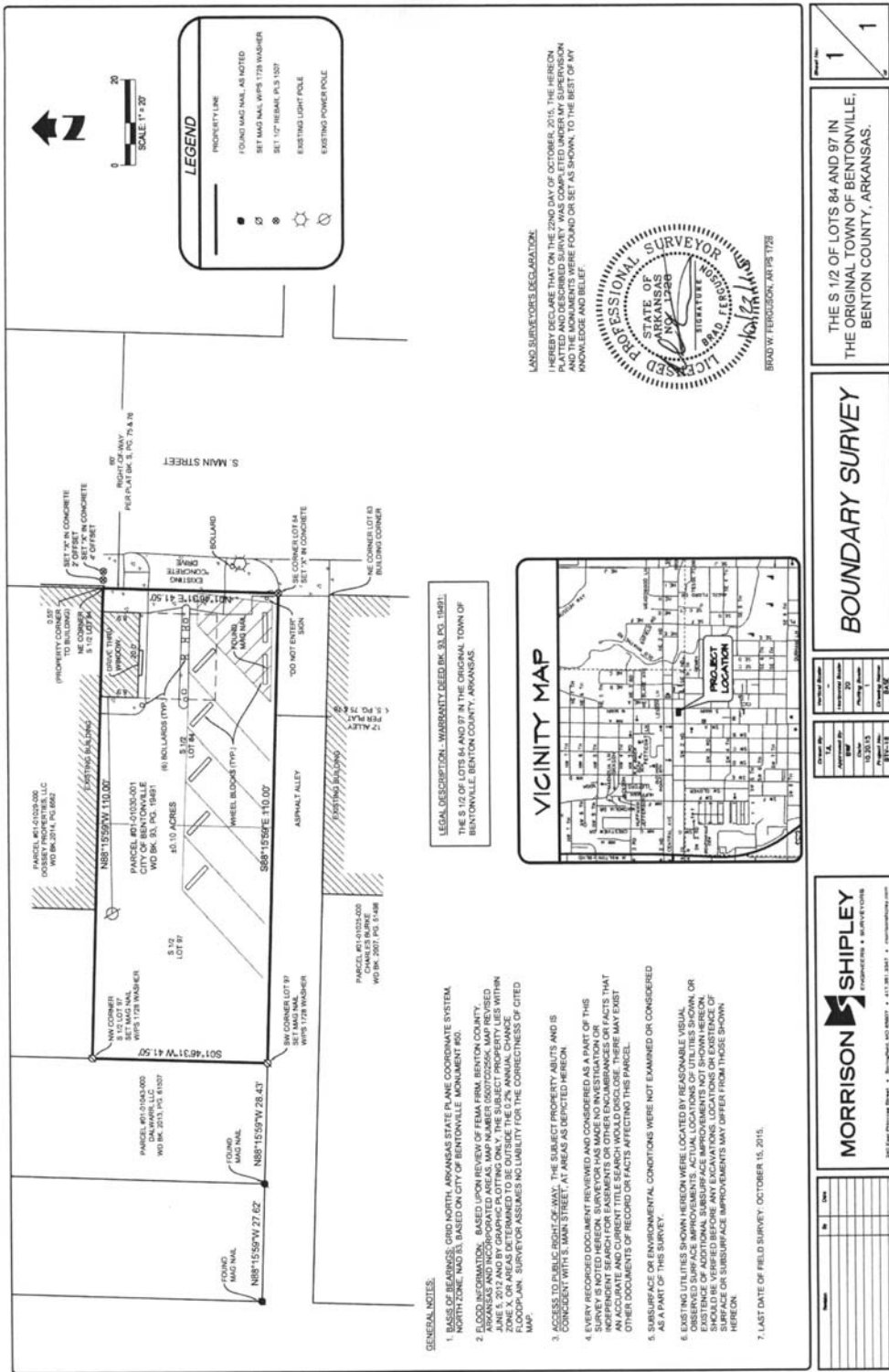
The Purchasing Office recommends award of Bid #15-56 for the Adaptive Renovation at 402 S. Main Street be awarded to Oelke Construction of Fayetteville Arkansas in an amount of \$187,971.00. Additional improvements will be contracted by the City for access control, gates, data drops, security cameras, carpet, furniture and equipment.







Description	Totals
Gates	\$27,670.65
Carpet	\$12,264.00
Data Drops	\$8,420.55
Access Control	\$8,902.35
Security Cameras	\$23,843.63
Security System	\$2,901.75
Meter Workstation	\$10,402.50
Appliances	\$1,204.50
Breakroom Tables & Chairs	\$580.35
Desk Chairs	\$3,504.00
Desk	\$273.75
Safe	\$438.00
Blinds	\$219.00
Sub-Total	\$100,625.03
Training Room	
Tables, Chairs, Partitions	\$30,660.00
Equipment	\$13,687.50
Sub-total	\$44,347.50
Project contingency	\$20,000.00
Grand Total	\$164,972.53





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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Request Council approve a budget adjustment for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room.

COST TO CITY:

Cost of this Request: \$355,000

Additional Budget Amount \$355,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	355,000
Remaining After Adjustment	\$ 355,000

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





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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Council approval of Mayor McCaslin's recommendation to re-appoint Aaron Jones to the Library Advisory Board.

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	\$ -

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





November 30, 2015

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Aaron Jones to the Bentonville Public Library
Advisory Board.

I recommend Aaron Jones for reappointment to the Bentonville Public Library
Advisory Board. Mr. Jones' second five-year term of service will begin January
1, 2016.


Bob McCaslin

From: Aaron Jones
Date: November 26, 2015 at 9:10:41 AM CST
To: Hadi Dudley
Subject: Bentonville Public Library Advisory Board

Dear Hadi,

Happy Thanksgiving! We have so much to be thankful for, don't we? I would like to extend my appreciation for the opportunity to serve on the Bentonville Public Library Advisory Board the past five years. I thoroughly enjoyed my appointment and would like to continue serving on the Advisory Board for another term.

As a resident of Bentonville I feel it is my civic duty to support the community in which I reside. As my profession is in education it delights me to offer assistance to our community's most important educational and research institution- the library.

I look forward to the next five year term should the city accept my desire to continue serving on the Library Advisory Board.

Warm regards and have a wonderful holiday!

Aaron Jones



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Council approval of Mayor McCaslin's recommendation to appoint Megan Bolinder, Ph.D. to the Library Advisory Board.

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	\$ -

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





November 30, 2015

To: City Council Members & City Clerk

From: Mayor Bob McCaslin

Subject: Appointment of Megan Marie Bolinder, Ph.D. to the Bentonville Public Library Advisory Board.

I recommend Megan Bolinder for appointment to the Bentonville Public Library Advisory Board, filling Judy DeGarmo's term of December 31, 2015. Dr. Bolinder's five-year term of service will begin January 1, 2016.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name Megan Bolinder
If married, spouse's name:
Home Address
City
Home/Cell Phone
Business Phone
Email Address mbolinder@nwacc.edu
Occupation Professor / Dean
Employer NWACC
Length of Residency in Bentonville 2.5 years

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

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

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?

18+ years in education as professor/coordinator in English Studies
Ph.D. In language, literacy and Rhetoric

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

I would like to serve the community in the capacity of the Library Advisory Board due to my belief in the power of education and literacy and due to my desire to see Bentonville thrive as a city of arts and letters.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. 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.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

David Wright

Department

Parks and Rec

Phone

464-7275

ACTION REQUIRED:

Council approval of Mayor McCaslin's recommendation to appoint Mike Power and reappoint Jonathan Terlouw and Tom Butrynski to the Parks and Recreation Advisory Board.

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	\$ -

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: November 30, 2015
Re: Approval of Mayor McCaslin's recommendation to appoint Mike Power and reappoint Thomas Butrynski and Jonathan Terlouw to the Parks and Recreation Advisory Board.

Parks and Recreation Staff seeks approval of the appointment of one new member, as well as the reappointment of two current members to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB Member terms are three years in length and members are able to serve two (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

In October, Staff began advertising openings for this board. During the six week advertising period, a total of 11 residents applied for the vacant positions. Each new applicant received an interview.

After interviewing each candidate, I forwarded our recommendations to the Mayor for his appointment. Jonathan Terlouw and Thomas Butrynski were selected to return to the board and serve their second term. Mike Power will replace Dr. Jeff Smith. Smith's term ends on December 31 after five (5) years of service. Mr. Power comes to the board with experience in our parks system as a volunteer and participant with youth sports and cycling programs as well as volunteer management with scouts programs. He should prove to be a valuable asset to our department as we move forward.

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

Attachments:
New Member Applications



December 2, 2015

To: City Council Members & City Clerk

From: Mayor Bob McCaslin

Subject: Reappointment of Jonathan Terlouw and Tom Butrynski to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Jonathan Terlouw and Tom Butrynski for reappointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Terlouw and Mr. Butrynski's terms will expire on December 31, 2018.

Bob McCaslin



December 2, 2015

To: City Council Members & City Clerk

From: Mayor Bob McCaslin

Subject: Appointment of Mike Power to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Mike Power for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Power's term will expire on December 31, 2018.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

12pm -
November 12

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

* All of the above information
pertains to the person applying
to the Bentonville Board or
Commission.

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?

I am an avid Mountain Biker and a member of FAST, IMBA and OORC. My fellow rider friends and I voluntarily maintain a portion of the Slaughter Pen trail system and I frequently volunteer for FAST to perform time to time maintenance on the trails. My wife and I enjoy riding the paved trails as well. We also frequently attend the summer concerts at Orchards Park. All this to say, I enjoy the outdoor recreation that is available in Bentonville.

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

The parks and recreation we have in Bentonville is a huge asset to our community. We need to protect our investment in these and continue to search for ways to further improve them, so maybe I can contribute to this effort in some way.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. 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.



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name THOMAS BUTRYNSKI *Must be a Bentonville resident to serve on a Bentonville Board or Commission.
If married, spouse's name: JANE BUTRYNSKI
Home Address [REDACTED]
City [REDACTED]
Home/Cell Phone [REDACTED]
Business Phone [REDACTED]
Email Address [REDACTED]
Occupation DTR CATEGORY MGMT
Employer WAL-MART
Length of Residency in Bentonville 9 YEARS

FOR OFFICE USE ONLY	
Board / Commission Appointed to:	
Date of Appointment:	
Term Expires:	
Terminate:	
Replaced:	

REFERENCES

Name BOB BOELM LER
Phone [REDACTED]
Email [REDACTED]
Name ED CLIFFORD
Phone [REDACTED]
Email [REDACTED]

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

MBA, BA
25 YRS PROFESSIONAL EXPERIENCE IN FINANCE, BUDGETING, STRATEGY.
INVOLVEMENT IN NON-PROFIT ORGS.
10 YR BENTONVILLE RESIDENT - 1 YR of Parks+Rec Board

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

INTEREST IN HELPING BOARD ACHIEVE GOALS
PROVIDE SERVICE TO CITY
PROVIDE DECISION-SUPPORT TO FUTURE OF BENTONVILLE

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Submit by Email



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name Jonathan Terlouw
If married, spouse's name: Lori
Home Address [REDACTED]
City [REDACTED]
Home/Cell Phone [REDACTED]
Business Phone [REDACTED]
Email Address [REDACTED]
Occupation Merchandise Execution
Employer Walmart
Length of Residency in Bentonville 21 years

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

REFERENCES

Name Pat Carroll
Phone [REDACTED]
Email [REDACTED]
Name David Wright
Phone [REDACTED]
Email [REDACTED]

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

- 20 year resident and homeowner in downtown Bentonville
- 12 years event planning with Walmart Stores, Inc.
- Member of the steering committee for the Bentonville Community Center
- Member of the Bentonville Parks & Recreation Advisory Board from 2007-2009, stepping down to start the Bentonville Parks Conservancy
- Member of Arkansas Masters Swimming and active with the yearly master swim meet in Bentonville
- Member of Rush Running Racing Team & Co-founder of the Square 2 Square Unofficial Marathon from Bentonville to Fayetteville
- Avid user of the NWA trail system for both running and biking
- Currently on the board replacing Scott Eckson

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

As a 20 year resident of Bentonville, I have raised two children in the Bentonville parks, taking advantage of the swim programs, recreational soccer leagues, and playgrounds. Our kids have grown and moved away, but my wife Lori and I are more active than ever. We were blessed 20 years ago to have chosen our home in the sleepy downtown area, and are in awe of what our city administration has done in the past few years to bring activity back to our area with parks, trails, bike programs and running series. Much has been accomplished since I left the board in 2009, but there is so much more to do, especially with the new community center opening in 2015. I have the time and energy to devote to this board and want to use my history with outdoor activities to help guide the Bentonville Parks Department through this exciting time.

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CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-45
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$406,169.56. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$406,169

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: November 16, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Electric Materials bid award #15-45**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$406,169.56. The low bidders for the various items are as follows:

Arkansas Electric in the amount of \$60,547.89
Stuart Irby in the amount of \$100,374.22
Techline in the amount of \$72,015.00
Anixter Electrical Supply in the amount of \$66,083.15
Wesco supply in the amount of \$95,148.20
Border States in the amount of \$12,001.10

There were multiple companies that did not meet minimum specifications that we establish.

Stuart Irby did not meet spec on line item #47 & 65
Techline did not meet spec on line items #14, 24 & 65
Wesco did not meet spec on line items #38-42

This award is for six months, January – June 2016. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	AECI	STUART C. RBY CO.	TECHLINE	ANKSTER	WESCO	BORDER STATES	WHOLESALE ELECTRIC	LOW TOTAL
1	100	EA	285 002 02101	ARM 3-5/8" X 4-5/8" X 8" -WOOD- TYPE 3 REA SPEC HUGHES BROS.	\$28.78	\$28.00	\$27.00	\$38.46	\$34.00	\$34.00		
2	70	EA	285 002 02102	ARM 3-5/8" X 4-5/8" X 10" -WOOD- TYPE 3 REA SPEC HUGHES BROS.	\$36.00	\$39.00	\$36.05	\$47.84	\$44.00	\$39.00		\$2,700.00
3	30	EA	285 002 02195	ARM DEAD END FIBERGLASS 4 X 6 8" #A4000096E287X2	\$334.55	\$263.30		\$269.00	\$262.00	\$292.60	\$7,096.50	
4	30	EA	285 002 00002	ARM DEAD END FIBERGLASS 4 X 6 X 10" PUPT #D44000-120-E-4-89X-2	\$325.00					\$334.00	\$9,750.00	
5	20	EA	285 002 02170	ARM FIBERGLASS 8" PUPT- FEATHERLITE #DA3000-96E2-872	\$260.00							\$5,180.00
6	60	EA	285 002 02183	ARM GALV. 6" #AMT-104 6"X1-1/4" CANTILEVER BRACKET	\$30.00	\$31.00	\$31.00	\$32.96	\$36.15	\$35.90	\$1,800.00	
7	5	EA	285 009 25632	ENCLOSURE 1-PH 15KV 146A STEEL DURHAM #AMSFR12124-D W/GRND NUTS	\$358.00				\$325.00	\$599.95		\$1,625.00
8	15	EA	285 009 25625	ENCLOSURE 3-PH 15KV 146A STEEL DURHAM #AMSFR32127-D	\$665.00				\$545.00	\$699.95		\$8,175.00
9	15	EA	285 009 00015	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC39-75- 36-3PH	\$665.00	\$531.00	\$740.00	\$613.00	\$568.00			\$7,965.00
10	15	EA	285 009 00016	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LTD FC-37-73-2-3PH-1	\$396.00	\$351.00	\$488.00	\$405.00	\$380.00			\$5,265.00
11	10	EA	285 009 00019	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LTD FC-37-73-2-3PH-2	\$396.00	\$351.00	\$488.00	\$405.00	\$380.00			\$3,510.00
12	6	EA	285 009 00017	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC-23-37- 32-1PH	\$420.00	\$411.00	\$615.00	\$475.00	\$419.00			\$2,466.00
13	6	EA	285 009 00018	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD LTD 1PH FC-22-36-2-1PH-1	\$368.50	\$347.00	\$485.00	\$401.00	\$361.00			\$2,082.00
14	80	EA	285 009 25667	ENCLOSURE SEC RED-ITAL POLYETHYLENE ADVANCED PED #IDX4WB-D-C6350			\$161.00	\$198.00	\$176.00			\$14,080.00
15	100	PR	285 002 60487	WOOD BRACES ARM 60" J4760R OR EQUAL TO (SOLD IN PAIRS)	\$14.20	\$13.95	\$14.19	\$14.15	\$14.04	\$15.67		\$1,395.00
16	100	EA	280 075 01470	ANCHOR, PISA ROD 3/4"X7" WITH TWIN EYE NUT CHANCE #E102-0044	\$19.24	\$18.00	\$19.00	\$21.84	\$21.41	\$19.98		\$1,800.00
17	50	EA	280 075 01476	ANCHOR ROD 1" X 9" TWIN-EYE CHANCE #5369	\$42.40	\$43.90	\$42.40	\$43.16	\$42.45	\$49.33		\$2,120.00

18	100	EA	286 005 59530	TRANSFORMER PAD WAGNER #F4242-32CL1328T	\$98.00	\$101.00	\$104.00	\$120.00	\$83.00									\$8,800.00		
19	10	EA	286 005 00014	TRANSFORMER PAD DIVERSITECH #F4848-4CSL-1228T	\$175.00	\$174.00	\$180.00	\$212.50	\$165.00									\$1,650.00		
20	25	EA	285 056 61320	HEAD ONLY 100WATT HPS AMERICAN ELEC. #11-105-RN-120-RO- LO	\$25.80	\$25.70		\$25.87	\$24.88									\$622.00		
21	25	EA	285 056 26620	FIXTURE 100W HPS AMERICAN CONTEMPO A.E. #245-105-RN-120-R5- AY OR 6.E. #P7MD0SIN2AM55GR	\$207.00	\$213.47	\$240.00	\$226.39				\$5,175.00								
22	2	EA	285 056 26621	FIXTURE 100W HPS AMER. REVOLUTION A.E. #247-105-RN-120- R5-AY OR 6.E. EQUAL	\$138.00	\$137.00	\$139.00	\$146.68												
23	60	EA	285 056 26603	FIXTURE 250W HPS COBRA HEAD FLAT LENS A.E. #115-255-CA-MT1-R2- FG OR 6.E. EQUAL	\$97.60	\$97.50	\$119.00	\$100.50										\$5,550.00		
24	15	EA	285 056 26607	FIXTURE 400W HPS COBRA HEAD A.E. #125-405-CA-MT1-R3-FG OR 6.E. EQUAL	\$150.75	\$157.47	\$149.00	\$161.00				\$2,261.25								
25	400	EA	285 050 11421	BULB 100W HPS MOSAL BASE EYE #LU100/PLUS/ECO ITEM#67559 SYLVANIA ONLY		\$6.51												\$3,404.00		
26	36	EA	285 050 11450	BULB 100W MV SELF-BALLAST STANDARD BASE EYE #WHSB/E24W			\$23.00											\$528.00		
27	60	EA	285 050 11461	BULB 175W MV 6.E. #H37KB-175 ALTO BRAND		\$4.40	\$5.20	\$4.46										\$264.00		
28	5	EA	285 050 11460	BULB 175W MH MOSAL BASE PROBE START #M175/U		\$10.50	\$11.80	\$10.82	\$9.90									\$49.50		
29	5	EA	285 050 11471	BULB 250W MH MVR250/U		\$10.50	\$11.90	\$10.38	\$9.90									\$49.50		
30	240	EA	285 050 11470	BULB 250W HPS 6.E. #LU250 OR PHILLIPS #C25050/AHO		\$6.45	\$7.00	\$6.00	\$5.70									\$1,368.00		
31	2	EA	285 050 11472	BULB 250W MV PHILLIPS #H37KB- 250		\$6.85		\$6.82	\$4.75									\$9.50		
32	48	EA	285 050 11480	BULB 400W HPS 6.E. #LU400 OR PHILLIPS #C40050/AHO		\$6.79	\$7.25	\$6.46	\$5.85									\$260.80		
33	36	EA	285 050 11482	BULB 400W MH 6.E. #MVR400/U OR SYLVANIA #MH400B/U/4 ALTO BRAND		\$9.69	\$12.30	\$9.74	\$10.10									\$348.84		
34	12	EA	285 050 11492	BULB 1000W MH 6.E. #MVR1000/U OR PHILLIPS #MH1000/U ALTO BRAND		\$19.69	\$19.70	\$20.32	\$22.50									\$236.28		
35	6	EA	280 050 11490	BULB 1000W HPS 6.E. #LUCALOX LU1000		\$27.29	\$28.80	\$28.25	\$27.50									\$163.74		
36	3	EA	285 050 11500	BULB 1500W MH MH1500B/U/48		\$26.47	\$32.00	\$26.93										\$79.41		

76	300	EA	286 005 00004	KADDAS KE-1068 FUSE CUTOUT COVER	\$16.95	\$17.81	\$16.95	\$16.86	\$15.80								\$4,740.00
76	100	EA	286 005 00006	KADDAS KE-1077A TRANSFORMER BUSHING CAP	\$12.50	\$12.85	\$12.50	\$12.60	\$11.30								\$1,180.00
77	10	EA	286 005 00010	KADDAS KE-1117 FLIPPER TRANSFORMER BUSHING COVER	\$14.65	\$14.97	\$14.70	\$14.70	\$14.90			\$146.50					
78	300	EA	286 005 00011	AB CAP TRANSFORMER ARRESTOR BUSHING COVER #AB CAP	\$3.60	\$3.32	\$3.60	\$3.81	\$3.65			\$596.00					
79	100	EA	286 035 00008	TRANS. SEC LEAD BRACKET CHANGE #91135 1/2"X9"	\$10.15	\$10.26	\$10.10	\$10.65	\$9.88	\$10.99							\$968.00
80	50	EA	285 078 49360	SUPPORT BRACKET CABLE POSITIONER HUBBELL CCS820 FOR 0.75-3" CABLE	\$19.16	\$19.40	\$19.20		\$19.24	\$22.24		\$958.00					
81	20	EA	285 073 49354	SUPPORT BRACKET PB-4 TB-1 J24673	\$6.48	\$13.89		\$15.17	\$13.90			\$129.60					
82	100	EA	285 078 49390	SUPPORT BRACKET 3M #MB-3	\$10.50	\$13.66	\$14.00	\$14.54	\$13.78			\$1,050.00					
83	5	EA	285 078 49353	SUPPORT BRACKET ELASTIMOLD #16- TB-2		\$9.92	\$9.90	\$10.00					\$48.50				
84	100	EA	280 075 00003	ANCHOR SOREW IN 14" TOUGHSTONE CHANGE #C102-5203	\$70.10	\$60.75	\$66.85	\$71.76	\$71.00	\$67.24		\$6,075.00					
85	45	EA	280 075 01312	ANCHOR EXPANDING LARGE 30,000# J0283-1 1283-1	45.55	43.51	45.50	49.25	43.50	53.66							\$1,957.50
86	400	EA	280 075 29468	GROUND ROD 5/8" X 8' COPPER J8338	\$10.05	\$13.75	\$10.35	\$10.80	\$11.20	\$10.90	\$11.72	\$4,020.00					
87	400	EA	280 075 29096	GROUND ROD CLAMP CU 5/8"	\$1.05	\$1.19	\$1.15	\$1.05	\$1.00	\$1.19	\$1.55						\$400.00
88	400	EA	280 075 30301	BUY GRIP PREF. 3/8" GDE-1107 P.L.P.	\$2.20	\$1.71	\$2.15	\$2.22	\$2.21	\$2.60			\$684.00				
89	100	EA	540 069 00081	GROUND WIRE MOLDING PLASTIC MACLEAN #PM128	\$2.18	\$2.04	\$3.25	\$2.24	\$2.10				\$204.00				
90	200	EA	280 075 30485	BUY GUARD PLASTIC 8' #70-7Y or PREFORMED PGMS3921	\$3.00	\$2.37	\$3.50	\$3.38	\$2.34	\$3.50							\$468.00
91	30	EA	280 075 30540	BUY WIRE DISPENSER #56D-0700 P.L.P.	\$5.78	\$4.80	\$5.69	\$5.76	\$5.80	\$6.85							
92	10,000	FT	280 040 59538	BUY WIRE 3/8" EXTRA HIGH STRENGTH EHS-7	0.3380	0.3000	0.3750	0.3900		0.3900			\$3,000.00				
93	30	EA	285 029 00029	CONNECTOR FOR SWITCHGEAR ANDERSON #6TCS-41	\$9.93	\$9.56	\$9.78		\$10.05	\$11.79							\$286.80

