

RESOLUTION NO. 2025-10-1226 R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE (1) MYERS PUMP FROM JACK TYLER ENGINEERING, INC. FOR THE S. PIANALTO LIFT STATION IN THE CITY OF TONTITOWN, ARKANSAS.

WHEREAS, it has come to the attention of the City of Tontitown that the S. Pianalto Lift Station is in need of a new submersible wastewater pump; and

WHEREAS, the City of Tontitown has received a quote from Jack Tyler Engineering, Inc., attached hereto as Exhibit "A", for one (1) Myers Pump for the price of approximately \$19,820.29 plus tax; and

WHEREAS, the City Council has determined that it is in the best interest and benefit of the community to authorize the purchase of one (1) Myers Pump for the amount of approximately \$19,820.29 plus tax from Jack Tyler Engineering, Inc., attached hereto as Exhibit "A", for the S. Pianalto Lift Station in the City of Tontitown.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tontitown, Arkansas:

Section 1. The City Council hereby authorizes the purchase of one (1) Myers Pump in the amount of approximately \$19,820.29 plus tax from Jack Tyler Engineering, Inc., attached hereto as Exhibit "A", for the S. Pianalto Lift Station in the City of Tontitown.

Section 2. The Mayor and her designee are hereby authorized to take all such action as necessary in connection therewith.

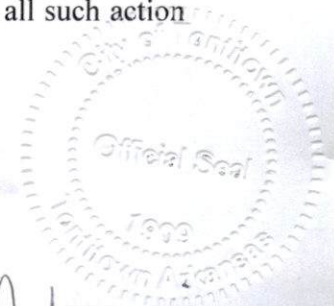
PASSED AND APPROVED this 21 day of October 2025.

APPROVED:

Angela Russell
Angela Russell, Mayor

ATTEST:

Rhonda Ardemagni
Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)





**JACK TYLER
ENGINEERING
INCORPORATED**



Tuesday, August 26th, 2025

TO: City of Tontitown

SUBJECT: New Myers Pump

CONTACT: Derek Ferguson

QUOTATION: #08262025BFC

Jack Tyler Engineering, Inc. is pleased to offer the following items for your consideration in the above-mentioned subject. This quotation includes the pricing for a new Myers pump. Adaptation & Start-Up is not listed in quoted price. Please see below for our detailed scope of supply. We look forward to working with you.

- One (1) Myers Pump – Mod. **MNG4HD040443**, 40HP, 460VAC / 3Ph / 60Hz, 1750RPM
 - 4" Horizontal ANSI Discharge Flange
 - Silicon Carbide Upper Seal
 - Silicon Carbide Lower Seal
 - Full Trim Impeller – 12.50", 440 Stainless Steel Construction

EQUIPMENT TOTAL.....\$19,820.29

LEAD TIME: 4-6 WEEKS, ARO

FOB: DESTINATION / PPD/ADD, FREIGHT EXCLUDED

VALIDITY: 15 DAYS

TERMS: SUBJECT TO JACK TYLER ENGINEERING, INC. TERMS & CONDITIONS OF SALE

SALES TAX: EXCLUDED

TARIFF: N/A

Respectfully Submitted,

Brandon Fleming

Sales & Engineering Technical Support Specialist

Jack Tyler Engineering, Inc.

ENGINEERED SOLUTIONS FROM PEOPLE WHO CARE

6301 S University Ave, Little Rock, AR 72209

PH: (501) 562.2296

www.jteng.com





WIN AGAINST MODERN FLUSHABLES

MNG SERIES



SUPERIOR CLOG RESISTANCE



REDUCED ENERGY CONSUMPTION



LOWER MAINTENANCE COSTS

pentair.com/myers



PENTAIR MYERS MNG SERIES PREMIUM EFFICIENT SOLIDS HANDLING PUMPS

You're facing enough pressure to maintain your wastewater systems and ensure they operate efficiently and continuously. Let Myers MNG Series Pumps take that pressure off your hands.

Pentair Myers MNG Series Pumps help you win the battle against modern flushables, thanks to an innovative hydraulic design. Decrease your system's downtime, energy consumption and the need for maintenance with this stress-free, cost-effective solution.

HELPS SOLVE CLOGGING

- ◆ Semi-open stainless steel impeller is designed to combat modern flushables in the wastewater stream
- ◆ Adjustable cutter plate sweeps debris along the leading edge before passing through the pump
- ◆ Stainless steel impeller and cutter plate for long service life

LOWER COST OF OWNERSHIP

- ◆ Up to 30% increase in wire-to-water efficiencies compared to a vortex impeller*
- ◆ Addition of super high-head curves for reduced HP
- ◆ IE3 premium efficient motor design