94	300	EA	285 029 00033	CONNECTOR WCV618P 477-477 WIRE		\$19.10	\$19.25	\$19.28	\$18.90	\$17.49	\$29.32					\$5,247.00
95	70	EA	285 029 00034	CONNECTOR WCV6298 477-336 WIRE		\$19.10	\$19.25	\$19.28	\$18.90	\$17.49	\$29.32					\$1,224.30
96	10	EA	285 029 00035	CONNECTOR WCV7698 750-477 WIRE		\$35.49	\$38.10	\$39.36	\$35.96	\$58.97	\$56.26		\$354.90			
97	40	EA	285 029 00050	CONNECTOR WCV56-P8 WEJTAP FOR 336 ACSSR 18/1		\$17.63	\$18.30	\$17.69	\$17.38	\$19.57	\$26.91			\$695.20		
98	10	EA	285 029 00051	CONNECTOR WCV63-P8 WEJTAP FOR 477 ACSSR 18/1 4/0 ACSSR 6/1		\$19.10	\$19.25	\$19.28	\$18.90	\$17.49	\$29.31					\$174.90
99	10	EA	285 029 00052	CONNECTOR WCV66-P8 WEJTAP FOR 477 ACSSR 18/1 1/0 ACSSR 18/1		\$19.10	\$19.25	\$19.28	\$18.90	\$17.49	\$29.31					\$174.90
100	400	EA	286 005 55129	TRANSFORMER TANK GROUND CONNECTOR 6TCL-23A	\$1.90	\$1.92	\$2.00	\$2.13	\$1.97	\$2.39		\$760.00				
101	300	EA	285 003 04120	ARRESTOR LIGHTNING SURGE 10KV COOPER #UNS1050A181A	\$28.10	\$27.60	\$27.25	\$29.19	\$27.22	\$35.58				\$8,166.00		
102	10	EA	285 003 00012	ARRESTOR DUCKBILL MACLEAN #ZRP009-2020003	\$54.93	\$57.50		\$61.52	\$57.00			\$549.30				
103	15	EA	285 078 12335	BUSHING INSERT 200 AMP LOADBREAK ELASTIMOLD #1601A4		\$23.25	\$22.70	\$23.00					\$540.50			
104	500	EA	285 078 14355	CAP PROTECTIVE INSULATED WITH GROUND ELASTIMOLD #167-D86		\$21.20	\$21.35	\$21.08					\$10,540.00			
105	100	EA	285 078 25331	ELBOW ARRESTOR ELASTIMOLD #167ESA-10		\$59.68	\$59.75	\$59.95					\$5,905.00			
106	500	EA	285 078 25617	ELBOW 1/0 15KV (465-905) 220 MTL W/T POINT ELASTIMOLD #161ELJ3-9-5240		\$28.12	\$27.90	\$28.39					\$13,950.00			
107	10	EA	285 078 25334	ELBOW 4/0 15KV (830-1060) 220 MTL ELASTIMOLD #166LR-C-5270-5		\$34.81	\$34.20	\$35.96					\$342.00			
108	60	EA	285 078 35325	LOADBREAK JUNCTION 4-POINT WITH U-STRAPS ELASTIMOLD #164J4-5		\$118.56	\$116.00	\$117.37					\$6,960.00			
109	30	EA	285 078 00022	LOADBREAK ELBOW TAP PLUG 15KV ELASTIMOLD #650ETP		\$113.08	\$113.25	\$115.98				\$3,392.40				
110	400	EA	285 078 40329	PLUG STAND OFF ELASTIMOLD #1615OP		\$32.67	\$31.90	\$32.32					\$12,760.00			
111	70	EA	285 078 53362	TERMINATOR KIT 1/0 & 4/0 (064-108 INS OD) 3M #7162-S-4-1/0 INCLUDES 1/0 STEM	\$74.60	\$79.63	\$69.90	\$79.31					\$4,890.00			
112	20	EA	285 078 53368	TERMINATOR KIT 500 & 750 (105-180 INC OD) 3M #7655-S-4-40172 INCLUDES 750 LUG 40172	\$134.85	\$149.09	\$155.00	\$190.98				\$2,697.00				

151	15	EA	285 073 00012	INSULATOR POLYMER DEAD END 35KV, 25" HUBBELL #40035-0215	\$17.32	\$17.60	\$18.00	\$17.60	\$17.60	\$17.57	\$18.92	\$259.80						
152	10	EA	540 069 00056	POLE EXPANDING KEY ANCHOR CHANCE #P4817	\$57.05	\$40.00	\$57.00	\$66.90	\$66.90		\$55.98		\$400.00					
153	30	EA	540 069 00057	POLE QUIK-SET 5/6 GALLON BUCKETS RAINBOW #40990	\$31.67	\$35.00		\$38.46	\$32.00	\$32.00		\$950.10						
154	50	EA	540 069 00027	POLE SET POLECRETE STABILIZER 3- GALLON KIT #BMK 03-PS	\$76.05	\$83.50		\$97.98				\$3,802.50						
155	20	EA	280 080 59460	WIRE SLICK POLYMER BASE POLYMER #PJ-128 1 GALLON	\$16.56	\$12.09	\$14.80	\$16.00	\$13.68	\$13.68	\$13.91		\$241.80					
156	10	EA	280 080 00003	WIRE SLICK POLYMER BASE POLYMER PF-640 5 GALLON	\$59.80	\$55.60	\$59.00	\$70.49	\$55.00	\$55.00	\$62.23			\$550.00				
												\$50,547.89	\$100,374.22	\$72,015.00	\$66,083.15	\$95,148.29	\$12,001.10	



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-48
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

479-271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for water and sewer materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$284,925.02. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$284,925

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: November 16, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Water Materials bid award #15-48**

The City of Bentonville recommends awarding the bids for water material in the total amount \$284,925.02. The low bidders for the various items are as follows:

Ferguson Waterworks in the amount of \$212,771.62
NW Arkansas Winwater in the amount of \$56,637.90
HD Supply in the amount of \$15,515.50

This award is for six months, January-June 2016. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	YEARS QNTY.	UNIT	PART NO.	DESCRIPTION	FERGUSON	HD WATERWORKS	NW ARK. WINWATER	FERGUSON LOW TOTAL	HD SUPPLY LOW TOTAL	WINWATER LOW TOTAL
1	1	EA	340 060 21254	FIRY HYDRANT 5-1/4X3 6" MJ SHOE AVK/CLOW	\$1,489.00	\$1,459.23	\$1,650.00		1,459.23	
2	1	EA	340 060 21266	FIRY HYDRANT 5-1/4X3-1/2 6" MJ SHOE AVK/CLOW	\$1,525.00	\$1,499.76	\$1,700.00		1,499.76	
3	1	EA	340 060 21255	FIRE HYDRANT 5-1/4X4 6" MJ SHOE AVK/CLOW	\$1,530.00	\$1,530.40	\$1,655.00	1,530.00		
4	1	EA	340 060 21259	FIRE HYDRANT 5-1/4X4-1/2 6" MJ SHOE AVK/CLOW	\$1,570.00	\$1,565.88	\$1,675.00		1,565.88	
5	1	EA	340 060 21256	FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW	\$1,625.00	\$1,601.00	\$1,715.00		1,601.00	
6	1	EA	340 060 00024	FIRE HYDRANT 5-1/4X5-1/2 6" MJ SHOE AVK/CLOW	\$1,670.00	\$1,630.36	\$1,775.00		1,630.36	
7	1	EA	340 060 21257	FIRE HYDRANT 5-1/4X6 6" MJ SHOW AVK/CLOW	\$1,700.00	\$1,672.50	\$1,815.00		1,672.50	
8	200	FT	658 060 34358	PIPE 6" C-900 CL200 DR-14	\$4.02	\$4.20	\$4.08	804.00		
9	7,000	FT	658 060 34361	PIPE 8" C-900 CL200 DR-14	\$6.91	\$7.21	\$6.92	48,370.00		
10	60	FT	658 060 34363	PIPE 12" C-900 CL200 DR-14	\$14.85	\$15.48	\$14.96	891.00		
11	500	FT	658 060 34420	PIPE 4" SDR-26 12454B SEWER D3034	\$1.00	\$0.95	\$0.93			465.00
12	300	FT	658 060 34394	PIPE 6" SDR-26 12454B SEWER D3034	\$1.95	\$1.98	\$1.95	585.00		585.00
13	4200	FT	658 060 34433	PIPE 8" SDR-26 12454B SEWER D3034	\$3.41	\$3.56	\$3.42	14,322.00		
14	2,128	FT	658 060 34438	PIPE 12" SDR-26 12454B SEWER D3034	\$7.62	\$7.95	\$7.63	16,215.36		
15	2000	FT	658 091 47073	3/4" CTS DRISCO TUBING SDR9 (100' PER REEL)	\$0.24	\$0.29	\$0.25	480.00		
16	6200	FT	658 091 47074	1" CTS DRISCO TUBING SDR9 (100' PER REEL)	\$0.33	\$0.47	\$0.34	2,046.00		
17	15,000	FT	658 060 00001	TRACER WIRE 10 THHN SOLID COPPER	\$0.16	\$0.26	\$0.18	2,400.00		
18	10	EA	659 044 00009	4" ACCESSORY KIT MJ BOLT/GASKET	\$12.33	\$13.70	\$13.80	123.30		
19	50	EA	659 044 00003	6" ACCESSORY MJ BOLT/GASKET ONLY	\$15.07	\$16.75	\$15.85	753.50		
20	150	EA	659 044 00004	8" ACCESSORY MJ BOLT/GASKET ONLY	\$16.44	\$18.25	\$17.30	2,466.00		
21	10	EA	659 044 00007	12" ACCESSORY MJ BOLT/GASKET ONLY	\$23.29	\$25.85	\$24.52	232.90		
22	5	EA	659 044 00113	6" ACCESSORY MJ "WITH" GLAND	\$19.18	\$22.05	\$22.00	95.90		
23	25	EA	659 044 00115	8" ACCESSORY MJ "WITH" GLAND	\$21.92	\$25.88	\$26.00	548.00		
24	5	EA	659 044 00002	4" DI MEGALUG GLAND RETAINER (FORMUFR1400D-4GLAND (SER 1400))	\$15.99	\$16.35	\$21.00	79.95		

25	5	EA	659 044 24411	6" DI MEGALUG GLAND RETAINER FORD#UFR1400D-D6 (SER 1400)	\$18.24	\$19.26	\$25.00	91.20	
26	5	EA	659 044 00001	8" DI MEGALUG GLAND RETAINER FORD#UFR1400D-D8 (SER 1400)	\$27.83	\$29.38	\$38.00	139.15	
27	5	EA	659 044 24417	6" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$25.00	\$50.23		125.00	
28	5	EA	659 044 24416	8" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$38.00	\$52.52		190.00	
29	10	EA	659 044 24516	4" CIRCLE-LOCK C-900 FORD #UFR1500-C-4	\$23.12	\$20.40	\$26.00	231.20	
30	20	EA	659 044 24517	6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	\$25.25	\$26.21	\$31.00	505.00	
31	100	EA	659 044 24518	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	\$34.25	\$36.00	\$46.00	3,425.00	
32	10	EA	659 044 24519	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	\$65.72	\$69.37	\$93.00	657.20	
33	25	EA	659 033 01300	ANCHOR COUPLING 6" MJ X 13" FUSION BOND EPOXY COATED US	\$148.62	\$156.47	\$148.65	3,715.50	
34	15	EA	659 033 01310	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$212.33	\$223.53	\$212.35	3,184.95	
35	2	EA	659 033 00004	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	\$620.59	\$653.27	\$620.62	1,241.18	
36	15	EA	659 017 03130	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	\$147.94	\$155.75	\$147.96	2,219.10	
37	2	EA	659 017 03132	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	\$131.50	\$138.44	\$131.52	263.00	
38	2	EA	659 042 20272	ELL 6" MJ DI FUSION BOND EPOXY COATED	\$129.45	\$136.28	\$129.47	258.90	
39	2	EA	659 042 20268	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$185.61	\$195.41	\$185.64	371.22	
40	2	EA	659 085 46440	TEE ANCHOR 6X6X6 MJ DI EPOXY COATED FUSION BOND	\$209.59	\$220.64	\$209.61	419.18	
41	6	EA	659 085 00002	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	\$363.03	\$382.16	\$363.05	2,178.18	
42	10	EA	659 085 46445	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$265.76	\$279.77	\$265.78	2,657.60	
43	1	EA	659 085 46448	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$458.93	\$483.11	\$458.95	458.93	
44	1	EA	659 085 46449	TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND	\$519.23	\$546.56	\$519.23	519.23	
45	2	EA	659 085 46256	TEE 8X8X6 EPOXY COATED FUSION BOND	\$228.77	\$240.83	\$228.79	457.54	
46	2	EA	659 085 46257	TEE 12X12X12 EPOXY COATED FUSION BOND	\$579.49	\$610.00	\$579.51	1,158.98	
47	4	EA	659 027 05030	CAP 6" MJ DI EPOXY COATED FUSION BOND	\$51.35	\$54.10	\$51.38	205.40	
48	2	EA	659 027 05040	CAP 8" MJ DI EPOXY COATED FUSION BOND	\$78.75	\$82.93	\$78.78	157.50	
49	1	EA	659 027 05060	CAP 12" MJ DI EPOXY COATED FUSION BOND	\$150.68	\$158.63	\$150.7		
50	10	EA	659 065 37277	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	\$119.85	\$126.19	\$119.88	1,198.50	
51	2	EA	659 073 44361	SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$111.63	\$159.37	\$111.66	223.26	
52	20	EA	659 073 44350	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$147.94	\$204.78	\$147.96	2,958.80	
53	200	EA	670 063 29289	18" BROOKS METER TILE #22HFX1802KS	\$21.48	\$21.90	\$22.50	4,296.00	

54	60	EA	670 063 29287	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$17.50	\$19.00	\$17.45				1,047.00
55	100	EA	670 063 29288	2-HOLD METER TILE LID FOR 18" BROOKS METER TILE	\$22.90	\$24.85	\$22.85				2,285.00
56	30	EA	670 063 29445	30 X 36 LARGE METER TILE MID-STATES #MSP30X36	\$120.00	\$125.00	\$115.00				3,450.00
57	30	EA	670 063 00001	30" METER TILE RING/LID 'TEXAS SPECIAL' E.J.I.W.	\$140.00	\$166.85	\$142.00	4,200.00			
58	5	EA	670 067 00003	24" VALVE COVER EXTENSION TYLER #60 6850 SERIES	\$50.20	\$55.06	\$50.22	251.00			
59	20	EA	670 067 00002	18" VALVE COVER EXTENSION TYLER #59 6850 SERIES	\$48.80	\$51.26	\$48.70				974.00
60	50	EA	670 067 49290	5-1/4 VALVE BOX COVER LID	\$11.50	\$15.80	\$14.15	\$75.00			
61	15	EA	670 067 49291	VALVE COVER TOP SHORT 10-T	\$28.00	\$28.50	\$27.95	420.00			
62	15	EA	670 067 49292	VALVE COVER BOTTOM SHORT 15-B	\$32.50	\$33.27	\$32.40				486.00
63	50	EA	670 067 49294	VALVE COVER TOP TALL 16-T	\$42.00	\$40.16	\$38.85				1,942.50
64	50	EA	670 067 49293	VALVE COVER BOTTOM TALL 24-B	\$45.05	\$48.18	\$45.00				2,250.00
65	60	EA	670 067 49364	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547	\$14.75	\$16.74		885.00			
66	70	EA	670 067 49380	VALVE BOX PAD FORMED CEMENT	\$14.00	\$10.00	\$15.00	700.00			
67	12	EA	670 075 50282	6" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$410.27	\$415.00	\$438.00	4,923.24			
68	10	EA	670 075 50285	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$683.84	\$698.50	\$702.00	6,838.40			
69	1	EA	670 075 50288	12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$1,289.87	\$1,315.00	\$1,428.00	1,289.87			
70	4	EA	670 075 52331	6" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$554.90	\$584.00	\$715.00	2,219.60			
71	5	EA	670 075 52332	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$819.05	\$862.00	\$1,050.00	4,095.25			
72	1	EA	670 075 52330	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$1,878.00	\$1,976.00	\$2,350.00	1,878.00			
73	1	EA	659 029 06810	COMP. COUPLING 4" X 7" CI 6.90-7.22 S/B# 441- 00000510-900	\$57.35	\$57.35	\$66.00	57.35			
74	2	EA	659 029 06900	COMP. COUPLING 6" CI 6.90-7.22 S/B# 441- 00000722-900	\$78.00	\$73.55	\$84.00	147.10			
75	1	EA	659 029 06910	COMP. COUPLING 6" X 12" CI 6.90-7.22 S/B# 442- 00000722-400	\$158.00	\$150.48	\$172.00	150.48			
76	1	EA	659 029 07010	COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442- 09850945-400	\$220.00	\$208.39	\$238.00	208.39			
77	2	EA	659 029 07000	COMP. COUPLING 8" X 12" 9.05-9.45 S/B# 442- 00000945-400	\$220.00	\$208.39	\$238.00	416.78			
78	1	EA	659 029 19025	COMP. COUPLING 12" PLASTIC TO PLASTIC 13.20-13.50 S/B# 441-00001350-900 (short)	\$162.00	\$155.37	\$177.00	155.37			
79	2	EA	659 029 19029	COMP. COUPLING 12" X 12" PLASTIC TO PLASTIC 13.20-13.50 S/B# 442-00001350-400	\$275.35	\$263.15		526.30			
80	15	EA	659 029 06620	COMP. COUPLING 2" X 6" S/B# 525-23800-003	\$22.80	\$22.10	\$27.00	331.50			
81	20	EA	659 073 39023	SADDLE 6X1 CC D.S. FORD #F202-760X-CC4	\$23.25	\$25.15		465.00			

82	10	EA	659 073 39064	SADDLE 6X1 SS FORD #FS202-690-CC4	\$41.00	\$43.38			410.00		
83	4	EA	659 073 39065	SADDLE 6X2 SS FORD #FS202-690-IP7	\$45.00	\$47.88			180.00		
84	50	EA	659 073 39028	SADDLE 8X1 CC D.S. FORD #202-979X-CC4	\$25.45	\$27.52			1,272.50		
85	50	EA	659 073 39062	SADDLE 8X1 SS FORD #FS202-905-CC4	\$51.08	\$53.92			2,554.00		
86	6	EA	659 073 39400	SADDLE 8X2 SS FORD #FS202-905-IP7	\$55.08	\$58.14			330.48		
87	6	EA	659 073 39022	SADDLE 12X1 CC D.S. FORD #202-14.38X-CC4	\$39.55	\$42.69			237.30		
88	4	EA	659 073 39483	SADDLE 12X1 SS FORD #FS202-1320-CC4	\$72.07	\$77.19			288.28		
89	2	EA	659 073 39024	SADDLE 12X2 D.S. FORD #202-1438-IP7	\$73.94	\$78.04			147.88		
90	2	EA	659 073 39069	SADDLE 12X2 SS FORD #FS202-1320-IP7	\$54.35	\$53.92			107.84		
91	2	EA	670 052 27001	LEAK CLAMP 4X7-1/2 S/B #227-09048007-000 4.74-5.57	\$75.52	\$73.15		\$78.00	146.30		
92	6	EA	670 052 27007	LEAK CLAMP 6X7-1/2 S/B #227-00069007-000 6.84-7.64	\$87.62	\$84.65		\$90.00	507.90		
93	1	EA	670 052 27037	LEAK CLAMP 6X12-1/2 S/B #227-00069012-000 6.84-7.64	\$131.44	\$126.99		\$133.00	126.99		
94	1	EA	670 052 27482	LEAK CLAMP 4" BELL JOINT FBC-500 OR S/B 4.80-5.00	\$62.72	\$66.65		\$112.00	62.72		
95	1	EA	670 052 27483	LEAK CLAMP 6" BELL JOINT S/B #274-00000690- 000 6.90-7.10	\$116.64	\$114.85		\$119.00	114.85		
96	2	EA	670 052 27464	LEAK CLAMP 8" BELL JOINT S/B #274-0905-000	\$161.16	\$156.00		\$165.00	312.00		
97	4	EA	670 052 27185	LEAK CLAMP 2X3 SSFC-GASKET S/B #244- 023803-000	\$21.80	\$21.10		\$24.00	84.40		
98	6	EA	670 052 27186	LEAK CLAMP 2X6 SSFC-GASKET S/B #244- 023806-000	\$40.49	\$39.15		\$44.00	234.90		
99	90	EA	670 006 33370	PIPE LUBRICANT 1-GALLON 'EASY ON'	\$11.00	\$11.00		\$11.00	990.00	990.00	
100	20	EA	670 075 54001	WATER PLUG/PREDCOFOSROC CEMENT 50LB PAIL		\$25.00		\$27.75	500.00		
101	350	EA	670 063 29243	METER SET 58X3/4X7 WITHOUT CHECK B- 2404F WITH H-14222N AND H-14227N	\$87.30	\$89.15		\$90.00	30,555.00		
102	30	EA	670 063 29241	METER SET 1 X 10 B-2404F WITH H-14222N AND H-14227N	\$114.18	\$147.25		\$182.00	3,425.40		
103	20	EA	670 063 29359	METER SET 2" VV7712B-1177NL WITH BYPASS	\$648.00	\$656.15		\$645.00	12,900.00		
104	20	EA	659 006 01210	ADAPTER MALE LF 1" MUELLER H-15428N	\$12.29	\$13.25		\$12.15	243.00		
105	10	EA	659 006 01202	ADAPTER MALE LF 3/4" MUELLER H-15428N	\$10.40	\$10.62		\$10.52	104.00		
106	10	EA	659 006 01208	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N	\$11.33	\$11.57		\$11.50	113.30		
107	85	EA	659 006 01214	ADAPTER MALE LF 1" X 3/4" MUELLER H-15428N	\$10.75	\$10.98		\$10.92	913.75		
108	10	EA	659 006 00001	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N	\$49.51	\$50.60		\$49.15	491.50		
109	100	EA	659 033 14067	COUPLING LF 3/4" 110 COMP MUELLER H- 15403N	\$12.26	\$12.52		\$12.95	1,226.00		

110	100	EA	659 033 14081	COUPLING LF 1" 110 COMP MUELLER H-15403N	\$13.37	\$13.65	\$13.76	1,337.00		
111	10	EA	659 033 14066	COUPLING GALVPVC 3/4" FORD #C-45-33NL	\$14.20	\$14.23	\$14.25	142.00		
112	10	EA	659 033 14395	COUPLING GALVPVC 1" FORD #C-45-44NL	\$19.09	\$19.09	\$19.05			190.50
113	10	EA	659 033 14064	COUPLING GALVPVC 3/4" X 1" FORD #C-45-43NL	\$15.98	\$16.16	\$15.92			159.20
114	20	EA	659 033 14056	COUPLING ST. 3/4" X 1" FORD #C-44-34NL	\$11.69	\$14.94	\$14.60	233.80		
115	4	EA	659 033 14477	COUPLING 2" BRASS FORD C-44-77NL	\$66.43	\$66.43	\$65.45			261.80
116	25	EA	670 063 29246	METER CPLG. LF 5/8" 110 COMP - 5/8X3/4X3/4 MUELLER H-14227N	\$8.81	\$11.21	\$11.40	220.25		
117	60	EA	659 042 20110	ELL LF 110 COMP. 1" MUELLER H-15526N	\$20.02	\$21.58	\$20.28	1,201.20		
118	25	EA	659 042 20108	ELL LF 110 COMP. 3/4" MUELLER H-15526N	\$15.06	\$16.23	\$15.80	376.50		
119	25	EA	659 030 13072	CORP COCK LF 3/4" 300 PSI CCX110 COMP MUELLER H-B-25008N	\$32.84	\$35.39	\$33.15	821.00		
120	200	EA	659 030 13071	CORP COCK LF 1" 300 PSI CCX110 COMP MUELLER H-B-25008N	\$41.74	\$44.99	\$41.80	8,348.00		
121	70	EA	670 063 48082	U-BRANCH LF 1X3/4X7-1/2 MUELLER H-15363N	\$29.04	\$31.30	\$29.78	2,032.80		
122	2	EA	670 069 49080	VALVE BALL 1" FORD #B11-444NL	\$56.05	\$56.91	\$55.90			111.80
123	25	EA	670 069 49083	VALVE BALL 2" FORD #B-11-777MNL	168.43	\$170.15	165.00			4,125.00
124	30	EA	659 017 03557	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$14.24	\$8.70	\$8.35			250.50
125	15	EA	659 017 03556	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$10.74	\$8.93	\$8.55			128.25
126	30	EA	659 017 03553	BEND 4" 45 SDR-26 GXS HEAVY WALL SEWER	\$9.91	\$8.52	\$8.25			247.50
127	1	EA	659 017 03531	BEND 8" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$47.64	\$53.10	\$50.00	47.64		
128	10	EA	659 017 03530	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	\$48.88	\$51.20	\$47.12			471.20
129	4	EA	659 094 54824	WYE 8X8X8 GXG SDR-26 HEAVY WALL SEWER	\$89.62	\$96.67	\$88.78			355.12
130	15	EA	659 094 54820	WYE 8X8X4 GXG SDR-26 HEAVY WALL SEWER	\$44.56	\$48.04	\$44.00			660.00
131	2	EA	659 094 54822	WYE 8X8X6 GXG SDR-26 HEAVY WALL SEWER	\$51.25	\$55.13	\$51.00			102.00
132	50	EA	659 073 00011	SEWER TAP SADDLE TEE 4" ROMAC INDS. #218-4804U	\$70.00	\$78.64	\$59.60			2,980.00
133	60	EA	659 033 16409	CPLG. 4" CIPL X 4" CIPL MISSION #MR56 44 ARC		\$21.90	\$20.32			1,219.20
134	30	EA	659 033 16406	CPLG. 4" CL X 4" CIPL MISSION #MR02 44 ARC		\$32.11	\$29.80			894.00
135	10	EA	659 033 16424	CPLG. 6" CIPL X 6" CIPL MISSION #MR56 66 ARC		\$41.72	\$38.72			387.20
136	50	EA	659 033 16407	CPLG. 6" CL X 6" CIPL MISSION #MR02 66 ARC		\$54.46	\$50.50			2,525.00
137	15	EA	659 033 16425	CPLG. 8" CIPL X 8" CIPL MISSION #MR56 088 ARC		\$61.94	\$57.46			861.90

138	25	EA	659 033 16451	CPLG. 8" CL X 8" CIPL MISSION #MR02 88 ARC			\$61.94	\$57.46			1,436.50
139	2	EA	659 033 16426	CPLG. 10" CIPL X 10" CIPL MISSION #MR56 1010 ARC			\$80.58	\$74.75			149.50
140	6	EA	659 033 16452	CPLG. 10" CL X 10" CIPL MISSION #MR02 1010 ARC			\$80.58	\$74.75			448.50
141	1	EA	659 033 16428	CPLG. 12" CIPL X 12" CIPL MISSION #MR56 1212 ARC			\$98.63	\$91.50			91.50
142	4	EA	659 033 16453	CPLG. 12" CL X 12" CIPL MISSION #MR02 1212 ARC			\$98.63	\$91.50			366.00
143	1	EA	659 033 00015	CPLG. 15" CIPL X 15" CIPL MISSION #MR56 1515 ARC			\$168.56	\$164.90			164.90
144	1	EA	659 033 16454	CPLG. 15" CL X 15" CIPL MISSION #MR02 1515 ARC			\$186.23	\$182.20			182.20
145	1	EA	659 033 00016	CPLG. 18" CIPL X 18" CIPL MISSION #MR56 1818 ARC			\$345.61	\$338.00			338.00
146	1	EA	659 033 16455	CPLG. 18" CL X 18" CIPL MISSION #MR02 1818 ARC			\$461.54	\$451.00			451.00
147	1	EA	659 033 00017	CPLG. 24" CIPL X 24" CIPL MISSION #MR56 2424 ARC			\$441.40	\$427.20			427.20
148	1	EA	659 033 00014	CPLG. 24" CL X 24" CIPL MISSION #MR02 2424 ARC			\$589.41	\$568.00			568.00
149	8	EA	659 033 16460	CPLG. REDUCER 8X6 CIPLVC FERNCO #1056-85		\$18.81	\$16.34	\$23.00		130.72	
150	2	EA	659 033 16459	CPLG. REDUCER 6 X 4 CIPLVC FERNCO #1056-84EB		\$11.88	\$11.00	\$19.00		22.00	
151	20	EA	890 030 28291	8" MANHOLE GASKET 8CMA		\$11.05	\$5.10	\$8.00		102.00	
152	2	EA	890 030 28292	10" MANHOLE GASKET 10CMA		\$15.75	\$6.80	\$12.00		13.60	
153	2	EA	890 030 28294	12" MANHOLE GASKET 12CMA		\$16.50	\$18.91	\$14.00			28.00
154	30	EA	890 030 28296	MANHOLE RING/LID 250# 24A W.I.W./J.I.W./VULCAN MADE		\$173.75	\$186.67	\$172.00			5,160.00
155	10	EA	890 030 28348	MANHOLE EXTENSION 2" 23-1/2" NO FOREIGN MADE		\$52.40	\$56.60	\$52.35			523.50
156	10	EA	890 030 28349	MANHOLE EXTENSION 4" 23-1/2" NO FOREIGN MADE		\$99.95	\$107.81	\$99.92			999.20
157	10	EA	890 030 28350	MANHOLE EXTENSION 6" 23-1/2" NO FOREIGN MADE		\$148.75	\$161.70	\$148.90		1,487.50	
158	20	EA	890 030 28468	MANHOLE SEALANT "RAM-NECK" 3/4" COILS		\$8.30	\$7.00	\$12.00		166.00	
159	10	EA	890 030 28298	MANHOLE LID ONLY 250# 24A W.I.W./J.I.W./VULCAN		\$75.00	\$80.50	\$74.55			745.50
									212,771.62	15,515.50	56,637.90



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-46
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$52,721. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$52,721

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: November 16, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Switchgears bid award #15-46**

The City of Bentonville recommends awarding the bids for switchgears in the total amount \$52,721.00. The low bidders for this item are as follows:

Stuart Irby in the amount of \$52,721.00

This award is for six months, January-June 2016. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

~ 144 ~

Page 1 of 1



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-49
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$178,075. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$178,075

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: November 16, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Street Material bid award #15-49**

The City of Bentonville recommends awarding the bids for street material in the total amount \$178,075. The low bidders for the various items are as follows:

McClinton Anchor in the amount of \$6,375.00
Benton County Stone in the amount of \$130,100.00
Hutchenson Construction in amount of \$41,600.00

This award is for one year, January-December 2016. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Street Materials

Bid No. 15-49

DESCRIPTION	UNIT PRICE WITH		EXTENSION	APAC	Benton County Stone	Rogers Group	Hutchenson
	HAUL CHARGE						
Our # 750 035 04017 SB2/CLASS 7 BASE Benton County Stone	\$10.90	76,300.00	\$12.75			\$13.75	no bid
Our # 750 035 00005 CHAT 3/4" CLASS 67 BEDDING MATERIAL Benton County Stone	\$13.45	53,800.00	\$17.25			\$18.00	no bid
Our # 750 035 04040 B-STONE (LARGE ROCK FOR DRAINAGE) APAC	\$12.75	6,375.00			no bid	\$13.25	no bid
Our # 750 060 04018 PREMIX Hutchenson Construction	\$104.00	41,600.00	\$104.75		no bid	no bid	
TOTAL BID COST			\$178,075.00				



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-51
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 1-phase double bushing pole mount transformer as shown on the attached bid tabulation in the amount of \$141,847.00. Items will be ordered on a 'as needed' basis.

COST TO CITY:

Cost of this Request: \$141,847

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: November 30, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **1-ph. Double Bushing Pole Mount transformer
bid award #15-51**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$141,847.00. The low bidders for the various items are as follows:

AECI in the amount of \$14,919.00
Stuart Irby in the amount of \$91,199.00
Techline in the amount of \$35,729.00

This award is for six months, January-June 2016. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Pole Mount Transformer
Bid #15-51

ITEM NO.	QTY	UNIT	OUR PART NUMBER	DESCRIPTION	AECI ERMCO	TECHLINE ABB	IRBY HOWARD	AECI low bid	Techline low bid	Irby low bid
1	20	EA	286 030 55705	10 KVA 120/240 POLE MOUNT TRANS	\$642.00	\$607.00	\$596.00		\$12,140.00	
2	30	EA	286 030 55710	15 KVA 120/240 POLE MOUNT TRANS	\$712.00	\$639.00	\$611.00			\$18,330.00
3	30	EA	286 030 55714	25 KVA 120/240 POLE MOUNT TRANS	\$844.00	\$715.00	\$779.00		\$21,450.00	
4	3	EA	286 030 55715	25 KVA 277/480 POLE MOUNT TRANS	\$867.00	\$713.00	\$816.00		\$2,139.00	
5	3	EA	286 030 55718	37.5 KVA 120/240 POLE MOUNT TRANS	\$954.00	\$995.00	\$1,096.00	\$2,862.00		
6	20	EA	286 030 55722	50 KVA 120/240 POLE MOUNT TRANS	\$1,086.00	\$1,220.00	\$1,081.00			\$21,620.00
7	3	EA	286 030 55723	50 KVA 277/480 POLE MOUNT TRANS	\$1,085.00	\$1,434.00	\$1,138.00			\$3,414.00
8	6	EA	286 030 55727	75 KVA 120/240 POLE MOUNT TRANS	\$1,546.00	\$1,583.00	\$1,486.00			\$8,916.00
9	3	EA	286 030 55728	75 KVA 277/480 POLE MOUNT TRANS	\$1,469.00	\$1,502.00	\$1,532.00			\$4,596.00
10	3	EA	286 030 55731	100 KVA 120/240 POLE MOUNT TRANS	\$1,981.00	\$2,464.00	\$2,334.00	\$5,943.00		
11	3	EA	286 030 55732	100 KVA 277/480 POLE MOUNT TRANS	\$2,038.00	\$2,458.00	\$2,198.00	\$6,114.00		
12	3	EA	286 030 55737	167 KVA 120/240 POLE MOUNT TRANS	\$2,895.00	\$3,494.00	\$3,253.00			\$9,759.00
13	3	EA	286 030 55741	250 KVA 120/240 POLE MOUNT TRANS	\$4,529.00	\$4,827.00	\$4,408.00			\$13,224.00
14	3	EA	286 035 55721	250 KVA 277/480 POLE MOUNT TRANS	\$4,528.00	\$4,024.00	\$3,780.00			\$11,340.00
								\$14,919.00	\$35,729.00	\$91,199.00
				TOTAL: \$141,847.00						

Bid Tabulation											
Formal Bid # 15-51											
1PH Pole Mount Transformers											
Bid Opening: November 10th, 2015											
		AECI				Techline				Techline	
Line		ERMCO				ABB				Irby	
						Howard				Howard	
Item		Transformer Description		Evaluated Price		Bid Price		Evaluated Price		Bid Price	
1		10KVA 120/240V		\$ 642.00 \$ 1,160.00		\$ 607.00 \$ 1,113.00		\$ 596.00 \$ 1,132.00		\$ 598.00 \$ 1,134.00	
2		15KVA 120/240V		\$ 712.00 \$ 1,400.00		\$ 639.00 \$ 1,373.00		\$ 611.00 \$ 1,345.00		\$ 614.00 \$ 1,348.00	
3		25KVA 120/240V		\$ 844.00 \$ 1,910.00		\$ 715.00 \$ 1,827.00		\$ 779.00 \$ 1,837.00		\$ 782.00 \$ 1,840.00	
4		25KVA 277/480V		\$ 867.00 \$ 1,907.00		\$ 713.00 \$ 1,843.00		\$ 816.00 \$ 1,882.00		\$ 820.00 \$ 1,886.00	
5		37.5KVA 120/240V		\$ 954.00 \$ 2,448.00		\$ 995.00 \$ 2,511.00		\$ 1,096.00 \$ 2,540.00		\$ 1,102.00 \$ 2,546.00	
6		50KVA 120/240V		\$ 1,086.00 \$ 2,986.00		\$ 1,220.00 \$ 2,984.00		\$ 1,081.00 \$ 2,893.00		\$ 1,086.00 \$ 2,898.00	
7		50KVA 277/480V		\$ 1,085.00 \$ 2,959.00		\$ 1,434.00 \$ 3,172.00		\$ 1,138.00 \$ 2,946.00		\$ 1,143.00 \$ 2,951.00	
8		75KVA 120/240V		\$ 1,546.00 \$ 4,242.00		\$ 1,583.00 \$ 4,155.00		\$ 1,486.00 \$ 4,020.00		\$ 1,493.00 \$ 4,027.00	
9		75KVA 277/480V		\$ 1,469.00 \$ 4,101.00		\$ 1,502.00 \$ 4,074.00		\$ 1,532.00 \$ 4,038.00		\$ 1,539.00 \$ 4,045.00	
10		100KVA 120/240V		\$ 1,981.00 \$ 5,179.00		\$ 2,464.00 \$ 5,650.00		\$ 2,334.00 \$ 5,390.00		\$ 2,345.00 \$ 5,401.00	
11		100KVA 277/480V		\$ 2,038.00 \$ 5,028.00		\$ 2,458.00 \$ 5,290.00		\$ 2,198.00 \$ 5,232.00		\$ 2,209.00 \$ 5,243.00	
12		167KVA 120/240V		\$ 2,895.00 \$ 7,773.00		\$ 3,494.00 \$ 8,150.00		\$ 3,253.00 \$ 7,663.00		\$ 3,271.00 \$ 7,681.00	
13		167KVA 277/480V		\$ 2,781.00 \$ 7,435.00		\$ 3,147.00 \$ 7,633.00		\$ 2,929.00 \$ 7,293.00		\$ 2,943.00 \$ 7,307.00	
14		250KVA 120/240V		\$ 4,529.00 \$ 11,155.00		\$ 4,827.00 \$ 10,735.00		\$ 4,408.00 \$ 10,488.00		\$ 4,430.00 \$ 10,510.00	
15		250KVA 277/480V		\$ 4,528.00 \$ 10,818.00		\$ 4,024.00 \$ 10,130.00		\$ 3,780.00 \$ 9,782.00		\$ 3,800.00 \$ 9,802.00	
Notes:											
Recommended low bidder for items 1, 3, 4 to Techline / ABB											
Recommended low bidder for items 2, 6-9, 12-15 to Irby / Howard											
Recommended low bidder for items 5, 10-11 to AECI / ERMCO											



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-50
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 1-phase transformer as shown on the attached bid tabulation in the amount of \$189,155.00. Items will be ordered on a 'as needed' basis.

COST TO CITY:

Cost of this Request: \$189,155

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: November 30, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **1-ph. transformer bid award #15-50**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$189,155. The low bidders for the various items are as follows:

Stuart Irby in the amount of \$86,060.00
Techline in the amount of \$103,095.00

This award is for six months, January-June 2016. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

[illegible]



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-47
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$255,022.00. Items will be ordered on a 'as needed' basis.

COST TO CITY:

Cost of this Request: \$255,022

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: November 30, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **3-ph. transformer bid award #15-47**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$255,002.00. The low bidders for the various items are as follows:

Stuart Irby in the amount of \$159,424.00
Techline in the amount of \$95,578.00

This award is for six months, January-June 2016. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

3ph. transformer
#15-47

ITEM NO.	QTY	UNIT	OUR PART NUMBER	DESCRIPTION	IRBY/CG POWER	IRBY HOWARD	TECHLINE ABB	TECHLINE HOWARD
1	1	EA	286 050 00002	TRANS 45 PM 3PHASE 120/208Y	\$4,708.00	\$4,454.00	\$5,382.00	\$4,454.00
2	1	EA	286 050 55720	TRANS 45 PM 3PHASE 277/480Y	\$4,765.00	\$4,432.00	\$5,341.00	\$4,431.00
3	1	EA	286 050 55730	TRANS 75 PM 3PHASE 120/208Y	\$5,428.00	\$5,232.00	\$6,020.00	\$5,231.00
4	1	EA	286 050 00003	TRANS 75 PM 3PHASE 277/480Y	\$5,434.00	\$5,159.00	\$5,969.00	\$5,159.00
5	1	EA	286 050 55735	TRANS 150 PM 3PHASE 120/208Y	\$6,369.00	\$6,396.00	\$7,602.00	\$6,395.00
6	1	EA	286 050 55736	TRANS 150 PM 3PHASE 277/480Y	\$6,460.00	\$6,117.00	\$7,525.00	\$6,117.00
7	1	EA	286 050 55739	TRANS 225 PM 3PHASE 120/208Y	\$7,514.00	\$7,360.00	\$9,489.00	\$7,360.00
8	1	EA	286 050 55740	TRANS 225 PM 3PHASE 277/480Y	\$7,426.00	\$7,608.00	\$7,831.00	\$7,608.00
9	1	EA	286 050 55743	TRANS 300 PM 3PHASE 120/208Y	\$8,748.00	\$8,596.00	\$9,505.00	\$8,594.00
10	1	EA	286 050 55744	TRANS 300 PM 3PHASE 277/480Y	\$8,440.00	\$8,540.00	\$9,438.00	\$8,539.00
11	1	EA	286 050 55746	TRANS 500 PM 3PHASE 120/208Y	\$11,031.00	\$10,856.00	\$10,306.00	\$10,856.00
12	1	EA	286 050 55747	TRANS 500 PM 3PHASE 277/480Y	\$10,507.00	\$11,738.00	\$11,556.00	\$11,738.00
13	1	EA	286 050 55748	TRANS 750 PM 3PHASE 120/208Y	\$14,721.00	\$15,964.00	\$16,632.00	\$15,964.00
14	1	EA	286 050 55749	TRANS 750 PM 3PHASE 277/480Y	\$12,963.00	\$13,913.00	\$15,816.00	\$13,913.00
15	1	EA	286 050 55750	TRANS 1000 PM 3PHASE 120/208Y	\$22,098.00	\$20,440.00	\$18,367.00	\$20,440.00
16	1	EA	286 050 55751	TRANS 1000 PM 3PHASE 277/480Y	\$13,924.00	\$17,443.00	\$18,775.00	\$17,443.00
17	1	EA	286 050 55752	TRANS 1500 PM 3PHASE 277/480Y	\$19,470.00	\$23,139.00	\$20,612.00	\$23,139.00
18	1	EA	286 050 00005	TRANS 2000 PM 3PHASE 277/480	\$24,964.00	\$27,711.00	\$26,938.00	\$27,711.00
19	1	EA	286 050 00006	TRANS 2500 PM 3PHASE 277/480Y	\$34,244.00	\$35,211.00	\$34,795.00	\$35,211.00

\$128,726.00 \$30,698.00 \$40,229.00 \$55,349.00

TOTAL: \$255,002.00



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with HD Supply Waterworks for SENSUS brand water meters 2" and larger per the City of Bentonville's specifications in the amount of \$38,577.14. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$38,577

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

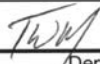
www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/24/2015</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Water Meters</u>		
Year & Model:	<u>SENSUS</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>HD Supply Waterworks</u>		
	<u>856 W. Henri De Tonti Blvd</u>		
	<u>Tonitown, AR 72770</u>		
Amount:	Base Amount:	<u></u>	
	Tax:	<u></u>	
	*Other:	<u></u>	
	TOTAL	\$	-
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
SENSUS Brand water meters are part of the City of Bentonville Specifications. As in previous years we have purchased our water meters from HD Waterworks and are a "Single Source" item in Arkansas. No other vendors can supply this item in Arkansas. Their prices are firm for the year 2015.			
 _____ Department Head		_____ Director of Finance & Administration	
Revised 6-18-99			

M E M O R A N D U M

DATE: November 16, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Sensus Water Meters**

For water meters 2" and larger, the City Of Bentonville uses only Sensus meters. HD Waterworks Supply is the single source supplier of Sensus water meters in this area. The meters will be ordered on an as needed basis for 2015.

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

SENSUS WATER METERS 2016

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	10	EA	670 095 29455	2" T2 OMNI METER	\$839.84	\$8,398.40
2	1	EA	670 095 29457	3" T2 OMNI METER	\$1,046.57	\$1,046.57
3	2	EA	670 095 29471	4" T2 OMNI METER	\$2,037.44	\$4,074.88
4	1	EA	670 095 29470	6" T2 OMNI METER	\$3,668.07	\$3,668.07
5	1	EA		8" T2 OMNI METER	\$6,224.95	\$6,224.95
6	1	EA		10" T2 OMNI METER	\$8,116.08	\$8,116.08
7	2	EA	670 095 00015	2" T2 DROP ASSEMBLY	\$595.35	\$1,190.70
8	1	EA	670 095 00016	3" T2 DROP ASSEMBLY	\$665.94	\$665.94
9	1	EA	670 095 00017	4" T2 DROP ASSEMBLY	\$665.94	\$665.94
10	1	EA	670 095 29467	6" T2 DROP ASSEMBLY	\$1,261.45	\$1,261.45
11	1	EA		8" T2 DROP ASSEMBLY	\$1,632.08	\$1,632.08
12	1	EA		10" T2 DROP ASSEMBLY	\$1,632.08	\$1,632.08

\$38,577.14

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SENSUS WATER METERS FOR THE CITY OF BENTONVILLE FROM HD SUPPLY WATERWORKS 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 for the purchase of SENSUS water meters for the City of Bentonville from HD Supply Waterworks in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Mueller for water meters less than 2" per the City of Bentonville's specifications in the amount of \$156,170.00. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$156,170

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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



REQUEST FOR WAIVER OF BID

Date	<u>11/24/2015</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Electric Meters & Water Meters</u>		
Year & Model:	<u>Elec - Landis + GIR; Water - Hershey</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems LLC</u>		
	<u>10210 Statesville Blvd</u>		
	<u>Cleveland, NC 27013</u>		
Amount:	Base Amount:	<u></u>	
	Tax:	<u></u>	
	*Other:	<u></u>	
	TOTAL	\$	-
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2016.			
 _____ Department Head		 _____ Director of Finance & Administration	
Revised 6-18-99			

M E M O R A N D U M

DATE: November 16, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Mueller Water Meters**

The City Of Bentonville recommends the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller Systems, Inc. for the purchase of water meters smaller than 2". Mueller Systems, Inc. is the single source supplier of the water smart meters, and the meters will be ordered on an as needed basis for 2016.

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

MUELLER WATER METERS 2016

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
1	800	EA.	670 095 29488	METER 5/8 X 3/4 COMPOSITE METER VOGA294M	\$188.00
2	20	EA.	670 095 29477	METER 1" NSF 61 BRASS METER W/MI.NODE VOKS291M	\$288.50

ext. price

\$150,400.00

\$5,770.00

\$156,170.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF WATER METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS 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 for the purchase of water meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$261,626.10. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$261,626

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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



REQUEST FOR WAIVER OF BID

Date	<u>11/24/2015</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Electric Meters & Water Meters</u>		
Year & Model:	<u>Elec - Landis + GIR; Water - Hershey</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems LLC</u>		
	<u>10210 Statesville Blvd</u>		
	<u>Cleveland, NC 27013</u>		
Amount:	Base Amount:	<u></u>	
	Tax:	<u></u>	
	*Other:	<u></u>	
	TOTAL	\$ -	
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2016.			
 _____ Department Head		 _____ Director of Finance & Administration	
Revised 6-18-99			

M E M O R A N D U M

DATE: November 16, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Mueller Electric Meters**

The City Of Bentonville recommends the Mayor and City Council waive the requirements for competitive bidding enter into an agreement with Mueller Systems, Inc. for the purchase of the electric meters. Mueller Systems, Inc. is the single source supplier of the electric smart meters, and the meters will be ordered on an as needed basis for 2016.

CITY OF BENTONVILLE

601 S.E. 4TH ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

ITEM NO.	QUANTITY	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	ext. price
1	1,248	EA.	285 061 00007	SMARTMETER 2S FOCUS ENERGY ONLY #MSE-SMFS-2S-001	\$88.00	\$109,824.00
2	240	EA.	285 061 00008	SMARTMETER 2SE CLASS 320 240V #MSE-SHF-2SE-P	\$320.00	\$76,800.00
3	1	EA.	285 061 36716	SMARTMETER 2S AX DISCONNECT #MSE-SHFD-2S-P	\$428.00	\$428.00
4	1	EA.	285 061 36715	SMARTMETER 3S PLASTIC 120V ENERGY ONLY #MSE-CHS-3S-P	\$468.00	\$468.00
5	1	EA.	285 061 36714	SMARTMETER L&G C&I 9S PLST ENERGY W/DEMAND #MSE-CHS-9S-P	\$510.30	\$510.30
6	16	EA.	285 061 36686	SMARTMETER L&G C&I 16S PLST ENERGY W/DEMAND #MSE-CHS-16S-P	\$510.30	\$8,164.80
7	48	EA.	285 061 36771	SMARTMETER C&I 16SE PLSTC ENERGY W/DEMAND #MSE-CHS-16SE-P	\$690.00	\$33,120.00
8	28	EA.	285 061 36690	SMARTMETER H L&G 12S PLSTC ENERGY W/DEMAND #MSE-NHF-12S-P	\$390.00	\$10,920.00
9	8	EA.	285 061 36691	SMARTMETER H C&I 12SE PLSTC ENERGY W/DEMAND #MSE-CHS-12SE-P	\$654.00	\$5,232.00
10	12	EA.	285 061 36772	SMARTMETER C&I PWR 16K ENERGY W/DEMAND #MSE-CHS-16K-P	\$965.00	\$11,580.00
11	1	EA.	285 061 36719	SMARTMETER 2K CLASS 480 240V/3W #MSE-SHF-2K-P	\$467.00	\$467.00
12	8	EA.	285 061 36708	SMARTMETER L&G C&I 4S/5S PLST ENERGY W/DEMAND #MSE-CHS-5S-P	\$514.00	\$4,112.00
						\$261,626.10

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRIC METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS 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 for the purchase of electric meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Holophane Ornamental Lighting for the City of Bentonville's standardized lighting for 2016. Prices to remain the same January through December 2016 in the amount of \$675,860.75

COST TO CITY:

Cost of this Request: \$675,861

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

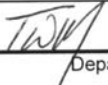
www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/24/2015</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Holophane Ornamental Lighting</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Holophane Ornamental Lighting</u>		
	<u>1 Lithonia Way</u>		
	<u>Conyers, GA 30012</u>		
Amount:	Base Amount:	\$	<u>675,860.75</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>675,860.75</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Holophane brand lighting is installed in our system and is part of the City of Bentonville Specifications. Holophane lights will maintain a consistant look throughout the City of Bentonville on all projects to be finalized in 2016.			
 _____ Department Head		 _____ Director of Finance & Administration	
Revised 6-18-99			

M E M O R A N D U M

DATE: November 16, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Decorative Lighting waiver of bid**

The City of Bentonville recommends waiving the bid and entering into a contract with Holophane Ornamental Lighting for the standard decorative lighting in the total amount of \$675,860.75.

This waiver is for one year, January-December 2016. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

Line item	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
POLES							
1		BEN-540-069-00011	WDA12F5J17P07LABBK		Wadworth, 12', 5" Fluted, Cast Aluminum, Black	\$ 640.00	\$ 48,000.00
2		BEN-540-069-00012	NYA12F5J17P07LAB		North Yorkshire, 12', 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 801.00	\$ 12,015.00
3		BEN-540-069-00013	CHA12F5J16P07LABBK		Charleston Series Pole, 12' Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 990.00	\$ 14,850.00
4		BEN-540-069-00077	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 999.00	\$ 14,985.00
5		BEN-540-069-00029	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK	\$ 990.00	\$ 14,850.00
6		BEN-540-069-00030	WDA08L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 8' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 905.00	\$ 13,575.00
7		BEN-540-069-00033	CHA12L4E12P01LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, PLAIN POLE CAP, 12" DIAMETER BASE. FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,018.00	\$ 15,270.00
8		BEN-540-069-00040	CHA 12 L4E 12 P07 LAB BK		SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE. FINISHED HOLOPHANE BLACK	\$ 1,113.00	\$ 16,695.00
9		BEN-540-069-00043	FTA30E1-P9-BK-R		FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK	\$ 2,391.00	\$ 35,865.00
10		BEN-540-069-00078	FTA30E1-P9-BK		FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, BLACK	\$ 2,391.00	\$ 35,865.00
11		BEN-540-069-00048	WDA12F5J17P11LABBK		WADSWORTH CAST ALUMINUM POLE, 12' TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK. TYPICALLY USED WITH HALLBROOK	\$ 861.00	\$ 12,915.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.						
Line item	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$ Ext \$
12		BEN-540-069-00049	RTS30668P2NDGR		30FT, 6.6 x 2.4 x 11 Gauge Wall: Tenon 2.380 D. X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts.	\$ 1,055.00 \$ 15,825.00
13		BEN-540-069-00079	CLS22FTB24P07LABBKR		COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK.	\$ 2,411.00 \$ 36,165.00
14		BEN-540-069-00016	CLS22FTB24P07LABBK		COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK. LESS ANCHOR BOLTS	\$ 2,411.00 \$ 48,220.00
15		BEN-540-069-00062	C26CSBU055A		COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE. 26" DIAMETER, FINISHED HOLOPHANE BLACK. DESIGNED TO FIT AROUND POLE #FTA30E1F1U931C	\$ 1,551.00 \$ 23,265.00
FIXTURES						
List all fixtures in this section - 10 items						
16		BEN-285-056-00020	GVU100HPMAB7NHP		Utility GranVile (GVU): Electrical Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 356.00 \$ 17,800.00
17		BEN-285-056-00075	GVU7N		GRANVILLE UTILITY OPTICAL SHIP LEVEL, TYPE III, LUNAR OPTICS, ASYMMETRIC DISTRIBUTION, NO FINIAL	\$ 297.00 \$ 14,850.00
18		BEN-285-056-00047	GS100HPMC2BS51NHP		Hallbrook(R) GlasWerks II (GS) : GS,100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 240V Only. UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter	\$ 965.00 \$ 14,475.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.						
Line item	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$ Ext \$
19		BEN-285-056-00051	G400HPMALWFVGPR		Mongoose, 400 W, HPS, Multivolt, Pre-wired to 120V tap, Low Tilt, 0 to 18 Degrees, Wide Roadway, Flat Glass, Vertical Tenon Mounting, Gray painted finish, Protected Starter, NEMA Twist-Lock, Photocontrol Receptacle	\$ 501.00 \$ 7,515.00
20		BEN-285-056-00021	GVU100HPMAB7RSGHP		Utility Granville (GVU) : Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only Black, Lunar Optics Asymmetric, IES Type III Distribution, Ribs and Bands, Painted Cast Aluminum Standard, Gold, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 864.00 \$ 12,960.00
21		BEN-285-056-00022	GVU 100HP MA B 7 S S B H P		Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle	\$ 877.00 \$ 13,155.00
22		BEN-285-056-00023	ARU100HPMABG3SHP		Utility Arlington (ARU) : ARU, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Asymmetric Glass Refractor, Spike Finial, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 744.00 \$ 11,160.00
23		BEN-285-056-00035	TUB4SS		TEARDROP UTILITY OPTICAL ASSEMBLY ONLY, TYPE 4 DISTRIBUTION TEARDROP STYLE OPTIC, SHALLOW SKIRT, FINISHED BLACK	\$ 347.00 \$ 5,205.00
24		BEN-285-056-00061	TUB250HPMAB4PSR		MEMPHIS UTILITY ELECTRICAL ASSEMBLY ONLY, 250W HPS, MULTI-TAP WIRED TO 120V, BLACK FINISH, PROTECTED STARTER, PHOTOCONTROL RECEPTACLE (LESS PHOTOCONTROL	\$ 628.00 \$ 9,420.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.						
Line item	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$ Ext \$
25		BEN-285-056-00025	WE250HPMAB6B6HPS		Washington Postlite Enhanced (WE) : WE, 250W High Pressure Sodium Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 120V Only, UL listed, Black, Asymmetric, Lunar Optics Type 6, Black, Spike Finial, Bands and Ribs, NEMA Twist Lock Photocontrol Recaptical, Protected Starter	\$ 1,167.00 \$ 35,010.00
REPLACEMENT PARTS						
List all replacement parts in this section (lamps, ballasts, slip fitters, etc) - 11 items						
26		BEN-285-006-00005	RBK100HP12A		Replacement Ballast Kit (RBK), 100 Watt HPS, 120 Volt, Oval Capacitor	\$ 86.00 \$ 1,290.00
27		BEN-285-006-00006	RBK250HPMT		Replacement Ballast Kit (RBK), 250 Watt HPS, Multitap 120, 208, 240, 277 Volt UL, Round Capacitor	\$ 129.00 \$ 1,935.00
28		BEN-540-069-00066	GWLF200SCABK		Leveling Fitter : GlasWerks Decorative Arm Fitter, Slipfit 2 inch nominal pipe, Swivel, Cast Aluminum, Black	\$ 145.00 \$ 2,175.00
29		BEN-285-056-00046	HACL100MMWFLCASSLLP		REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 100W MH, WIDE FLOOD DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED	\$ 407.00 \$ 6,105.00
30		BEN-285-056-00065	HRIS91RLB34B		H910 SERIES ROUGH-IN UNIT THAT CONSISTS OF A BRONZE JUNCTION BOX WITH 3/4" KNOCK-OUTS.	\$ 315.00 \$ 4,725.00
31		BEN-285-056-00066	HACL150MSPFLCACL		REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 150W MH, SPOT DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED	\$ 407.00 \$ 6,105.00
32		BEN-285-056-00067	HHSL150M120SF		H910 SERIES REPLACEMENT BALLAST, 150W, MH, 120V, SINGLE FUSING	\$ 427.00 \$ 6,405.00
33		BEN-285-056-00068	HACL70MMWFLCACL		REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 150W MH, WIDE FLOOD DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED	\$ 407.00 \$ 6,105.00
34		BEN-285-056-00070	HHSL70M120SF		H910 SERIES REPLACEMENT BALLAST, 70W, MH, 120V, SINGLE FUSING	\$ 427.00 \$ 6,405.00
35		BEN-285-056-00072	HHSL100M120SF		H910 SERIES REPLACEMENT BALLAST, 100W, MH, 120V, SINGLE FUSING	\$ 427.00 \$ 6,405.00
ARMS						
List all arms in this section - 6 items						

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.						
Line item	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$ Ext \$
36		BEN-540-069-00014	CSC30CABKH		Cincinnati Series Crossarm (CSC) : CSC30 (Two at 180), CA, Black	\$ 473.00 \$ 7,095.00
37		BEN-540-069-00015	C30CABKH		Cleveland Series Crossarm (C): C30 (Two at 180), CA, Black	\$ 558.00 \$ 8,370.00
38		BEN-540-069-00042	WLC144/2CABKH	ARM	WLC144/2CABKH/WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180, Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 1,174.00 \$ 17,610.00
39		BEN-540-069-00060	WLC48/1CABKH		WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 48" Roadway One Way Arm, Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 727.00 \$ 10,905.00
40		BEN-540-069-00063	WLC72/1CABKH		WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 72" Roadway One Way Arm, Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 895.00 \$ 13,425.00
41		BEN-540-069-00064	LS29/1CABKH		LISBON SERIES ARM, 29" LONG FOR MOUNTING A SINGLE FIXTURE. REQUIRES A 4.38"X12" TENON. FINISHED HOLPHANE BLACK	\$ 577.00 \$ 8,655.00
SPECIAL PARTS						
List all special parts in this section (bollards, banner arms, plant holders, flag holders, receptacles, etc) - 13 items						
					H102 : H102 Flat Top Round Louvered Bollard, 42in height, 70 Watt High Pressure Sodium, Multitap factory wired for 120 volt, Forward Throw, 180 degrees, Black, Coated Lamp included, Receptacle	\$ 897.00 \$ 13,455.00
42		BEN-285-056-00045	H1024270SMAFTBKLPICGFC		DECORATIVE CLAMP ON FLOWER POT HOLDER, 2 @ 180 DEGREES, PAINTED STANDARD HOLOPHANE BLACK FINISH.	\$ 511.00 \$ 7,665.00
43		BEN-540-069-00018	OSPA2/180C5BKH		ITEM IS A FLAG POLE HOLDER TO ADAPT A 1.0" DIAMETER FLAG TO THE SL4/5 POLE. INCLUDES TRAC NUTS AND HARDWARE AS REQUIRED. FINISH HOLOPHANE BLACK.	\$ 113.00 \$ 1,695.00
44		BEN-540-069-00032	SLFPH100SL4D1		ITEM IS A 18" (1.00" NOM OD) BANNER ARM WITH HALF SPHERE END CAP. INCLUDES TRAC NUTS AND HARDWARE AS REQUIRED. PAINTED STANDARD HOLOPHANE BLACK.	\$ 192.00 \$ 2,880.00
45		BEN-540-069-00034	SLB18H1 00SL4D1			

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.							
Line item	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
46		BEN-285-056-00036	WILLF 200 S CA BK		Leveling Fitter : West Liberty Decorative Arm Fitter, Slipfit 2 inch nominal pipe, Swivel Cast Aluminum, Black	\$ 127.00	\$ 1,905.00
47		BEN-540-069-00037	BA24H1/CO-CA/BK		CLAMP-ON BANNER ARM, 24" LONG, 1" DIA PIPE WITH HALF SPHERE END CAP PAINTED STANDARD HOLOPHANE BLACK	\$ 221.00	\$ 3,315.00
48		BEN-540-069-00038	BBA24H1CO2(180)BK		Breakway twin clamp on 24 " Banner Arms, half sphere end cap, 1 inch pipe, Two Arms at 180 degrees, painted black. Must specify location on pole in order to size clamp	\$ 481.00	\$ 7,215.00
49		BEN-540-069-00039	BBA24H1CO1BK		Breakway Clamp on Banner Arm, half sphere, 1 inch pipe, One Arm, painted standard Holophane black. Must specify location on pole to size clamp. Wind loading done on original request.	\$ 312.00	\$ 4,680.00
50		BEN-540-069-00044	BA30H5C5.0BKH		CLAMP-ON BANNER ARM, 30" LONG, 1.25" IN DIAMETER PIPE WITH HALF-SPHERE END FINIAL, CLAMP FOR A "F5" SHAFT. STANDARD HOLOPHANE BLACK FINISH. PLEASE CONFIRM WIND LOADING.	\$ 226.00	\$ 3,390.00
51		BEN-540-069-00045	OSPA/C5BKH		OSPA SERIES CLAMP-ON PLANTER ARM. ARM IS 11" LONG. STANDARD HOLOPHANE BLACK FINISH. AN APPORVAL DRAWING WILL BE REQUIRED AT THE TIME OF PO.	\$ 314.00	\$ 4,710.00
52		BEN-540-069-00046	SLBA30H1.25SL4D1		SITELINK BANNER ARM, 30" LONG, 1.25" DIAMETER PIPE WITH HALF-SPHERE END FINIAL, TRACK NUT KITS INCLUDED TO ATTACH TO AN "SL4" SERIES SHAFT. STANDARD HOLOPHANE BLACK FINISH. 1)POLE IS 85% LOADED BASED ON THE FOLLOWING INFORMATION: SL4W171200D1P3 30"X60" BANNER SLOSPA PLANTER ARM GRANVILLE FIXTURE.	\$ 215.00	\$ 3,225.00
53		BEN-540-069-00047	SLOSPA-CABKH		SITELINK "OS" SERIES PLANTER ARM, MODIFIED TO MOUNT ON AN "SL4" SERIES SHAFT, TRACK NUT KITS INCLUDED. FINISHED STANDARD HOLOPHANE BLACK	\$ 323.00	\$ 4,845.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

Line item	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
54		BEN-540-069-00031	TNUT3/8-12SL45D1		ITEM IS A 3/8" X 1.25" TRAC NUT KIT FOR THE SL4/5 POLE WITH TRAC NUT, LOCKWASHER AND BOLT. FINISH HOLOPHANE BLACK.	\$ 16.11	\$ 241.65
ANCHOR BOLTS							
List all anchor bolts in this section - 4 items							
55		BEN-540-069-00036	AB-16		Anchor Bolts Hot Dip Galvanized, 3/4 inch diameter. 24 inches long. 3 inch "J". Set of 4	\$ 43.86	\$ 657.90
56		BEN-540-069-00069	AB-27-4		Set of (4) 1" X 36" X 4" Anchor Bolts for RTS 3068B Pole.	\$ 87.72	\$ 1,315.80
57		BEN-540-069-00074	AB-31-4		SET OF 3/4"X18"X3" FULLY GALVANIZED ANCHOR BOLTS	\$ 36.72	\$ 550.80
58		BEN-540-069-00075	ABSS3100		ANCHOR BOLT KIT FOR THE H101 SERIES BOLLARD	\$ 32.64	\$ 489.60
SUMMARY							
					Total Holophane Blanket	\$ 675,860.75	

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ORNAMENTAL LIGHTING FIXTURES FOR THE CITY OF BENTONVILLE 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 for the purchase of Holophane ornamental lighting fixtures from Holophane as per the Proposal attached hereto as Exhibit A.

Section 2: Because these fixtures are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$2,940.52 to be used to repair a 2013 Chevy Tahoe, unit # 2010-22, and a 2013 Chevy Tahoe, unit # 2015-18. These units were damaged on October 24, 2015 (MVA # 2015-36451) in a minor parking lot incident while officers were on a call for service at the Commons Housing Facility (800 SE Falcon). The majority of funds to repair these vehicles (\$1,007.43 and \$1,076.43 respectively, for a total of \$2,083.86), not including deductibles, will be sourced from an Arkansas Municipal League Vehicle Program settlement.

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	\$ -

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Police

Date of Request: December 8, 2015

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
024-2010-375.20-00	Other Income	\$2,083.86		\$ 2,083.86
010-2010-421.44-20	Vehicle Maintenance Repairs		\$2,940.52	\$ (2,940.52)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 2,083.86	\$ 2,940.52	\$ (856.66)

Justification:

Arkansas Municipal League Vehicle Program Settlement in the amount of \$2,083.86 to repair two 2013 Chevy Tahoes, unit numbers 2010-18 and 2010-22.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





CHECK ALL THAT APPLY			
X	Bid Award	Bid #	15-54
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council award bid No. 2015-54 to Fochtman Enterprises, Inc. for 48-inch water line improvements associated with AHTD Job No. 090373 (CA0004) Hwy 265 Improvements from Highway 264 to Pleasant Grove Road in an amount of \$105,650.00. This project qualifies for 100% reimbursement from AHTD per the City's agreement with AHTD signed in October 2015 for same project.

COST TO CITY:

Cost of this Request: \$105,650

Additional Budget Amount \$105,650

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		105,650
Remaining After Adjustment	\$	105,650

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: Mike Bender

CC:

Date: November 23, 2015

Re: Fochtman Enterprises, Inc. Bid Award: 48-inch water line improvements associated with AHTD Project CA0004 (45) Hwy 265 Improvements Hwy 264 – Pleasant Grove Road

Staff recommends Council award bid No. 2015-54 to Fochtman Enterprises, Inc. for 48-inch water line improvements associated with AHTD Job No. 090373 (CA0004) Hwy 265 Improvements from Highway 264 to Pleasant Grove Road in an amount of \$105,650.00. This project qualifies for 100% reimbursement from AHTD per the City's agreement with AHTD signed in October 2015.

This AHTD project includes upgrading Old Wire Road from a local street to a three lane State highway from Arkansas State Hwy 264 in Bethel Heights to Pleasant Grove Road on the southeastern side of Rogers. This project is fully outside the city limits of Bentonville; however, Bentonville's 48" water transmission line from Beaver Water District crosses the highway route in Lowell. AHTD improvements will require a protective cover over the existing pipe spanning the entire width of the new AHTD right-of-way and relocation of a fire hydrant to outside of the proposed right-of-way. The project will require engineered drawings and specifications to perform the work. All City costs associated with this project are reimbursable per the agreement with AHTD; however, the City will have to front the costs to cause the required work.

Thank you for your consideration of this request.



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

November 20, 2015

City of Bentonville, Arkansas
c/o Mike Bender, PE
Public Works Director
305 SW A Street
Bentonville Arkansas 72712

Re: Bid 15-54, 48-inch Water Line Improvements
In Association with AHTD Job 090373
Recommendation of Award

Mr. Bender:

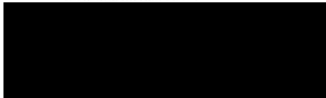
Bids were received for the referenced project at the Bentonville City Hall at 2:00 pm on November 19, 2015. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter. A total of four bids were received on the project as summarized in the table below. As shown in the table below, the low bid was submitted by Fochtman Enterprises, Inc. of Fayetteville, AR.

Bidding Entity	Bid
Fochtman Enterprises, Inc.	\$105,650.00
Crow Paving, Inc.	\$124,200.00
Crossland Heavy Contractors, Inc.	\$139,316.00
KB Structural, Inc.	\$168,905.52

Fochtman Enterprises, Inc. has successfully completed past and similar projects with Garver and other local municipalities. Fochtman Enterprises, Inc. is currently licensed with the Arkansas Contractor's Licensing Board, with no violations or complaints on file. We recommend that the construction contract for Bid 15-54 be awarded to Fochtman Enterprises, Inc. Please call me if you have any questions.

Sincerely,

GARVER, LLC



Chris Buntin, P.E.
Project Manager

Attachments: Bid Tabulation

L:\2015\15048171 - Bentonville AHTD Job 090373\Bidding\Recommendation of Award\Bender 2015-11-20 Recommend.docx



Bid 15-54, 48" Water Transmission Line Improvements
Garver Project #15048171
City of Bentonville, Arkansas
Bid Opening - November 19, 2015

#	Description	Estimated Quantity	Unit	Fochtman Enterprises		Crow Paving, Inc.		Crossland Heavy Contractors, Inc.		KB Structural, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and demobilization	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
2	Trench Excavation Safety	1	LS	\$ 22,250.00	\$ 22,250.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 67,000.00	\$ 67,000.00
3	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 4,000.00	\$ 4,000.00	\$ 6,165.00	\$ 6,165.00
4	Bonds and Insurance	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,250.52	\$ 5,250.52
5	Large Concrete Panels, for 48" Water Line	21	EA	\$ 1,600.00	\$ 33,600.00	\$ 4,100.00	\$ 86,100.00	\$ 2,100.00	\$ 44,100.00	\$ 2,250.00	\$ 47,250.00
6	Small Concrete Panels, for 6" Water Line	2	EA	\$ 1,100.00	\$ 2,200.00	\$ 3,750.00	\$ 7,500.00	\$ 1,750.00	\$ 3,500.00	\$ 1,120.00	\$ 2,240.00
7	All other work as defined in the Contract Documents, including pavement repair, site work, construction staking, water line installation, fire hydrant assembly, testing, coordination and other incidental construction.	1	LS	\$ 25,100.00	\$ 25,100.00	\$ 12,500.00	\$ 12,500.00	\$ 79,216.00	\$ 79,216.00	\$ 33,000.00	\$ 33,000.00
Total Bid				\$	105,650.00	\$	124,200.00	\$	139,316.00	\$	169,905.52



11/23/15



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Budget Adjustment to front costs for construction of 48-inch water line improvements associated with the Arkansas State Highway Commission for AHTD Project No. 090373-CA0004(45) - Hwy 265 Improvements between Hwy 264 and Pleasant Grove Road.

COST TO CITY:

Cost of this Request: \$105,650

Additional Budget Amount \$105,650

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		105,650
Remaining After Adjustment	\$	105,650

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Water

Date of Request: October 13, 2015

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
050-3020-436.91-99	Funded Depreciation		\$ 105,650.00	\$ (105,650.00)
050-3020-436.32-10	Water Legal and Professional		\$105,650.00	\$ (105,650.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 211,300.00	\$ (211,300.00)

Justification:

Budget adjustment to front costs associated with construction of 48-inch water line improvements associated with AHTD project CA0004(45) - Hwy 265 Improvements between Hwy 264 and Pleasant Grove Road. This project qualifies for 100% reimbursement according to AHTD Utility Accommodation Policy.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other_____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends approval of Change Order #3 and Final Reconciliation for Forsgren, Inc. for a total decrease of \$75,589.45 for the South Lift Station Renovation and Force Main Construction project. This final change order reduces the contract amount from \$2,208,400.47 to \$2,132,811.02. Of this reduction, \$45,320.00 is liquidated damages and will be used to fund costs incurred by McClelland Consulting Engineers, Inc. for construction services due to time overage. The remaining reduction of \$30,269.45 is from final quantity measurements. This project is funded with sewer capacity fees.

COST TO CITY:

Cost of this Request: (\$75,589)

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	2,208,400
Funds Expended to Date		2,067,045
Remaining Budget		141,355
Budget Adjustment		-
Remaining After Adjustment	\$	141,355

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: Mike Bender

CC:

Date: November 24, 2015

Re: Change Order #3 and Final Reconciliation for Forsgren, Inc. for South Lift Station Renovation and South Force Main Construction Project

Staff recommends approval of Change Order #3 and Final Reconciliation for Forsgren, Inc. for a decreased amount of \$75,589.45 for the South Lift Station Renovation and South Force Main Construction Project. This change order will decrease the contract price from \$2,208,400.47 to \$2,132,811.02. The project overran contract time by 103 days and, as such, \$45,320.00 of the noted reduction is for liquidated damages that will be utilized to cover extra fees incurred from McClelland Engineering Consultants, Inc. in the same amount. The remaining \$30,269.45 reduction is from final measured quantities. The project is complete and functioning properly, greatly increasing the capacity in the south lift station.

This project is funded by sewer capacity fees.

Thank you for your consideration of this request.

Change Order

No. 3

Date of Issuance: November 18, 2015

Effective Date: _____

Project: South Lift Station and Force Main	Owner: Bentonville Water Utilities	Owner's Contract No.:
Contract:		Date of Contract: Sept. 23, 2014
Contractor: Forsgren, Inc.		Engineer's Project No.: FY102126

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Provide final reconciliation of costs based on final pay request from Contractor:

1. Furnish and install 10"x4" sleeve, gate valve and drain line for the existing 10" force main in lieu of the 10"x2" Tap, 2" corp stop and 2" drain tubing originally called for in the Plans (Pay Item #6).
2. Furnish and install 10" plug valve in lift station to replace existing 10" plug valve.
3. Contract reduction for liquidated damages due to contract time overage. 103 days x \$440/day = \$45,320.00
4. Contract reduction based on final quantities. Total contract (\$2,213,900.47) less final pay request (\$2,178,131.02) = net reduction (\$35,769.45)

The costs for these are listed below:

1a. F&I 10"x4" sleeve, gate valve and drain line	\$2,850.00
1b. Credit for Pay Item #6	(\$1,000.00)
2. F&I 10" plug valve in lift station	\$3,650.00
3. Liquidated damages adjustment	(\$45,320.00)
4. Final quantities adjustment	(\$35,769.45)
Total	(\$75,589.45)

Attachments (list documents supporting change): Forsgren E-Mails dated 10/01/2015

Forsgren Emails dated 10/01/2015 for Items 1a, 1b, and 2.

MCE Letter dated 11/12/2015 for Item 3.

Contractor Final Pay Request for Item 4.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$2,178,210.47

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2:

\$30,190.00

Contract Price prior to this Change Order:

\$2,208,400.47

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): 150

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2:

Substantial completion (days): N/A

Ready for final payment (days): 12

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 162

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
Page 1 of 2

[Increase] [Decrease] of this Change Order:

(\$75,589.45)

Contract Price incorporating this Change Order:

\$2,132,811.02

Increase of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 68

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 230

ACCEPTED:

ACCEPTED:

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Engineer (Authorized Signature)

Date: 11/19/2015

Date:

Date:

11/20/15

Approved by Funding Agency (if applicable):

Date:



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 10, 2015

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with McClelland Engineering Consultants, Inc. for an amount not to exceed \$263,027.41 for the South Lift Station Renovation and Force Main Construction project. This is an increase of \$49,540.00 over the original contract. \$4,220.00 of the increase is due to additional survey, design, and easement prep for route changes after construction started and will be paid with project savings due to reduced quantities. \$45,320.00 is increased construction services costs due to the project running longer than allowed contract time and will be funded by liquidated damages collected from Forsgren, Inc. Since total project costs are less than previously budgeted and damages from contractor are used to pay overages due to time, a budget adjustment is not needed.

COST TO CITY:

Cost of this Request: \$263,047

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	208,300
Funds Expended to Date		203,839
Remaining Budget		4,461
Budget Adjustment		-
Remaining After Adjustment	\$	4,461

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: Mike Bender

CC:

Date: November 24, 2015

Re: Change Order #3 and Final Reconciliation for Forsgren, Inc. for South Lift Station Renovation and South Force Main Construction Project

Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with McClelland Engineering Consultants, Inc. for an amount not to exceed \$263,027.41 for the South Lift Station Renovation and Force Main Construction project. This is an increase of \$49,540.00 over the original contract. The original contract was \$180,000.00 for the force main and \$28,300.00 for the lift station plus reimbursable expenses for a total contract amount of \$208,300.00 plus reimbursable costs. During construction, alternate routes were looked at for more efficient construction to minimize restoration work due to development that occurred between design and construction. This redesign cost \$4,220.00 due to additional survey, design, and easement prep for route changes after construction started. This increase will be funded by project savings due to reduced quantities. McClelland Engineering incurred additional costs of \$45,320.00 due to construction delays of 103 days over contract. The extra cost of \$45,320.00 due to delays will be funded by liquidated damages collected from Forsgren, Inc.

The fees for McClelland were covered by two separate work orders but only one PO. For ease of billing, McClelland billed reimbursable expenses to one work order. Since extra design work, reimbursables, and majority of time on project was billed to the force main work order, we are only amending work order #3. The lift station work order remains unchanged.

The total cost of \$263,027.41 includes all fees and reimbursable expenses [\$180,000.00 (WO #3) + \$28,300.00 (WO#4) + \$4,220.00 (design change) + \$45,320.00 (extra time) + \$5,187.41 (reimbursables)]. This project is funded by sewer capacity fees.

Thank you for your consideration of this request.

AMENDMENT NO. 1
To
WORK ORDER NO. 3
Between
CITY OF BENTONVILLE, ARKANSAS
And
McCLELLAND CONSULTING ENGINEERS, INC.
FAYETTEVILLE, ARKANSAS
For the
ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES FOR
BENTONVILLE'S SOUTH LIFT STATION FORCE MAIN

The August 26, 2010 Agreement between the CITY OF BENTONVILLE and McCLELLAND CONSULTING ENGINEERS, INC. is hereby amended to modify the fee for engineering services during the construction phase of the referenced project.

Article 2, Task No. 3 of Work Order No. 3 lists a Boundary Survey/Easement Preparation lump sum fee of \$25,000.00 for the project. In April 2015 and May 2015, two (2) realignments of the force main were made, which required additional engineering evaluation and preparation of additional easement documents. This AMENDMENT NO. 1 increases the Task No. 3 fee by \$4,220.00 to a revised total of \$29,220.00.

Article 2, Task No. 4 of Work Order No. 3 lists a Services During Construction lump sum fee of \$56,200.00 for the project. Notice to Proceed was issued on November 17, 2014 with a contract completion date of April 28, 2015, or 162 calendar days. The project was deemed substantially complete on October 16, 2015, or 171 calendar days beyond the contract completion date. The scope of work assumed 5 months of construction; therefore additional costs were incurred by the ENGINEER to provide construction observation personnel during 103 additional calendar days that the Contractor worked during this period. This AMENDMENT NO. 1 increases the Task No. 4 fee by \$45,320.00 to a revised total of \$101,520.00. The Contractor's final payment request will be reduced accordingly by \$45,320.00 to offset this cost.

The resulting contract amounts in Work Order No. 3 before and after this AMENDMENT NO. 1 are summarized as follows:

Description	Fee Before AMENDMENT NO. 1	Fee After AMENDMENT NO. 1
Task No. 1 – Topographic Survey	\$12,000.00	\$12,000.00
Task No. 2 – Design	\$86,800.00	\$86,800.00
Task No. 3 – Boundary Survey/Easement Prep.	\$25,000.00	\$29,220.00
Task No. 4 – Services During Construction	\$56,200.00	101,520.00
Reimbursable Expenses*	<u>\$2,500.00</u>	<u>\$5,187.41</u>
Totals	\$182,500.00	\$234,727.41

* Estimated amount in original contract. This Amendment No. 1 adjusts the total to the actual amount of reimbursable expenses on this contract.

The additional fees are based on the Hourly Rate Schedule that was in effect at the time the services were provided. All other provisions, covenants, recitals, terms and conditions of the Agreement, which are not expressly amended herein, shall remain in full force and effect.

J:\2010\102126 - Bentonville South Force Main & Pump Station\Contracts\FY102126 Amendment 1.doc

The parties hereby have executed this AMENDMENT NO. 1 on this date, the _____ day of _____, 2015.

CITY OF BENTONVILLE, ARKANSAS

McClelland Consulting Engineers, Inc.

By: _____
Mayor

By: _____

ATTEST:

ATT _____

By: _____
City Clerk

By: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH SOUTH LIFT STATION RENOVATION AND FORCE MAIN CONSTRUCTION PROJECT

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 an amended professional services agreement with McClelland Consulting Engineers, Inc. for engineering services associated with the South Lift Station Renovation and Force Main Construction Project in an amount not to exceed \$263,027.41 as set forth in the agreement attached hereto as Exhibit "A".

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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 24, 2015

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with GTS, Inc. for material testing services for the construction of the City Maintenance Facility site work located on SW 28th Street (formerly SW Airport Road) for an amount not to exceed \$47,200.00. Services include soils/subgrade testing, concrete/asphalt pavement testing, masonry, steel observation/testing.

COST TO CITY:

Cost of this Request: \$47,200

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	1,800,000
Funds Expended to Date		1,400,000
Remaining Budget		400,000
Budget Adjustment		-
Remaining After Adjustment	\$	400,000

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: Mike Bender

CC:

Date: November 24, 2015

Re: GTS, Inc. Material Testing Services for Construction of City Maintenance Facility

Staff recommends City Council approval for the Mayor and City Clerk to enter into a professional services agreement with GTS, Inc. for material testing services associated with construction of the City Maintenance Facility located at SW 28th Street for an amount not to exceed \$47,200.00. Services include soil/subgrade testing, concrete/asphalt pavement testing, masonry, concrete and steel testing. The total amount for the contract is based on an estimate of services from current construction drawings prepared by Hight-Jackson. Any increase in services/amount will require Council action. This contract is funded by money remaining from the sale of the City properties.

Thank you for your consideration of this request.

1915 North Shiloh Drive, Suite 1
Fayetteville, Arkansas 72704
Office: (479) 521-7645

Licensed In:
Arkansas • Oklahoma • Missouri • Texas
Kansas • Louisiana • New Mexico
Mississippi • Colorado • Tennessee



www.gtsinc.cc

September 16, 2015

City of Bentonville
305 SW "A" Street
Bentonville, Arkansas 72712

Attn: Mr. Mike Bender P.E.

RE: Special Inspections and Materials Testing Services Proposal
Bentonville Maintenance Facility
Bentonville, Arkansas
Proposal No. 15-CMTP-065

Dear Mr. Bender:

GTS, Inc. appreciates the opportunity to submit this proposal to perform Construction Materials Testing (CMT) and the associated Special Inspection services on the above referenced project. This proposal provides the scope of work we anticipate will be required to perform these services efficiently, including an estimate of the number of trips that we anticipate will be needed for each type of testing. Trips required for retesting of failed tests are necessarily not accounted for in this proposal.

ANTICIPATED SCOPE OF SERVICES

Based on project drawings and schedule of special inspections services provided by Hight-Jackson Associates P.A. with an issue date of 11/11/2015, GTS, Inc. anticipates that the following testing scopes of service will be needed during construction:

Site Preparation and Grading/Backfilling

- Observe subgrade for new planned building and, if required, provide recommendations for remedial work.
- Provide qualified personnel to perform field density and moisture content tests on an "on-call basis" for all structural fill areas.
- Perform laboratory classification of proposed fill soils to determine their suitability and moisture-density relationship (proctor).

Estimated Trips

- 20 trips for density testing (4 trips per major area and an additional 4 trips for misc.)
- 6 trips for engineering proofroll
- 3 Soil Proctors



Foundation Observations

- Engineering observations of shallow continuous and column foundations including verification of material type and bearing material.

Estimated Trips

- 26 trips for engineering observations of foundations (3 per area for A-F and 2 per area for G,H,J and K)

Structural Concrete Observation, Sampling and Testing

- Sample and test plastic concrete per project specifications. Testing of the plastic concrete will include casting of concrete cylinders for testing of compressive strength, testing of its slump, air content, and temperature.
- Provide on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for further laboratory compressive strength testing.
- Perform laboratory compressive strength tests on cured concrete cylinders.

Estimated Trips

- Foundations – 26 trips and 26 sets of concrete cylinders (3 per area for A-F and 2 per area for G,H,J and K)
- Curbs, Sidewalks, Paving and Misc. concrete – 15 trips and 15 sets of concrete cylinders.
- Slab on Grade – 10 concrete trips, 30 sets of cylinders (one per area A-J)

Structural Concrete Reinforcement

- Perform observations of structural concrete reinforcing elements for location, number of bars, size and spacing.

Estimated Trips

- 26 trips for engineering observations of concrete reinforcement (3 per area for A-F and 2 per area for G,H,J and K)

Masonry Observation, Sampling and Testing of Grout

- Observation of reinforcing elements.
- Sample and test grout per project specifications. Testing of the grout will include casting of grout prisms for compressive strength and testing of its slump and temperature.

Estimated Trips

- Masonry Observation with one sample of grout and one sample of mortar – 15 trips



Structural Steel Inspection

- High strength bolted connections will be inspected visually and with a calibrated wrench where required in accordance with AISC specification.
- Representative welds will be visually inspected in general accordance with AWS D1.1 and tested by either Ultrasonic or Magnetic particle procedures as required.
- Fabrication shop inspections will be conducted per the schedule of special inspection services

Estimated Trips

- Structural Steel Observations – 14 trips

FEE ESTIMATE BASIS

We have estimated the cost of materials testing for this project based on the number of trips anticipated to be required and an estimate of the number of hours we will be on-site. We have also used our previous experience in performing these tests on projects of similar size and scope. It should be noted that if performed in their entirety, typical special inspection costs associated with new construction have shown to be around .5%-1% of the overall cost of construction in this area.

COST ESTIMATE

Based on the above assumptions and information provided, we estimate that the total cost of services will be approximately \$47,200 for this site. Actual billing for this project will be per the attached laboratory and fee schedules. This is only an estimate and the exact cost of the project will depend solely on actual time spent performing the above referenced testing at the project site.

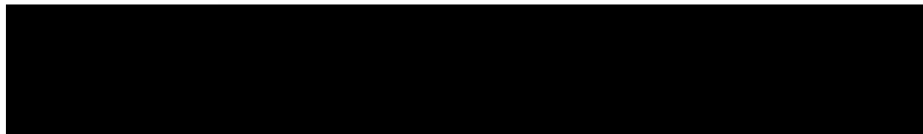


CLOSING

We appreciate the opportunity to provide this estimate to you. Please contact us if you have any questions regarding the information provided in this proposal.

Please sign and return the signature page of this proposal to us to authorize GTS, Inc. to begin work at this site.

Sincerely,



Zack McDonald
CMT Manager

David A. Berry, P.E.
Principle Engineer

Copies to:

Addressee

(email)

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2015, is by and between City of Bentonville ("Client") and GTS, Inc. ("Engineer").

THE PROJECT is understood to consist of:

Construction of a new Bentonville Maintenance Facility in Bentonville, Arkansas.

THIS AGREEMENT consists of the appended documents which are incorporated herein by reference:

- GTS Proposal No. 15-CMTP-065 (a/k/a Scope of Services);
- GTS Laboratory and Field Unit Rate Sheets; and
- General Conditions for Construction Materials Testing and Special Inspection Services

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

CLIENT:

ENGINEER:

Signature:		
Print Name:		David A. Berry, P.E.
Title:		President
Company:	City of Bentonville	GTS, Inc
Address:	305 SW "A" Street	1915 N Shiloh Drive, Suite 1
	Bentonville, AR 72712	Fayetteville, Arkansas 72704
Date:		



GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Engineer provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform

recommended additional Services that Client has not authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform all Services set forth in the attached SCOPE OF SERVICES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the FEES SECTION OF THE SCOPE OF SERVICES.

3.4.1. Changes to Rates. Client and Engineer agree that the FEES SECTION OF THE SCOPE OF SERVICES is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended



fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due within 30 days after receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Engineer deems appropriate to the

various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representation. Designate a representative with authority to receive all notices and information pertaining to agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this

Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client in writing of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested

and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of Engineer, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000 whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of Engineer. Except as governed by Arkansas law regarding the immunity of municipalities, Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.



11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided

by either party to any other person or entity without Engineer's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current FEES SECTION OF THE SCOPE OF SERVICES.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER A PROFESSIONAL SERVICES AGREEMENT WITH GTS, INC. FOR MATERIAL TESTING SERVICES FOR THE CONSTRUCTION OF THE CITY MAINTENANCE FACILITY LOCATED ON SW 28TH STREET

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 professional services agreement with GTS, Inc. for material testing services associated with construction of the City Maintenance Facility in an amount not to exceed \$47,200.00 as set forth in the proposal attached hereto as Exhibit "A".

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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with McGoodwin, Williams & Yates, Inc. to perform a comprehensive water system analysis and prepare a water master plan update in the amount not to exceed \$89,600.00 plus reimbursable expenses.

COST TO CITY:

Cost of this Request: \$89,600

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	90,000
Funds Expended to Date		-
Remaining Budget		90,000
Budget Adjustment		-
Remaining After Adjustment	\$	90,000

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: Mike Bender

CC:

Date: November 30, 2015

Re: Contract for Water Master Plan Update – McGoodwin, Williams & Yates, Inc.

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with McGoodwin, Williams & Yates, Inc. for engineering services in the amount not to exceed \$89,600.00, plus reimbursable expenses, to provide a comprehensive Water System Analysis and Updated Water Master Plan. The analysis will provide a look at how our water system currently functions and identify areas that need improvements. Also, following the City General Plan and associated growth projections, the Water Master Plan will provide a guide for needed improvements over the next 20 years. McGoodwin, Williams & Yates prepared the most recent Water Master Plan Study in 2009. This is a budgeted item. Staff intended to start the study earlier this year but delayed it to be more synchronized with the current General Plan update being managed by the Planning Department. See attached agreement for details.

Thank you for your consideration of this item.

AGREEMENT FOR ENGINEERING SERVICES

WATER MASTER PLAN UPDATE BENTONVILLE, ARKANSAS

MWY Project No. B-213

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between the City of Bentonville, Arkansas ("Owner"), and the engineering firm of McGoodwin, Williams and Yates, Inc. of Fayetteville, Arkansas ("Engineer"),

WITNESSETH THAT:

WHEREAS, the Owner owns and operates the water distribution system that serves the residents and commercial users of the system; and

WHEREAS, the Owner desires to update the current Water Master Plan including detailed water transmission and distribution system analyses; and

WHEREAS, the Owner has reviewed the Statements of Qualifications of several engineering firms, and the Engineer has been selected to provide the necessary engineering services for the analyses and master plan update;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Owner and the Engineer, the parties hereto, stipulate and agree that the Owner does hereby employ the Engineer to perform the required engineering services as hereinafter set out and the Engineer agrees to provide said services.

Section 1.0 Scope of the Project

The project shall consist of a master planning study of the water transmission and distribution system of the City of Bentonville. The Master Plan Study will include recommendations for improvements to the water distribution system and will include recommendations for immediate to short-range improvements (generally less than five years) and long-range improvements for the five to 20-year planning horizon.

Section 2.0 Scope of Engineering Services

The Engineer shall provide a suitable engineering staff to conduct the necessary studies and provide and prepare necessary reports, and other services as may be directed by the Owner. The staff shall consist of engineers, engineering technicians, and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. A general description of the services to be provided by the Engineer follows:

2.1 Water Distribution System Analyses and Master Plan Update

A. Determination of design parameters as follows:

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- 1) Review pertinent planning documents, including the City's upcoming Comprehensive Plan to determine population and demographic projections
 - 2) Coordinate with master street planning and land usage/zoning
 - 3) Coordinate with planning and municipal jurisdictions
 - a) Arkansas State Highway and Transportation Department
 - b) Beaver Water District
 - c) Bentonville, Bella Vista Village, and Benton County
- B. Utilization of the city's current hydraulic model of the water system developed in previous studies at the current system configuration. Add existing facilities not currently in the model. Generally, pipes 2 inches and larger will be modeled.
 - C. Conversion the existing AutoCad-based model to the GIS-based InfoWater by MWH Soft, Inc.
 - D. Geocode usage data and assign to nodes. (Geocoding assigns digital data to a location on a digital map based on data fields in the digital data base.)
 - E. Creation of diurnal demand curves.
 - F. Compile existing information on booster pumping facilities and storage reservoirs.
 - G. Compile existing information on Beaver Water District's pumping, production, storage and transmission facilities.
 - H. Evaluation of residential, commercial and industrial demand base.
 - I. Calibration of the hydraulic model.
 - J. Analysis of the water system under existing conditions (average day, maximum day, maximum instantaneous demand, and fire flow conditions). The work includes an update of the water system model utilizing latest data available from the city's records.
 - K. Analysis of the water system under projected conditions of population and water use for the years 2021, 2026 and 2036. McGoodwin, Williams and Yates will use the city's current comprehensive plan for projections of population and land use to locate future system demands.
 - L. Identification of low pressure areas within the system and recommendations on mitigation of low pressure (less than 40 psi) at projected demands.

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- M. Water quality analyses for existing and projected design horizons (chlorine and residence time.)
- N. Identification of improvements required to serve the City of Bentonville, including the planning area jurisdiction. This includes the transmission system necessary to supply Bentonville from Beaver Water District. Master-metered wholesale customers that serve outlying systems will be considered as a point demand.
- O. Sizing and preliminary routing of future distribution and/or transmission lines, generally requiring pipe sizes 12 inches or greater.
- P. Recommendation on future major distribution lines in anticipated growth areas.
- Q. Evaluation of adequacy of total system storage; recommendation on the location of new storage and new booster stations as may be required.
- R. Perform cursory analysis regarding water hammer issues experienced by the city and develop recommendations for any additional analyses (if necessary.)
- S. Coordination with those entities identified in Paragraph 3.3 above concerning projected population and water demand growth. Additionally, information developed by the City of Bentonville regarding major industrial customers will be used in developing future demand.
- T. Develop a data base management system whereby the hydraulic model constructed for the study can continuously be upgraded by city staff in-putting new facilities and demands on a regular basis.
- U. A final report setting forth Engineer's findings, recommendations, and present-day estimates of probable cost for development of the future facilities recommended in the Master Plan Study.
- V. After acceptance of the report by the City of Bentonville, Engineer will submit a copy of the report to the Arkansas Department of Health.
- W. Engineer will submit a copy of the City's Water Service Boundary to the Arkansas Natural Resources Commission (ANRC) for information purposes.
- X. Deliverables or "Delivered Documents" will include five (5) copies of the final report, one (1) copy of the digital water model in InfoWater format, and one (1) electronic copy of the report in .PDF format.

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2.2 Additional Services

- A. Engineer will provide other services not specifically set out under the above scope of work, if required, and as directed by the Owner and mutually agreed to by the Engineer.

Section 3.0 Payment

In consideration of the performance of the foregoing services by the Engineer, the Owner shall pay to the Engineer compensation as follows:

- 3.1 For work set out under Section 2.1, "Water Distribution System Analyses and Master Plan Update", compensation shall be based on actual time required to perform the work by the various classifications of employees at the standard hourly rates in effect at the time the services are performed plus reimbursable expenses.

The estimated amount for the Engineering Services set out under Section 2.1 is \$89,600. It is understood and agreed that compensation will not exceed the above amount without prior written approval from the Owner. If unforeseen circumstances result in a change of work scope, an equitable adjustment shall be made and this Agreement shall be modified in writing.

- 3.2 For engineering services performed under Section 2.2, "Additional Services," compensation shall be paid to the Engineer on the basis of standard hourly rates in effect at the time the work is done, plus reimbursable expenses.
- 3.3 Reimbursable expenses for which the Engineer will be reimbursed shall include work of subconsultants, if required and approved by the Owner, and other expenses directly attributable to the project. The Engineer shall charge the Owner for reimbursable expenses at actual cost plus ten percent (10%).
- 3.4 The schedule of rates in effect for this project for 2015 is included as Attachment A to this Agreement. Rates are adjusted annually at the beginning of each calendar year.
- 3.5 Payment for engineering services under this agreement shall be made within 30 days after claim submittal by the Engineer.

Section 4.0 Owner's Responsibilities

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

- 4.1 Giving thorough consideration to all documents presented by Engineer and informing Engineer of all decisions within a reasonable time so as not to delay the work of Engineer.
- 4.2 Making provision for the employees of Engineer to enter public and private lands as required for Engineer to perform necessary surveys and investigations.
- 4.3 Furnishing Engineer such plans and records of construction and operation of existing facilities (including water usage data), or copies of same, bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
 - Provide a copy of the Comprehensive Plan including the Land Use Plan.
- 4.4 Furnishing to Engineer, without cost, in digital AutoCad file format, the following:
 - A copy of the city's current H2ONET Water Model.
 - Water atlas sheets with contour information in a separate digital file.
 - Information regarding existing system improvements that are not currently incorporated into the existing water model.
- 4.5 Supplying a copy of the ArcView file containing street centerlines with address ranges for the entire city. This data will be used to geocode the location of water usage for proper placement in the model.
- 4.6 Furnish to Engineer a digital file of water billing information (including street address) by customer for calendar years 2009 to the current date.
- 4.7 Furnishing pump data for all pump stations and the current control settings for the operation of these facilities.
- 4.8 Furnishing a paper copy of a map showing all closed valves in the system which delineate the various pressure planes in the water distribution system.
- 4.9 Furnishing the locations of master meters and the usage demands at these locations.
- 4.10 Providing a copy of the capital improvements plan (CIP) so that the CIP projects may be included in the model for analysis.
- 4.11 Providing assistance in pressure testing during the calibration of the hydraulic model.
- 4.12 Provide chlorine residual testing during the calibration of the water distribution system model.

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- 4.13 Giving prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of events which may substantially alter Engineer's performance under this Agreement.

Section 5.0 Standard of Care

Services provided by the Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 6.0 Other Provisions

- 6.1 Ownership of Drawings. The Owner acknowledges the documents prepared by Engineer, including all documents on electronic media ("delivered documents"), as instruments of professional service. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the Owner upon completion of the services and payment in full of all monies due to the Engineer. Except for the Engineer's services provided for by this Agreement as related to the construction and completion of the Project, the Owner accepts full responsibility for any liability and agrees to defend, indemnify and hold harmless the Engineer from all claims, damages, and expenses, including attorneys' fees, and hereby waives any claim against the Engineer arising from any reuse of the delivered documents. This acceptance of responsibility and waiver of liability and indemnification shall not apply in the event the Engineer is retained by Owner to make modifications or otherwise reuse the delivered documents. Except where the Owner reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the Engineer's responsibilities and obligations under this Agreement.
- 6.2 Changes. The Owner may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Engineer's cost or time required to perform any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing. The Engineer must assert any claims for adjustment under this clause in writing within 90 days from the date of receipt by the Engineer of the notification of change unless the Owner grants additional time before the date of final payment.
- No services for which an additional compensation will be charged by the Engineer shall be furnished without the approval of the Owner.
- 6.3 Termination. Either party shall be entitled to terminate this Agreement upon the occurrence of a material breach by the other party of this Agreement. Provided, however, neither party shall be entitled to terminate this Agreement

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under this paragraph unless written notice of material breach has been given to the other party and the party receiving the notice has failed to cure such material breach within fifteen (15) days of the date of receipt of the notice. The Owner shall within 30 calendar days of termination pay the Engineer for the documented amounts for all services rendered and all costs incurred up to the date of termination.

Owner may terminate this Agreement at any time on thirty (30) days prior written notice to Engineer. The Owner shall within 30 calendar days of termination pay the Engineer for the documented amounts for all services rendered and all costs incurred up to the date of termination.

- 6.4 Remedies. Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Owner and the Engineer arising out of or relating to this Agreement or the breach thereof will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.
- 6.5 Insurance. Engineer agrees to maintain standard insurance policies through the life of this Agreement, including Workers' Compensation in accordance with the statutory requirements of the State of Arkansas, comprehensive general liability, automobile liability, and professional liability with a limit of \$2,000,000.
- 6.6 Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the amount of insurance proceeds received by Engineer (See Section 6.5 for maximum coverage amounts.) If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the total compensation received by Engineer under this Agreement or \$ 50,000.00, whichever is higher. This section does not apply to third party claims to which the Engineer is required to indemnify the Owner as described in Section 6.7.
- 6.7 Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers,

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directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

- 6.8 Indemnification by Owner: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or Consultants.

THIS AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns; and neither party shall assign, sublet or transfer his interest in this agreement without the prior written consent of the other party hereto.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed in its behalf by its duly authorized representatives, and the said Engineer by its duly authorized representatives, and the parties hereto have set their hands and seals on the date heretofore set out.

CITY OF BENTONVILLE, ARKANSAS

Attest:

Bob McCaslin, Mayor

Linda Spence, City Clerk

McGOODWIN, WILLIAMS AND YATES, INC.

Attest:

Brad B. Hammond, P. E., President

M. Lane Crider, P.E., Vice President

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**ATTACHMENT A
TO AGREEMENT FOR ENGINEERING SERVICES**

SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2015

<u>Classification</u>	<u>Hourly Rate</u>
Engineer 7	\$223.00
Engineer 6	179.00
Engineer 5	169.00
Engineer 4	126.00
Engineer 3	117.00
Engineer 2	101.00
Engineer 1	87.00
Architect 3	\$ 133.00
Architect 2	95.00
Architect 1	86.00
Technician 6	\$ 114.00
Technician 5	106.00
Technician 4	86.00
Technician 3	76.00
Technician 2	62.00
Technician 1	49.00
Admin 6	\$ 95.00
Admin 5	87.50
Admin 4	79.00
Admin 3	70.00
Admin 2	52.00
Admin 1	38.00
GPS Surveying Equipment (when utilized)	\$ 76.00

Hourly rate schedules will be adjusted annually each January 1.

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
Fayetteville, Arkansas

January 1, 2015

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT
WITH McGOODWIN, WILLIAMS & YATES, INC.
FOR ENGINEERING SERVICES ASSOCIATED
WITH A COMPREHENSIVE WATER SYSTEM
ANALYSIS AND MASTER PLAN UPDATE STUDY**

**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 an Agreement with McGoodwin, Williams & Yates, Inc. for engineering services associated with a comprehensive water system analysis and master plan update study in an amount of \$89,600.00, plus reimbursable expenses, as set forth in the agreement attached hereto as Exhibit "A".

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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by: Mike Churchwell

Department: Transportation

Phone: 271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to enter into a right-of-way, utility easement, and temporary construction easement agreement for acquisition of City right-of-way (including improvements) and utility easement on SW 8th and SW "A" Street for the 8th Street Improvements project. The offer includes \$399,200 for right-of-way and improvements (Armory Warehouse), \$9,000 for utility easement, and \$6,150 for temporary construction easement for a total sum of acquisition of \$414,350. Attached is a memo, contract to sell, utility easement, temporary construction easement, exhibit, mortgage authorization form, offer letter and summary, appraisal summary report, and W-9.

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	\$ -

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: November 25, 2015

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: ROW, Utility Esmt, Temp Const Esmt Acquisition-Armory-8th St. Project

This item is for the acquisition of right-of-way including the warehouse building, utility easement, and temporary construction easement on the Armory property along SW 8th St. and SW "A" St. for the widening and improvements of 8th Street. The improvements part of the acquisition is just for the warehouse building and not what is now the Special Services building which houses the Bentonville PD Bomb Squad. The warehouse building will have to be removed for the project but the Special Services building will be able to remain.

JOB NAME SW "I" – Moberly Lane
(8th Street Widening)(Bentonville)(S)

JOB 090377
TRACT 26

CONTRACT TO SELL
REAL ESTATE FOR STREET IMPROVEMENT PURPOSES

Grantor: The City of Bentonville, Arkansas, a municipal corporation
Address: 117 West Central, Bentonville, AR 72712
Property Address: South side SW 8th Street between SW "A" & S. Main,
Bentonville, AR 72712

Grantee: THE CITY OF BENTONVILLE, ARKANSAS

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the City of Bentonville upon the terms and conditions hereinafter stated, to the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Benton, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the NE1/4 SE1/4, Section 31, Township 20 North, Range 30 West, Benton County, Arkansas, described as follows:

Commencing at the northwest corner of the NE1/4 SE1/4, as determined by a parcel survey for AHTD Job No. 090218, dated 4-21-2011; thence S.87°50'04"E., a distance of 25.72 feet to the POINT OF BEGINNING; thence S.87°50'04"E., a distance of 323.30 feet along and with the south right-of-way of SW 8th Street to the west right-of-way of S Main Street; thence along and with said west right-of-way S.02°16'38"W., a distance of 113.17 feet; thence leaving said west right-of-way N.38°39'41"W., a distance of 61.16 feet; thence N.87°27'02"W., a distance of 152.70 feet to a point of curve to the left having a radius of 554.00 feet and a central angle of 09°46'00"; thence westerly along the arc a distance of 94.44 feet, a chord direction of S.87°39'58"W. and a chord distance of 94.32 feet; thence S.82°46'58"W., a distance of 4.46 feet; thence S.37°51'10"W., a distance of 55.51 feet to the east right-of-way of SW A Street; thence along and with said east right-of-way N.02°22'05"E., a distance of 119.08 feet to the POINT OF BEGINNING, containing 23,589 square feet or 0.54 acres, more or less, being part of tract C-026, as shown on the above referenced survey.

PAYMENT DUE-----\$399,200.00

(Appraised value offered by the City of Bentonville for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

The City of Bentonville shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said City of Bentonville shall declare its intention to exercise this "Contract to Sell" including the right to purchase said land, the Grantor(s) will execute and sign a General Warranty Deed when presented by the City of Bentonville and receive payment of the stated "Payment Due" from the said City of Bentonville, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said City of Bentonville, shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the City of Bentonville, Arkansas.

Grantor(s) further agree(s) neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

The City of Bentonville, Arkansas is hereby authorized and directed to make payment of the purchase funds for the conveyance to The City of Bentonville, Arkansas.

Dated this _____ day of _____, 20____

CITY OF BENTONVILLE, ARKANSAS,
a municipal corporation

By: _____
Mayor Bob McCaslin

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
COUNTY OF BENTON)

In said County and State, on this day, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Bob McCaslin** to me personally known or satisfactorily proven, who being by me duly sworn did say that he is **Mayor** of **The City of Bentonville, Arkansas, a municipal corporation**, and that he was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

Job 090377
Tract No. 26

UTILITY EASEMENT

That for and in consideration of Nine Thousand and no/100 Dollars (\$9,000.00) and other good and valuable consideration to the undersigned, **The City of Bentonville, Arkansas, a municipal corporation**, Grantor, cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto **The City of Bentonville, Arkansas, a municipal corporation**, Grantee, their successors and assigns, and franchise utilities, a permanent easement to lay, construct, remove, reconstruct, enlarge, maintain, inspect, repair and operate utility lines, including electric, water, sewer, gas, cable, drainage and other utilities, and appurtenances thereto, with right of way of ingress and egress to and from the same, on, over, and under the following described real estate to-wit:

PROPERTY LEGAL DESCRIPTION:

Part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 20 North of Range 30 West, beginning at a stone set for the Northwest corner of said Northeast Quarter of the Southeast Quarter, being the same point as the Northwest corner of "Outlot" No. 35 of said Northeast Quarter of the Southeast Quarter and also being the same point as the Northwest corner of Block 4 in Smartt's Addition to the Town now City of Bentonville, Arkansas and running thence East 327.5 feet, more or less, to a point directly South of the East side of Block 3 in Smartt's Addition to the Town now City of Bentonville, Arkansas, which is also the West side of South Main Street, of said City, thence South 163 feet, thence West 327.5 feet, more or less, to a point directly South of the place of beginning, thence North 163 feet to the place of beginning.

As described in Book 2009 Page 54508 of the Circuit Clerk Deed Records, Benton County, Arkansas.

PERMANENT EASEMENT DESCRIPTION:

Part of the NE1/4 SE1/4, Section 31, Township 20 North, Range 30 West, Benton County, Arkansas, described as follows: Commencing at the northwest corner of the NE1/4 SE1/4, as determined by a parcel survey for AHTD Job No.

090218, dated 4-21-2011; thence S.87°50'04"E., a distance of 25.72 feet; thence S.87°50'04"E., a distance of 323.30 feet along and with the south right-of-way of SW 8th Street to the west right-of-way of S Main Street; thence along and with said west right-of-way S.02°16'38"W., a distance of 113.17 feet; thence leaving said west right-of-way N.38°39'41"W., a distance of 41.22 feet to the POINT OF BEGINNING; thence N.87°27'02"W., a distance of 46.09 feet; thence N.02°32'58"E., a distance of 15.00 feet; thence S.87°27'02"E., a distance of 32.95 feet; thence S.38°39'41"E., a distance of 19.94 feet to the POINT OF BEGINNING, containing 593 square feet or 0.01 acres, more or less, being part of tract C-026, as shown on the above referenced survey.

AND ALSO:

Part of the NE1/4 SE1/4, Section 31, Township 20 North, Range 30 West, Benton County, Arkansas, described as follows: Commencing at the northwest corner of the NE1/4 SE1/4, as determined by a parcel survey for AHTD Job No. 090218, dated 4-21-2011; thence S.87°50'04"E., a distance of 25.72 feet; thence S.02°22'05"W., a distance of 119.08 feet to the POINT OF BEGINNING; thence N.37°51'10"E., a distance of 55.51 feet; thence N.82°46'58"E., a distance of 4.46 feet to a point of curve to the right having a radius of 554.00 feet, a central angle of 00°15'28", a chord direction of N.82°54'42"E., and chord distance of 2.49 feet; thence easterly along the arc a distance of 2.49 feet; thence S.02°32'54"W., a distance of 40.82 feet; thence S.82°46'58"W., a distance of 1.74 feet to a point of curve to the right having a radius of 686.24 feet, a central angle of 03°08'26", a chord direction of S.84°21'11"W., and chord distance of 37.61 feet; thence westerly along the arc a distance of 37.62 feet to the POINT OF BEGINNING, containing 938 square feet or 0.02 acres, more or less, being part of tract C-026, as shown on the above referenced survey.

Grantees shall have and are hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities lines and appurtenances as may be required in the future, and maintaining, and removing said lines and appurtenances. Grantees shall have and are hereby granted the further right at all time to remove from lands all crops, vegetation, undergrowth, trees and parts thereof, or other obstructions, which in the opinion of the Grantees, restrict access, constitutes a hazard, or endangers the safety and/or for the purpose of installing additional facilities.

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvements (other than fences, driveways, and paved parking areas) within the above described easements, and no trees shall be planted by Grantor or his successors on said easement. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, or structures which may be removed or disturbed within this permanent easement by virtue of Grantees' exercise of the rights under this agreement, unless agreed upon in writing among the Grantor and Grantee.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, fences, lawn or pastures that result from the exercise of rights and privileges contained within the easement and right of way described herein. Said damages to driveways, sidewalks, parking areas, fences, lawn or pastures shall be restored by Grantees as close as is reasonable to the original condition.

It is further understood that Grantees' easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way without the express written permission of Grantees.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantees, its successors and assigns, forever or until said easement is finally abandoned.

Grantors also agree to forever warrant and defend the above described easement unto said Grantees against all legal claims.

This instrument is subject to an unrecorded document entitled "SPECIAL CONSIDERATIONS", the terms of which are incorporated herein word for word and figure for figure.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set this _____ day of _____, 2015.

CITY OF BENTONVILLE, ARKANSAS,
a municipal corporation

By: _____
Mayor Bob McCaslin

ACKNOWLEDGEMENT

**STATE OF ARKANSAS)
COUNTY OF BENTON)**

In said County and State, on this day, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Bob McCaslin** to me personally known or satisfactorily proven, who being by me duly sworn did say that he is **Mayor of The City of Bentonville, Arkansas, a municipal corporation**, and that he was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

Job 090377
Tract No. 26

TEMPORARY CONSTRUCTION EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the **City Of Bentonville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, for and in consideration of the sum of Six Thousand One Hundred Fifty and no/100 Dollars (\$6,150.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY unto the **City of Bentonville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, a temporary construction easement, for the construction of the 8th Street road improvements project, on the following described land situated in the County of Benton, State of Arkansas, to-wit:

PROPERTY LEGAL DESCRIPTION:

Part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 20 North of Range 30 West, beginning at a stone set for the Northwest corner of said Northeast Quarter of the Southeast Quarter, being the same point as the Northwest corner of "Outlot" No. 35 of said Northeast Quarter of the Southeast Quarter and also being the same point as the Northwest corner of Block 4 in Smartt's Addition to the Town now City of Bentonville, Arkansas and running thence East 327.5 feet, more or less, to a point directly South of the East side of Block 3 in Smartt's Addition to the Town now City of Bentonville, Arkansas, which is also the West side of South Main Street, of said City, thence South 163 feet, thence West 327.5 feet, more or less, to a point directly South of the place of beginning, thence North 163 feet to the place of beginning.

As described in Book 2009 Page 54508 of the Circuit Clerk Deed Records, Benton County, Arkansas.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

Part of the NE1/4 SE1/4, Section 31, Township 20 North, Range 30 West, Benton County, Arkansas, described as follows: Commencing at the northwest corner of the NE1/4 SE1/4, as determined by a parcel survey for AHTD Job No. 090218, dated 4-21-2011; thence S.87°50'04"E., a distance of 25.72 feet; thence S.87°50'04"E., a distance of 323.30 feet along and with the south right-of-way of SW 8th Street to the west right-of-

way of S Main Street; thence along and with said west right-of-way S.02°16'38"W., a distance of 113.17 feet; thence leaving said west right-of-way N.38°39'41"W., a distance of 21.28 feet to the POINT OF BEGINNING; thence N.87°27'02"W., a distance of 119.89 feet; thence N.02°32'58"E., a distance of 30.00 feet; thence S.87°27'02"E., a distance of 60.67 feet; thence S.02°32'58"W., a distance of 15.00 feet; thence S.87°27'02"E., a distance of 46.09 feet; thence S.38°39'41"E., a distance of 19.94 feet to the POINT OF BEGINNING, containing 2,610 square feet or 0.06 acres, more or less, being part of tract C-026, as shown on the above referenced survey.

The temporary construction easement as conditioned above shall terminate when the herein referenced project has been completed by the contractor and accepted by the City of Bentonville, Arkansas.

It is expressly understood that the above temporary construction shall exclude any permanent structure presently located within said temporary construction easement area.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, fences, lawn or pastures that result from the exercise of rights and privileges contained within the temporary construction easement described herein. Said damages to driveways, sidewalks, parking areas, fences, lawn or pastures shall be restored by Grantees as close as is reasonable to the original condition.

WITNESS the execution hereof on this the ____ day of _____ 2015.

CITY OF BENTONVILLE, ARKANSAS,
a municipal corporation

By: _____
Mayor Bob McCaslin

ACKNOWLEDGEMENT

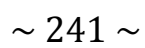
STATE OF ARKANSAS)
COUNTY OF BENTON)

In said County and State, on this day, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Bob McCaslin** to me personally known or satisfactorily proven, who being by me duly sworn did say that he is **Mayor** of **The City of Bentonville, Arkansas, a municipal corporation**, and that he was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____



MORTGAGE AUTHORIZATION

Form must be filled out completely, signed and submitted to the City of Bentonville's land acquisition consultant immediately following first contact.

Job #: 090377	Tract#: 26
Property Owner:	City of Bentonville, Arkansas
Address:	117 West Central Avenue, Bentonville, AR
Property Address:	S side SW 8 th , between SW "A" & South Main
Telephone #:	
Social Security #/Federal I.D.#:	XX-XXX

Mortgage Company:	
Address:	
Telephone #:	
Loan #:	
Contact Person:	

Due to the construction of the above-mentioned project, we are acquiring property from your mortgagor/property owner. It will be necessary to obtain a Partial Release from your company. The mortgagor/property owner is aware that some or all the proceeds from this transaction may be required to be applied to the principal balance of the mortgage. The mortgagor/property owner is also aware that we will be negotiating only with the mortgagor and that any checks for funds conveyed will be made to the property owner.

If no mortgage exists, write "NONE."

This form must be completed and signed by the property owner, whether a mortgage exists or not.

By our signatures we are authorizing the City of Bentonville, AR or its land acquisition consultant or title company contractor to enter into the process necessary to obtain a Partial or Full Release.

City of Bentonville, Arkansas

Property Owner's/Mortgagor's Signature: _____ Date: _____
Must sign even if you do not have a Mortgage Mayor Bob McCaslin



City Attorney
7/28/15

Date 7-28-15

Mayor, Bob McCaslin
City of Bentonville, Arkansas
117 West Central Avenue
Bentonville, AR 72712

Re: Job 090377
8th Street Widening
Benton County
Tracts: 26, 26E1, 26E2, 26E3

Dear Mr. McCaslin:

An acquisition agent with Universal Field Services, Inc., as a representative for the City Bentonville has presented to you a Contract to Sell offering to purchase the fee simple title to a portion of your property needed for street widening purposes located on the South side of 8th Street between SW "A" and South Main (Armory). A description of the property needed is attached. The agent will contact you within 10 business days for your response that should include all issues or concerns you may have regarding the offer. It is anticipated that negotiations should be concluded within 30 calendar days from the date of the initial contact.

The following buildings, structures, and other improvements, including fixtures located upon the lands needed are as follows: commercial warehouse building and asphalt paving.

The offer of \$414,350.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: \$399,200, as just compensation for the realty and improvements to be acquired, \$9,000 for Utility Easements and \$6,150 for Temporary Construction Easement to remove building.

Should you elect to accept this offer, the City will determine if you can convey a merchantable title, and if so, a property deed conveying the land to the City of Bentonville, Arkansas will be prepared and you will be paid the amount contained in the written offer.

117 W. CENTRAL AVE. • BENTONVILLE, AR 72712 • (479) 271-3112
• www.bentonvillear.com •

City of Bentonville, Arkansas
Job 090377, Tracts 26, 26E1, 26E2, 26E3
Page 2

If you make a final rejection of this offer, and if the City of Bentonville, Arkansas elects to do so, a condemnation suit will be filed and the amount that the City of Bentonville, Arkansas has determined to be estimated just compensation for your property will be deposited into the Registry of the Circuit Court of the County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as estimated just compensation, then you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Sincerely,



Mike Churchwell
Transportation Engineer

MC:lp

Enclosures: Contract to Sell Tract 26
Utility Easement
Temporary Construction Easement
W-9
Mortgage Authorization
Site Sketch

INTEROFFICE MEMORANDUM

DATE: July 24, 2015

TO: File

FROM: Linda Kitchen Peck, Project Manager, Universal Field Services, Inc.

SUBJECT: SUPPLEMENT
Job 090377, 8th Street Improvements, SW "I" to SE "J", Benton County
Tract 26 – City of Bentonville

The original offer of \$408,200 was based on the following from the appraisal:

Before:		
Land: 52,719sf @ \$11.75(rounded)	\$619,500.00	
Improvements Within Acquisition:	<u>\$122,000.00</u>	
Total		\$741,500.00
After:		
Land: 29,130sf @ \$11.44(rounded)	\$333,300.00	
Improvements:	<u>0</u>	
Total		<u>\$333,300.00</u>
FAIR MARKET VALUE OF ACQUISITION		\$408,200.00

ALLOCATION OF COMPENSATION

Land: 23,589sf @ \$11.75	\$277,200
Permanent Esmt: 1,531sf @ \$5.90 (rounded)	\$ 9,000
Temporary Easement:	0
Improvements in Acquisition:	\$122,000
Damage to Remainder Land:	0
Cost to cure Items	<u>\$ 0</u>
Total	\$408,200

A portion of one of the buildings is outside the Utility Easement, therefore, we needed to add a Temporary Construction Easement to facilitate removal of the building. The TCE contains 2,610 square feet and based on the appraisal above, the revised just compensation is as follows:

Land: 23,589sf @ \$11.75	\$277,200
Permanent Esmt: 1,531sf x \$11.75/sf x 50% = (\$8,994.63)	\$ 9,000 (rnd)
Temporary Esmt: 2,610sf x \$11.75/sf x 10% x 2 yrs = (\$6,133.50)	\$ 6,150 (rnd)
Improvements in Acquisition:	\$122,000
Damage to Remainder Land:	0
Cost to cure Items	<u>\$ 0</u>
Total	\$414,350

RECOMMENDED:

Linda Kitchen Peck
Project Manager
Universal Field Services, Inc.

APPROVED:


Mike Churchwell
Transportation Engineer
City of Bentonville, AR

Date

APPRAISAL REPORT

Job: 090377 County: Benton Tract: 26, 26E1, 26E2
Location: SEC of SW "A" Street & SW 8th Street / SWC of S. Main Street & SW 8th Street,
Bentonville, AR

Fee Owner(S): City of Bentonville, AR
Address: 117 W. Central Avenue, Bentonville, AR 72712-5256
Phone: (479) 271-5968

Tenant(S): None
Address:
Phone:

Area Of Whole:	52,719 +/- sq. ft.	Permanent Easement(s): 26E1	593 +/- sq. ft.
		26E2	938 +/- sq. ft.
Area Of Remainder:	29,130 +/- sq. ft.	Temporary Easement(s):	None
Area Of Acquisition:	23,589 +/- sq. ft.		

(Legal Description Attached)

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY

Before

Land: 52,719 +/- SF @ \$11.75 (Rounded)	\$	619,500
Improvements Within Acquisition:	\$	122,000
Total:	\$	741,500

After

Land: 29,130 +/- SF @ \$11.44 (Rounded)	\$	333,300
Improvements:	\$	0
Total:	\$	333,300

FAIR MARKET VALUE OF ACQUISITION:	\$	408,200
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Temporary Construction Easement:	\$	0
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Total Compensation as of : June 1, 2015	\$	408,200
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ALLOCATION OF COMPENSATION

Land: 23,589 SF @ \$11.75 (Rounded)	\$	277,200
Permanent Easement: 1,531 SF @ \$5.90 (Rounded)	\$	9,000
Temporary Easement:	\$	0
Improvements in Acquisition:	\$	122,000
Damage to Remainder Land:	\$	0

Cost to Cure Items:	\$	0
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Total Compensation:	\$	408,200
---------------------	----	---------

Stuart Sanders, CG1738
Parrish Appraisals, Inc.
Date of Report: June 8, 2015



**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) City of Bentonville, Arkansas	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☒ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 117 West Central Avenue City, state, and ZIP code Bentonville, AR 72712 List account number(s) here (optional) 090377 Tract 26	
Requester's name and address (optional) City of Bentonville, Arkansas 117 West Central Avenue Bentonville, Arkansas 72712		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner ⁴
	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO EXECUTE RIGHT OF WAY AND EASEMENT
DOCUMENTS FOR THE 8TH STREET IMPROVEMENT
PROJECT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to execute Right
of Way and Easement documents related to the 8TH Street Project, as set forth in the documents
attached hereto.

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 _____, 2015.

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:

December 8, 2015

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with the Arkansas Highway and Transportation Department for the design and construction of a Single Point Urban Interchange at the Hwy 71B (Walton Blvd) and I-49 Interchange, in the amount of \$1.5 Million and the assuming ownership of existing Hwy 71B between Hwy 12 and Interstate 49 upon completion of AHTD project BB0903.

COST TO CITY:

Cost of this Request: \$1,500,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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: November 24, 2015

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: 71B/I-49 Interchange Agreement with AHTD

On August 26, 2015, Mayor McCaslin, Mayor Hines and members of their staffs met with Scott Bennet, AHTD Director, and Dick Trammel, AHTD Commissioner, expressing mutual concerns about the planned AHTD design configuration for improvements to the I-49/Hwy 71B (Walton Blvd) interchange. The discussion mainly centered on what both cities felt was going to be a significant negative economic impact if the proposed Double Diverging Diamond (DDD) was what was going to be constructed. The attached letter from the City Of Bentonville to AHTD dated May 11, 2015 will give you a brief history of the background of this discussion. Also attached is a bullet point list of concerns shared with us by the City of Bentonville Fire and Police Departments relative to the construction of a DDD that was also shared with AHTD. The AHTD indicated that the original concept of a Single Point Urban Interchange (SPUI) that had been shared with Bentonville a few years ago was no longer being considered because of an estimated cost \$6 million over the cost of a DDD. The SPUI would provide a signalized intersection at Hwy 71B and Moberly Lane. A DDD would totally cut off any left turn movements from side streets or business's from I-49 to almost Medical Center Parkway. A result of our meeting on August 26th is the letter from AHTD dated November 5th to both Mayors. In that meeting both cities agreed to this proposal pending approval from both City Councils. This proposal will also be going before the Rogers City Council for approval on December 8th with the agreement being contingent of both Councils approval.

Attached you will find the proposal letter from AHTD, resolution, AHTD acknowledgement of receipt of City Of Bentonville letter, City Of Bentonville letter to AHTD, bullet points from Bentonville Fire and Police Departments, concept exhibit of a Single Point Urban Interchange (SPUI), concept exhibit of a Double Diverging Diamond (DDD), and exhibit of the portion of Hwy 71B that would be de-mapped in Bentonville and Rogers as a result of this agreement.



May 11, 2015

Scott Bennett, Director
Arkansas Highway and Transportation Department
P.O. Box 2261
Little Rock, AR 72203-2261

Re: Hwy 71B (Walton Blvd.) and Moberly Lane Intersection Design

Dear Mr. Bennett,

As you will recall we have had several conversations over the past several years regarding the City Of Bentonville's concerns about the new interchange design at I-49 and Hwy 71B, relative to the intersection of Hwy 71B and Moberly Lane. If you recall, currently Moberly Lane is relatively close to the interchange and is not signalized. The City has 'no left turn' posted but we still get a significant amount of left turns onto 71B and as a result several accidents occur there. In our previous discussions you had indicated that when the redesign of the interchange is complete, the intersection would be considered for signalization. Approximately two years ago we were presented with a concept plan for the interchange redesign that indicated a Single Point Urban Interchange was being considered and a byproduct of that design allowed for Hwy 71B and Moberly to be signalized. Last week two AHTD staff members came to visit with our utility staff. The information they brought indicated the new interchange is a Double Diverging Diamond (DDD) that is 15% along in design and scheduled for bid in May 2016. That design not only does not allow for a signalized left turn from Moberly, but mandates right turn only at that intersection.

Moberly Lane is a main connector road between Hwy 71B and Hwy 102 and provides access to I-49 at both interchanges without any other reasonable alternatives, running parallel to I-49 and carries a significant traffic count. Over the last 7 to 8 years commercial growth along Moberly has exploded. Below is a partial listing of major destinations along that corridor:

- 13 new car dealerships
- Sam's Club Home Office (a 400,000 sf building where approximately 2000+ people are employed)
- The Links Apartment Complexes (384 individual apartments)
- Several public city streets from subdivisions that access Moberly Lane
- Several other restaurants and commercial office buildings

117 W. CENTRAL AVE. • BENTONVILLE, AR 72712 • (479) 271-3112
• www.bentonvillear.com •

I would request that before AHTD gets too much farther along with the design of the Double Divergent Diamond interchange that you would entertain you and/or your staff visit with myself and staff to see if there could be any modifications to that design that could address our concerns with that intersection. As always we appreciate the excellent working relationship we have with the AHTD which is evident in the successful projects we have partnered in over the last several years. I have included the exhibit of the SPUI from a couple of years ago as well as the exhibit provided last week of the DDD.

I look forward to hearing from you. You may contact me at 479-271-5966 or Mike Churchwell at 479-271-6840.

Sincerely,



Bob McCaslin, Mayor
City Of Bentonville

Attachments

Cc: Steve Lawrence, District 9 Engineer
Mike Churchwell, Transportation Engineer, City Of Bentonville ✓

The following items would present problems for Bentonville Fire Department fire and ambulance response:

- Fire stations are strategically located so that a quick response can be made to all areas served. Station 2 on Moberly is primary response for this area. The businesses along the south side of Walton west of the interchange are not accessible from Moberly. The responding apparatus would be required to, instead of responding directly to the incident, go west on 28th, then south on Medical Center Parkway to be able to go east again to access the south side of Walton. This would result in over a half mile detour to reach these areas, in heavy traffic .
- EMS responses to either side of Walton are an issue for transports, in that patients from the south side of Walton wishing to go to Northwest Medical Center would have to be transported into Rogers to the first light and then turn around and go back west. The same thing would happen for patients on the north side of Walton wishing to go to Mercy. It would require driving west to the first light and then making a U-turn to go back east.
- An example of delayed response might be - In those instances in which an accident is called in "In front of Chipolte Grill" would merit a detoured response as mentioned above. If the accident is actually in front of Cracker Barrel because of mixed information regarding lanes – which occurs frequently - one must go into Rogers and turn around to get back to Cracker Barrel.
- Station 2 utilizes a ladder truck, which is 35 feet long. It is extremely difficult to maneuver in U-turn situations mentioned above. They respond on, say, car fires, in which lane orientation is easy to confuse by onlookers. They must make the same changes in their route but with a 35 foot long vehicle.

ARKANSAS STATE HIGHWAY COMMISSION



DICK TRAMMEL
CHAIRMAN
ROGERS

THOMAS B. SCHUECK
VICE CHAIRMAN
LITTLE ROCK

ROBERT S. MOORE, JR.
ARKANSAS CITY

P.O. Box 2261
LITTLE ROCK, ARKANSAS 72203-2261
PHONE (501) 569-2000 • VOICE/TTY 711 • FAX (501) 569-2400
WWW.ARKANSASHIGHWAYS.COM • WWW.IDRIVEARKANSAS.COM

FRANK D. SCOTT, JR.
LITTLE ROCK

DALTON A. FARMER, JR.
JONESBORO

SCOTT E. BENNETT, P.E.
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

June 15, 2015

The Honorable Bob McCaslin
Mayor of Bentonville
117 W. Central Avenue
Bentonville, AR 72712

Bob
Dear Mayor McCaslin:

This is to acknowledge receipt of your recent correspondence regarding the Interstate 49 and Highway 71B interchange improvement project in Bentonville.

I have asked the Department's Assistant Chief Engineer for Design, Mike Fugett, to investigate your request to signalize Highway 71B at Moberly Lane. He will contact you in the near future to discuss possible options to address your concerns.

Thank you for your interest in Arkansas' transportation system.

Sincerely,



Scott E. Bennett, P.E.
Director of Highways
and Transportation

c: Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineers
Environmental
Right-of-Way
Roadway Design
District 9
Job BB0903 "B" File
Mike Churchwell, Transportation Engineer – City of Bentonville

ARKANSAS STATE HIGHWAY COMMISSION



DICK TRAMMEL
CHAIRMAN
ROGERS

THOMAS B. SCHUECK
VICE CHAIRMAN
LITTLE ROCK

ROBERT S. MOORE, JR.
ARKANSAS CITY

FRANK D. SCOTT, JR.
LITTLE ROCK

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November 25, 2015

The Honorable Bob McCaslin
Mayor of Bentonville
117 West Central Avenue
Bentonville, Arkansas 72712

The Honorable Greg Hines
Mayor of Rogers
301 West Chestnut Street
Rogers, Arkansas 72756

Dear Gentlemen:

Reference is made to our agreement to accommodate your request to modify the design of the Interstate 49 / Highway 71B Interchange to include a Single Point Urban Interchange in place of the original design that included a Diverging Diamond Interchange. As you are aware, modifying the design will increase the project cost by \$6 million.

In order to proceed with this design change, your respective City Councils must adopt a resolution (sample enclosed) agreeing to the following:

- Each City will contribute \$1.5 million for a total of \$3 million to supplement the increase in the project's cost.
- The Department will take all necessary steps to assist in the removal of existing Highway 71B between Interstate 49 and Highway 94 (North 8th Street) from the National Highway System upon substantial completion of Jobs BB0903 and 090338.
- The Cities will assume ownership of existing Highway 71B as illustrated in Exhibit "A" and described as follows:
 - Bentonville will assume ownership of existing Highway 71B (Southeast Walton Boulevard) between Highway 12 (South Walton Boulevard) and Interstate 49.
 - Rogers will assume ownership of existing Highway 71B (West Walnut Street) between Interstate 49 and Highway 94 (North 8th Street).
- The Department will be responsible for all land acquisition associated with Job 090338 and will transfer any necessary easements to the City upon substantial completion of Jobs BB0903 and 090338.

ARKANSAS STATE HIGHWAY COMMISSION
Little Rock, Arkansas

The Honorable Bob McCaslin
The Honorable Greg Hines
November 25, 2015

Page Two

- The transfer of ownership will occur upon completion of the following two projects:
 - Job BB0903 - Improving the Interstate 49 and Highway 71B Interchange in Bentonville and Rogers (the subject project).
 - Job 090338 - Widening Highway 71B from Dixieland Road to 8th Street in Rogers.

Upon receipt of the original signed and sealed resolutions, the Department will move forward with this design change.

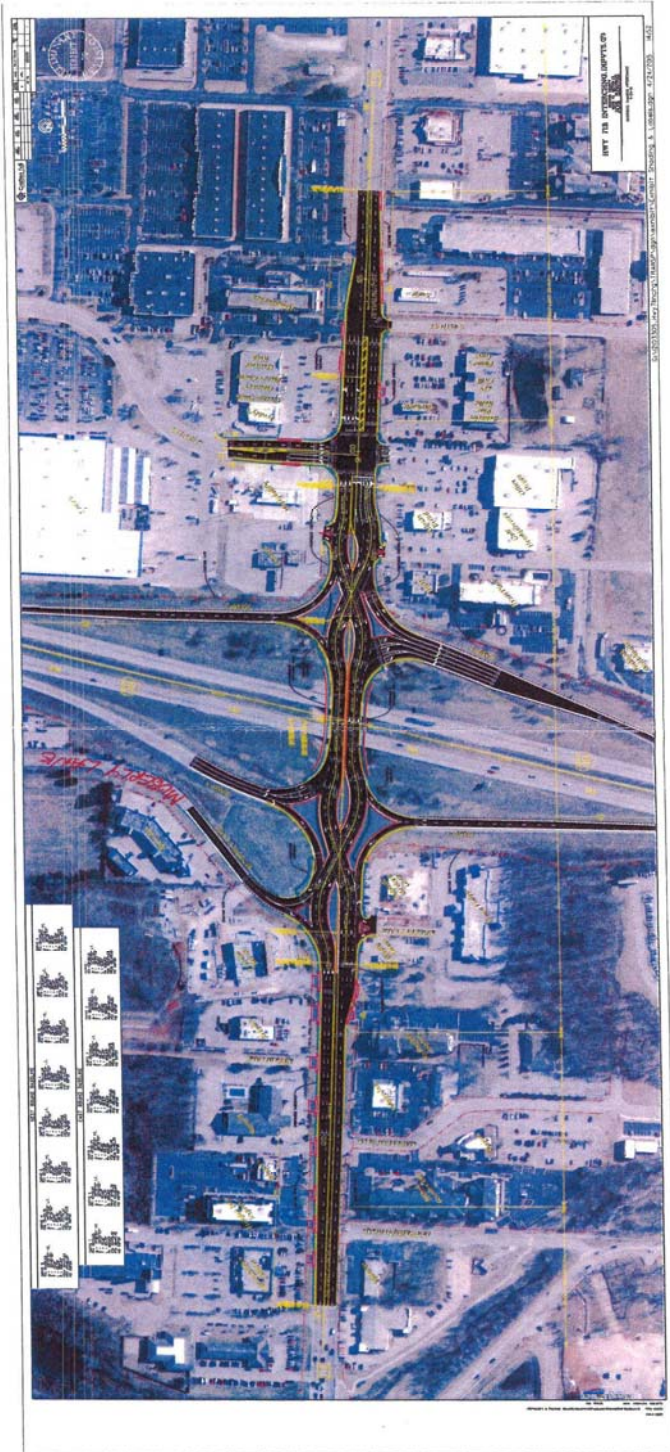
We look forward to working with the Cities on this important project. Please let me know if you have any questions or need additional information.

Sincerely,


for Scott E. Bennett, P.E.
Director of Highways
and Transportation

Enclosures

c: Highway Commission
Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineers
Program Management
Transportation Planning and Policy
District 9
Job BB0903 "B" File
Job 090338 "B" File



Double Diverging Diamond

CHANGES TO THE STATE HIGHWAY SYSTEM
VICINITY OF BENTONVILLE AND ROGERS
BENTON COUNTY

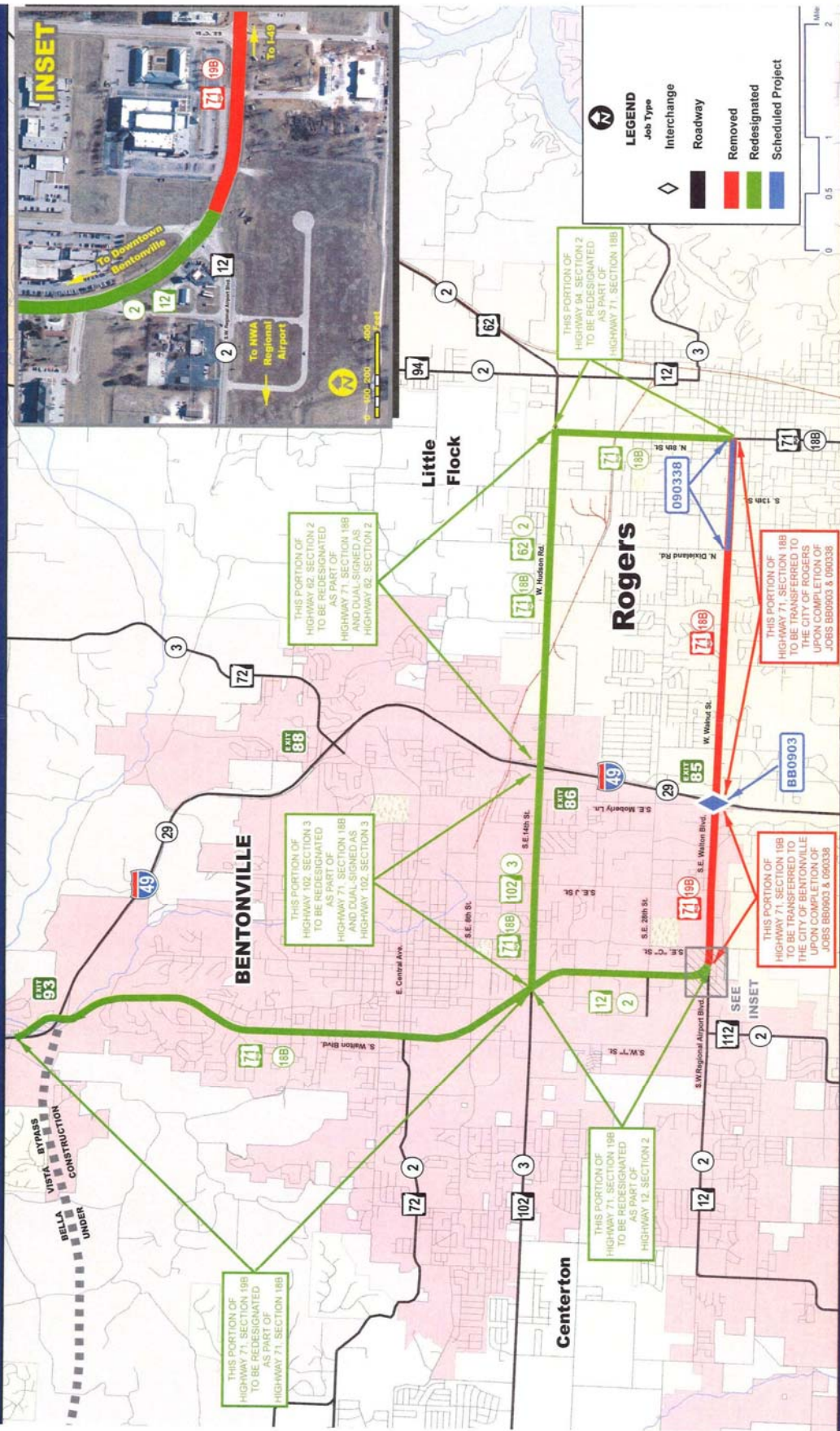


EXHIBIT "A"

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE
TO PARTNER WITH THE ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT ON THE FOLLOWING PROJECT:**

Job BB0903, Hwy. 71B Intchng. Impvts. (F)

WHEREAS, the City of Bentonville (City) and the Arkansas State Highway and Transportation Department have identified the need to improve the interstate 49 and Highway 71B interchange; and

WHEREAS, the City hereby agrees to contribute \$1,500,000 of project costs; and

WHEREAS, THE Department will be responsible for all land acquisition associated with Job 090338 and will transfer any necessary easements to the City upon substantial completion of Jobs BB0903 and 090338; and

WHEREAS, the Department will take all necessary steps to assist in the removal of existing Highway 71B between Highway 12 (South Walton Boulevard) and Interstate 49 from the National Highway System upon substantial completion of Jobs BB0903 and 090338; and

WHEREAS, the City will assume ownership of existing Highway 71B (Southeast Walton Boulevard) between Highway 12 (South Walton Boulevard) and Interstate 49 upon substantial completion of the construction of Jobs BB0903 and 090338 as illustrated in Exhibit "A".

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

SECTION I: The City will participate in accordance with its designated responsibilities as described above.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION III: The City pledges its full support and hereby requests that the Arkansas State Highway and Transportation Department initiate action to implement this project.

THIS RESOLUTION adopted this ____ day of _____, 2015.

Bob McCaslin, Mayor

ATTEST: _____
(SEAL) Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution authorizing the Mayor and City Clerk to enter into a contract with CP&Y for the design, preparation of construction documents and construction phase services. The contract is an "hourly not to exceed" of up to \$478,800.00

COST TO CITY:

Cost of this Request: \$478,800

Additional Budget Amount \$478,800

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	200,537
Funds Expended to Date		130,053
Remaining Budget		70,484
Budget Adjustment		478,800
Remaining After Adjustment	\$	549,284

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





DESIGNING THE FUTURE

Memorandum

To: Mayor and City Council
From: Ben Peters, City Engineer
Date: 11/30/2015
Re: Lake Bella Vista Dam Design Contract

In 2008 Lake Bella Vista Dam was overtopped in a large storm event. The earthen portion of the dam was partially eroded. The stability of the dam was questioned and some investigation was performed to determine the extents of the damage. Benton County was declared a disaster and the storm damage to public infrastructure became eligible to receive FEMA funding. CP&Y was hired by the City in July of 2008 to assess the existing dam and spillways and to provide a conceptual design to restore function, safety and long term usability of the lake as a park amenity.

The analysis of the dam revealed a dam that had been added to and repaired in a haphazard way. Although successful at impounding the lake since its inception in 1915-1918 the dam lacked a designed clay core and other features considered minimum industry standards for the construction of an earthen dam. CP&Y and City staff agreed that the dam could only be adequately repaired by replacing the dam in its entirety. The FEMA project specialist disagreed with the Engineers and City staff determining that the dam could be repaired by simply filling the void with compacted fill. This difference of opinion continued for some time and the City appealed the FEMA project specialist's decision.

The impasse concerning the proper repair continued until January of 2010. FEMA reconsidered its position and informed the City that FEMA would provide 75% funding for the design and construction of a new dam at the current location or at a more favorable site a short distance downstream. CP&Y completed conceptual design and cost estimates for both options.

In 2011 back to back large storm events occurred. Within a month the dam was overtopped two additional times. The damaged area was enlarged but the dam survived once again. The two storms combined to cause enough damage across then County that Benton County was once again declared a disaster. A new project specialist was dispatched by FEMA to inspect

the damage and prepare project worksheets for all of the damaged sites within the County. The project specialist reviewed the damage to the dam and reversed course and determined that the dam could be repaired without replacement. City staff, now familiar with the appeal process quickly appealed the project specialist position. FEMA assigned Mr. Joseph Klein P.E. to review the dam damage and create a new project worksheet. Mr. Klein, unlike the previous project specialist, was educated and experienced in the design and construction of earthen dams. Mr. Klein prepared a project worksheet that aligned with the City Staff belief that replacement was the only proper repair. Mr. Klein reviewed the CP&Y report that included the downstream option. He determined that the downstream option was feasible and cost effective (it was cheaper than the in-place replacement) but according to FEMA rules would be considered an "improvement" to the existing dam. The City could apply to pursue the downstream option but it could take up to two years to receive a decision. After the circuitous path to this point, it was determined that pursuing the in-place replacement was the prudent path.

During this same time frame, the project was once again put on hold. During the 2010 storm event the west bridge abutment for the bicycle and pedestrian bridge across Town Branch Creek was undermined. It was determined by City staff that the damage was significant and that further rain events could result in collapse of the bridge. The City hired Manhattan Bridge Company to drive sheet piling between the creek and the abutment to prevent further erosion and to serve as a concrete form to stabilize and repair the undermined abutment. The FEMA project specialist agreed with this approach completed a project worksheet and funding in the amount of \$18k was received by the City. Within the same week of receiving the check, a letter was received by the City from the Arkansas Department of Emergency Management (ADEM), the go between for the City and FEMA that the project worksheet was reviewed and the check was written in error. The determination was that the use of concrete to support the abutment was an "improvement" to the abutment and was therefore ineligible because the City did not wait for a determination from FEMA before pursuing the repair. The determination was appealed by Staff and ultimately the City was permitted to keep the money it had received. During the time it took for the appeal, Staff put the dam project on hold. If FEMA would request \$18k be refunded, the fear was that they might do the same on a \$3.6M project.

In 2013, with the abutment project behind us and with a successful outcome, Staff authorized CP&Y to resume the dam project. An environmental assessment (EA) was performed and coordinated with FEMA, United States Army Corps of Engineers, Arkansas Natural Resource Commission, Arkansas Department of Emergency Management, and the Arkansas Game and Fish Commission. The completed EA was submitted to FEMA in February of 2014. The EA was reviewed and approved for publication for public notice on February 18, 2014. Following public comment and FEMA review, the Final EA was published on August 2015 with a Finding of No Significant Impact (FONSI). The project is now environmentally cleared and can proceed with design and construction.

November 30, 2015

Staff requested that CP&Y prepare a scope of work and fee estimate for the design, preparation of contract documents and construction phase services. The contract is included for your review and consideration.

The project is eligible for reimbursement from the following funding sources:
FEMA has authorized funding of 75% of the project design and construction
ADEM has authorized funding of 12.5% of the project design and construction
Arkansas Department of Economic Development (ADEM) has approved funding of \$795k for the construction of the project

While the City will have to pay for the design and construction up front, based on the \$3.6M project estimate, the City will be fully reimbursed for the project costs.

Staff recommends the Council authorize the Mayor and City Clerk to execute this contract as presented.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My direct telephone number is (479) 271-5993 or I can be reached via email at bpeters@bentonvillear.com.

SCOPE OF WORK
PHASE II, ENGINEERING SERVICES IN SUPPORT OF
LAKE BELLA VISTA DAM IMPROVEMENTS
OCTOBER 28, 2015

BACKGROUND INFORMATION

Lake Bella Vista serves as a recreational amenity and water feature within a public park, which is operated and maintained by the City of Bentonville. During flooding in March 2008 the dam was partially breached and access across the dam was closed to the public. In response to the City's request, CP&Y prepared and presented to the City of Bentonville a Scope of Services for the assessment of the dam in a proposal dated July 3, 2008. The City authorized CP&Y to proceed with the assessment on July 9, 2008. The team of consultants performing the assessment included CP&Y, Inc., prime consultant, Grubs, Hoskyn, Barton & Wyatt, Inc., geotechnical investigations and Crafton Tull Sparks Associates, Inc., surveys. The resulting report entitled, *Phase I Engineering Report on Improvements to Lake Bella Vista, December, 2008*, provided an assessment of the existing dam and spillways and conceptual design of improvements to restore function, safety and long-term usability of the lake as a park amenity and to satisfy current dam and spillway design criteria of the Arkansas Natural Resources Commission (ANRC). Alternative evaluations and recommendations, included: 1) No-action alternative; 2) conceptual dam repair alternative; 3) conceptual dam replacement alternative; and 4) conceptual dam relocation.

On January 13, 2010 FEMA advised the City that they would provide 75 percent funding for the design and construction of a new dam either at the current location or at a more favorable site a short distance downstream from the existing dam. FEMA requested that cost estimates be prepared for a concrete gravity dam downstream of the existing dam and for an earthfill dam and a concrete gravity dam at its current site. CP&Y, at the request of the City, prepared concept design and an engineer's estimate of probable cost for a new concrete gravity dam at a downstream site, an earthen embankment with concrete facing at the existing site and a concrete gravity dam at the existing site. The report was provided the City on February 15, 2011. On August 23, 2011 FEMA notified the City that funding in the amount \$3.6 mil was proposed for a new concrete-faced earthfill dam at the existing site. On January 29th, 2013, the city authorized CP&Y to prepare the Environmental Assessment (EA). Working with the city staff, public agencies such as FEMA, United States Army Corps of Engineers (USACE), Arkansas Natural Resource Commission (ANRC), Arkansas Department of Emergency Management (ADEM), Arkansas Game and Fish Commission (AGFC), CP&Y prepared and submitted the EA to FEMA in February 2014. Following FEMA and other agencies review the EA was published for

public notice on February 18th, 2014. Following public comment and review by FEMA, the Final EA was published in August 2015 and a Finding of No Significant Impact (FONSI) was issued on August 26, 2015. CP&Y was asked to provide a SOW and fee estimate for the design and preparation of contract documents for the project.

The Phase II, design and construction administration services proposed by CP&Y are included in the following tasks:

PHASE II - DESIGN OF EMBANKMENT AND APPURTENANT STRUCTURES

1.0 - Technical Review, Meetings and Coordination

This task will be comprised of technical reviews, meetings, and coordination efforts in support of the design and preparation of the contract documents for the Lake Bella Vista Dam replacement. Project coordination efforts, including routine telephone calls and email communication between CP&Y and the City of Bentonville will continue throughout the duration of the project. CP&Y will also coordinate with the Arkansas Department of Emergency Management (ADEM), Arkansas Department of Environmental Quality (ADEQ), Arkansas Game and Fish Commission (AGFC), Arkansas Natural Resource Commission (ANRC), U. S. Army Corps of Engineers (CESLR) and Federal Emergency Management Agency (FEMA). CP&Y will attend up to three (3) meeting with regulatory agencies during the design phase. CP&Y will prepare a brief progress report on a monthly basis. For purposes of the SOW, CP&Y will attend up to four (4) meetings with the City, including a kick off meeting, a meeting to review the spillway/bridge option technical memorandum, and two (2) progress and workshop/review meetings at 60 and 90 percent completion of the drawings and specifications. Meetings to be held on site during the design phase. CP&Y will be represented by a senior project manager and a senior civil engineer throughout the duration of the Phase II services.

2.0 - Topographic Surveys

CP&Y will coordinate the services of the survey subcontractor. In support of the design and construction required field surveys will include:

1. The re-verification/re-establishment of horizontal and vertical control monuments for final design and construction phases.
2. Location and survey of property lines in the vicinity of the dam (if there are property ownership changes within 200 feet of the dam and appurtenant structures)

3.0 - Geotechnical Investigation and Engineering Services

CP&Y will evaluate all geotechnical data developed to date for the site and determine the need for any drilling, sampling and laboratory testing. CP&Y will coordinate the services of the geotechnical firm for any studies deemed necessary to including the location and type of additional borings, drilling and sampling, laboratory testing of select samples and in situ water pressure testing as needed to supplement preliminary borings made early in the program. The program will be designed to develop geotechnical design parameters for the embankment and appurtenant structure's foundations, embankment stability, depth to suitable foundation material, and seepage potential. In support of the design required geotechnical services will include:

1. Drill up three (3) supplemental borings to approximately 40-foot depth, obtaining undisturbed soil samples and/or Standard Penetration Values at 2 - to 5-foot intervals or at a change in soil-rock stratum, and also obtaining representative NQ-size rock cores.
2. Perform a laboratory testing program planned after the borings are completed to determine the physical characteristics and engineering properties of the foundation soils/rocks.
3. Prepare a geotechnical design summary report providing recommended parameters for design of the embankment and appurtenant structures, recommendations for select fill criteria based on the locally available borrow sources, and recommendations for construction and site grading. Slope stability and settlement analysis will be provided.

4.0 - Regulatory Permitting

CP&Y will review environmental data, conduct field surveys, and coordinate the project with the USACE to complete a Pre-Construction Notification (PCN) under NWP 3 for Maintenance. In addition, CP&Y will coordinate the Section 106 of the National Historic Preservation Act for cultural resources. Environmental services will include:

1. Provide environmental services in support of obtaining USACE approval under Section 404 of the Clean Water Act.
2. Prepare for and attend a pre-application meeting with the USACE to update and confirm the type of 404 permit required.
3. Following the pre-application meeting, prepare the PCN under NWP 3 (or other NWP as determined during the pre-application meeting) for submittal to the USACE Little Rock Office. Coordinate with the USACE throughout the permit verification.

4. Complete an archeological survey of the project area in support of the NWP and consult with the AHPP

5.0 – Engineering and Design of New Embankment

CP&Y will evaluate service spillway structures with pedestrian bridge at both ends of the dam and submit the results to the City in a technical memorandum (TM). The evaluation will develop spillway capacity curves for a concrete gravity spillway with approach and discharge basin and training walls with low flow outlet controls. Design of each spillway will be taken to concept level design of about 30% to provide sufficient detail to develop an engineer's estimate of probable cost and the advantages/disadvantages. In addition to the spillway evaluation, CP&Y will develop the design criteria to be utilized by the design team for the project. CP&Y will meet with the City to review the technical memorandum and the City will select one of the spillway options to be included in the project.

CP&Y will prepare design specifications and drawings for the new dam and appurtenant structures to include plan and profile drawings, cross sections, and design details for the proposed structures, including the dam, spillway, overflow sections, outlets (drawdown facilities), access/crossing structures (pedestrian bridge), signage, lighting and other appurtenant facilities. Pertinent featured items and the design basis to included are as follows:

1. Removal and disposal of existing dam and spillways. Previous explorations have shown that the materials that comprise the existing embankment are not suitable for use in an engineered fill. The unsuitable material also includes the concrete debris located in the areas immediately downstream of the existing dam and spillways.
2. Earthfill embankment. The embankment will be designed to approximate crest elevation 1020 feet which is the elevation of the existing dam. It will have a crown width of about 14 feet and side slopes of 3H to 1V on both the upstream and downstream slopes with a cut off trench into bedrock, a clay core and select earth fill. A concrete facing or other erosion-resistant facing will provide overtopping protection. Based on preliminary site explorations a grout curtain is not anticipated.
3. Service spillways. Perform final design for the selected spillways/bridges.
4. Two 36" outlets with slide gates for provisions to lower or drain the lake.
5. Grouted rip rap protection downstream of the dam and rerouting of the Little Sugar Creek away from the toe of the dam to prevent erosion.
6. Bridges will be reinforced concrete or steel designed to withstand 100-year flood level over flow forces.

7. Regrade and using best management practices to minimize the bank erosion along the bank of Little Sugar Creek adjacent to and directly opposite the proposed dam.

6.0 - Bidding Support Services

CP&Y will provide bidding support services, including assistance in the interpretation and classification of plans and specifications, and assistance in the preparation of bid addenda on an as-needed basis. CP&Y will review bids, prepare bid tabulation and prepare a letter of recommendation. Following the award on the contract, CP&Y will prepare the contracts and bonds for execution and conformed construction documents. CP&Y will attend pre-bid conference and bid opening.

7.0 - Services During Construction Phase

CP&Y will provide the following services for Lake Bella Vista Dam Project during the construction phase:

1. Attend and assist in preconstruction conference and partnering meeting.
2. Provide consultation on acceptability of the general contractor and proposed subcontractors.
3. Review and provide comments on the schedule of values and construction schedule submitted by the contractor. Evaluate for proper distribution of costs and for appropriate and likely completion of work within the milestones or other time constraints for the construction.
4. Review and approve or reject up to forty (40) shop drawings, product data, samples, and other submittals with twenty-one (21) calendar days after receipt of each submittal. Maintain log for review at monthly progress meetings.
5. Respond to Contractor's Request for Information (RFI) to up to twelve (12) requests for information from general contractors and Bentonville staff for clarification where plans and specifications are not clear or as related to possible conflicts between plans and specifications within seven (7) calendar days. Maintain log for review at monthly progress meetings.
6. Conduct periodic site visits as necessary, at least twice per month, to determine general construction conformance with contract documents and observe embankment and appurtenant structures construction. One of the site visits will include the monthly progress meeting with the contractor(s). Provide brief memorandum report to Bentonville regarding the acceptability of work according to contract plans and specs. Up to twenty-four (24) site visits are planned.
7. In the event of a request(s) for change orders and/or claims by the contractor for differing site conditions, delays, or additional compensation, investigate and

- provide a written response for up to three (3) change orders by a registered professional engineer evaluating the merits of the change order(s) or claim(s).
8. .Review monthly construction schedules submitted by the contractor and provide recommendations to the City.
 9. Revise contract plans to show all change orders, and significant changes made during construction. Provide two electronic copies of the record drawings in a format compatible with the City system upon completion of construction within 30 calendar days of receipt of record drawings from the contractor.
 10. Maintain a summary log of all project correspondence with disposition, dates, etc.
 11. Assist in final construction walk through and punch list.

8.0 - Operation and Maintenance Manual

CP&Y will prepare an Operations and Maintenance Manual for the Lake Bella Vista Dam and Appurtenant structures addressing the following:

1. Operation and maintenance manual will identify maintenance priorities such as service spillway and low flow gate cleaning/interval, vegetation maintenance and control, control of burrowing animals, qualitative approach to riprap maintenance and qualitative approach to erosion control.
2. Operation and maintenance manual will provide operation guidelines including identification of physical characteristics and description of dam components, monitoring items/frequency, inspection guidelines/frequency, develop a routine list of maintenance/operation tasks, develop a list of phone numbers for pertinent individuals related to maintenance and maintenance of a record log of activities.

ADDITIONAL SERVICES

Any services required not covered in Tasks 1 through 8 above will be provided upon the written authorization of the City. Service fees would be on a time and materials basis. Such additional services could include, but not be limited to the following:

1. Attending more than the listed number of meetings with the City.
2. Attending more than the listed number of meetings with regulatory agencies.
3. Attending public meetings or hearings related to the project.
4. Preparation of CLOMR or LOMR related to the project
5. Design of vehicular driveways and parking areas associated with the project.
6. Design of sidewalks and pedestrian or bike trails associated with the project.
7. Landscape design and irrigation systems associated with the project.
8. Bidding support services related to rebidding the project.

9. Expert testimony in the event of litigation or other matters.
10. Construction phase services beyond 12 months from contractor's notice to proceed to substantial completion of the project.
11. Submittal, RFI, and proposed change order reviews in addition to the number indicated.
12. Coordination with Whitewater Design and/or any modifications to the proposed project.
13. Any other items not specifically included in the above tasks.

CITY PROVIDED SERVICES

City agrees to provide the following:

1. Coordinate with local newspaper for Bid advertisement.
2. Provide daily construction inspection.
3. Pay fees due for Federal, State and local permits.
4. Coordinate with the local electrical power provider for service at the dam site.
5. Review the project deliverables within 21 calendar days following receipt.

SCHEDULE

CPY's proposed schedule for the Phase II Design and preparation of the contract documents is provided as Attachment B.

ASSUMPTIONS

- This scope assumes that no Section 7 consultation or presence/absence surveys for T&E species will be required for the Section 404 permit. In addition, this scope assumes that no karst survey work will be required.
- This scope assumes that NWP 3 will be the only NWP required for this project
- A hazardous materials assessment will not be required.
- An Individual Permit will not be required for this project.
- Mitigation will not be required for this project.
- It is assumed that right-of-entry will not be required for this project.
- If required, the City of Bentonville will submit the request for the Short Term Activity Permit and fee to Bob Singleton with Arkansas Department of Environmental Quality at least a month before construction begins.
- CP&Y will not need to provide information to ADEQ for issuance of the Water Quality Certification.

- This scope assumes that no other environmental permits, other than the Section 404 NWP, will be required for this project.
- CP&Y assumes that minimal comments will be received from the agencies.
- A Wildlife Habitat Assessment and Stream Functional Assessment will not be required.

COMPENSATION

CPY's compensation fee for the above services is provided as Attachment C.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH CP&Y
FOR ENGINEERING SERVICES.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with CP&Y for engineering services including the design and preparation of construction documents and construction phase services for the Bella Vista Dam as set forth in the agreement attached hereto as Exhibit "A".

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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 8, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution authorizing the Mayor and City Clerk to enter into a Memorandum of Understanding with NWA Regional Planning for storm water education in 2016.

COST TO CITY:

Cost of this Request: \$21,875

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	21,875
Funds Expended to Date		-
Remaining Budget		21,875
Budget Adjustment		-
Remaining After Adjustment	\$	21,875

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 OF UNDERSTANDING FOR THE MS4
JURISDICTIONS OF NORTHWEST ARKANSAS AND
THE NORTHWEST ARKANSAS REGIONAL PLANNING
COMMISSION**

WHEREAS, eighteen cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, will establish dates for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC previously requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and

WHEREAS, the ADEQ has endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

BENTONVILLE

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:

SECTION 1. To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2016 – December 31, 2016), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a Base cost and each jurisdiction's pro-rated share of the region's 2010 urbanized area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION 3. That all funds received by NWARPC from MS4s shall be utilized in their entirety for stormwater management program services and coordination activities in connection with EPA Phase II Stormwater Program requirements, and shall be accounted for separately from all other Commission funds.

Dated this _____ day of _____, 2015.

Bentonville

[REDACTED] NWARPC
Jeff Hawkins

**2016 Cost Allocation* of U of A Cooperative Extension Service Regional Stormwater Education and NWA Regional Planning
Commission Stormwater Coordination for NWA MS4 Jurisdictions**

**MS4 Cost = \$2,000 Base cost + (Remaining Program Cost x % NWA Urbanized Area Population)
Using 2010 US Census Urban Block Data for the 21 MS4 Collaborating Jurisdictions**

Jurisdiction	Urbanized Area Population	Total Population	% Urbanized Area Population	\$2,000 Base with % Urbanized Area
Greenland	721	1,294	0.24%	\$2,423.95
Elm Springs	973	1,535	0.33%	\$2,572.13
Cave Springs	969	1,931	0.33%	\$2,569.77
Bethel Heights	2,359	2,372	0.80%	\$3,387.09
Tontitown	71	2,460	0.02%	\$2,041.75
Little Flock	1,742	2,585	0.59%	\$3,024.30
Elkins	1,991	2,648	0.67%	\$3,170.71
Johnson	3,123	3,354	1.06%	\$3,836.33
Prairie Grove	69	4,380	0.02%	\$2,040.57
Pea Ridge	4,298	4,794	1.46%	\$4,527.23
Farmingington	4,964	5,974	1.68%	\$4,918.84
Lowell	6,574	7,327	2.23%	\$5,865.52
Certieron	9,135	9,515	3.10%	\$7,371.39
Bella Vista	22,841	26,461	7.74%	\$15,430.54
U of A	5,801	27,503	1.97%	\$5,411.00
Bentonville	33,801	36,301	11.45%	\$21,875.03
Washington County†	1,868	203,065	0.63%	\$3,098.39
Benton County†	5,339	221,339	1.81%	\$5,139.34
Rogers	54,897	58,895	18.60%	\$34,279.51
Springdale	68,088	70,747	23.07%	\$42,035.83
Fayetteville	65,457	73,580	22.18%	\$40,488.80
Program Totals	295,081		100.00%	\$215,508.00

Note: Budget year runs from January 1 through December 31 of each calendar year
 * These dollar breakdowns assume all jurisdictions participate
 † Total population reflects the total county population including all incorporated areas

2016

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH NORTHWEST ARKANSAS
REGIONAL PLANNING FOR STORMWATER
EDUCATION.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
Memorandum of Understanding with Northwest Arkansas Regional Planning for a Stormwater
Education Program, as set forth in the agreement attached hereto as Exhibit "A".

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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Police Department
Community Room**

**Monday, December 7, 2015 6:00 p.m.
908 SE 14th Street**

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

**Tuesday, December 8, 2015 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: November 24, 2015**

AGENDA

1. Planning:
 - 1a. **CHP, LLC: Rezoning, R-1 Single Family Residential to RC-2, Central Residential Moderate Density, 502 Southeast 'D' Street.**

The planning commission voted 7-0 recommending approval.

This property is vacant in a mixed use area of downtown.
 - 1b. **Bike Rack Group LLC: Rezoning, D-E, Downtown Edge to D-C, Downtown Core, Southwest 7th Street and Southwest 'B' Street.**

The planning commission voted 7-0 recommending approval.

This property is vacant in a mixed use area of downtown.
 - 2a. Request Council authorize the Mayor and Clerk to enter into an agreement with Selectron Technologies, Inc. for an Interactive Voice Response system to interface with the City's utility billing system.
 - 2b. Request Council authorize the Mayor and Clerk to enter into an agreement with Invoice Cloud for online bill presentment and payment processing.

- 2c. Request Council authorize the Mayor and Clerk to enter into an agreement with Sage Payment Solutions for Credit/Debit Card and Virtual Check processing for Selectron IVR and Invoice Cloud Web Presentment.
- 3a. *Request Council approve the bid award for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room and award bid to Oelke Construction. This is an unbudgeted item requiring a budget adjustment.
- 3b. *Request Council approve a budget adjustment for the adaptive re-use of the former AT&T building at 402 S Main St for use as a utility drive-thru, meter reader office and IT training room.
- 4. *Council approval of Mayor McCaslin's recommendation to re-appoint Aaron Jones to the Library Advisory Board.
- 5. *Council approval of Mayor McCaslin's recommendation to appoint Megan Bolinder, Ph.D. to the Library Advisory Board.
- 6. *Council approval of Mayor McCaslin's recommendation to appoint Mike Power and reappoint Jonathan Terlouw and Tom Butrynski to the Parks and Recreation Advisory Board.
- 7. *Recommend Mayor and City Council award the 6-month blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$406,169.56. Items will be ordered on 'as needed' basis.
- 8. *Recommend Mayor and City Council award the 6-month blanket bid for water and sewer materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$284,925.02. Items will be ordered on 'as needed' basis.
- 9. *Recommend Mayor and City Council award the 6-month blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$52,721.00. Items will be ordered on 'as needed' basis.
- 10. *Recommend Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$178,075.00. Items will be ordered on 'as needed' basis.
- 11. *Recommend Mayor and City Council award the 6-month blanket bid for 1-phase double bushing pole mount transformer as shown on the attached bid tabulation in the amount of \$141,847.00. Items will be ordered on an 'as needed' basis.
- 12. *Recommend Mayor and City Council award the 6-month blanket bid for 1-phase transformer as shown on the attached bid tabulation in the amount of \$189,155.00. Items will be ordered on an 'as needed' basis.

13. *Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$255,022.00. Items will be ordered on an 'as needed' basis.
14. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with HD Supply Waterworks for SENSUS brand water meters 2" and larger per the City of Bentonville's specifications in the amount of \$38,577.14. This is a 'Single Source' item in the State of Arkansas.
15. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Mueller for water meters less than 2" per the City of Bentonville's specifications in the amount of \$156,170.00. This is a 'Single Source' item in the State of Arkansas.
16. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$261,626.10. This is a 'Single Source' item in the State of Arkansas.
17. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Holophane Ornamental Lighting for the City of Bentonville's standardized lighting for 2016. Prices to remain the same January through December 2016 in the amount of \$675,860.75.
18. *Budget adjustment in the amount of \$2,940.52 to be used to repair a 2013 Chevy Tahoe, unit # 2010-22, and a 2013 Chevy Tahoe, unit # 2015-18. These units were damaged on October 24, 2015 (MVA # 2015-36451) in a minor parking lot incident while officers were on a call for service at the Commons Housing Facility (800 SE Falcon). The majority of funds to repair these vehicles (\$1,007.43 and \$1,076.43 respectively, for a total of \$2,083.86), not including deductibles, will be sourced from an Arkansas Municipal League Vehicle Program settlement.
- 19a. *Staff recommends Council award bid No. 2015-54 to Fochtman Enterprises, Inc. for 48-inch water line improvements associated with AHTD Job No. 090373 (CA0004) Hwy 265 Improvements from Highway 264 to Pleasant Grove Road in an amount of \$105,650.00. This project qualifies for 100% reimbursement from AHTD per the City's agreement with AHTD signed in October 2015 for same project.
- 19b. *Budget Adjustment to front costs for construction of 48-inch water line improvements associated with the Arkansas State Highway Commission for AHTD Project No. 090373-CA0004(45) - Hwy 265 Improvements between Hwy 264 and Pleasant Grove Road.
20. *Staff recommends approval of Change Order #3 and Final Reconciliation for Forsgren, Inc. for a total decrease of \$75,589.45 for the South Lift Station Renovation and Force Main Construction project. This final change order reduces the contract amount from \$2,208,400.47 to \$2,132,811.02. Of this

reduction, \$45,320.00 is liquidated damages and will be used to fund costs incurred by McClelland Consulting Engineers, Inc. for construction services due to time overage. The remaining reduction of \$30,269.45 is from final quantity measurements. This project is funded with sewer capacity fees.

21. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with McClelland Engineering Consultants, Inc. for an amount not to exceed \$263,027.41 for the South Lift Station Renovation and Force Main Construction project. This is an increase of \$49,540.00 over the original contract. \$4,220.00 of the increase is due to additional survey, design, and easement prep for route changes after construction started and will be paid with project savings due to reduced quantities. \$45,320.00 is increased construction services costs due to the project running longer than allowed contract time and will be funded by liquidated damages collected from Forsgren, Inc. Since total project costs are less than previously budgeted and damages from contractor are used to pay overages due to time, a budget adjustment is not needed.
22. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with GTS, Inc. for material testing services for the construction of the City Maintenance Facility site work located on SW 28th Street (formerly SW Airport Road) for an amount not to exceed \$47,200.00. Services include soils/subgrade testing, concrete/asphalt pavement testing, masonry, steel observation/testing.
23. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with McGoodwin, Williams & Yates, Inc. to perform a comprehensive water system analysis and prepare a water master plan update in the amount not to exceed \$89,600.00 plus reimbursable expenses.
24. Council approval of a resolution authorizing the Mayor and Clerk to enter into a right-of-way, utility easement, and temporary construction easement agreement for acquisition of City right-of-way (including improvements) and utility easement on SW 8th and SW "A" Street for the 8th Street Improvements project. The offer includes \$399,200 for right-of-way and improvements (Armory Warehouse), \$9,000 for utility easement, and \$6,150 for temporary construction easement for a total sum of acquisition of \$414,350. Attached is a memo, contract to sell, utility easement, temporary construction easement, exhibit, mortgage authorization form, offer letter and summary, appraisal summary report, and W-9.
25. Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with the Arkansas Highway and Transportation Department for the design and construction of a Single Point Urban Interchange at the Hwy 71B (Walton Blvd) and I-49 Interchange, in the amount of \$1.5 Million and the assuming ownership of existing Hwy 71B between Hwy 12 and Interstate 49 upon completion of AHTD project BB0903.

26. A resolution authorizing the Mayor and City Clerk to enter into a contract with CP&Y for the design, preparation of construction documents and construction phase services. The contract is an "hourly not to exceed" of up to \$478,800.00
27. A resolution authorizing the Mayor and City Clerk to enter into a Memorandum of Understanding with NWA Regional Planning for storm water education in 2016.

*May be considered as a Consent Agenda Item.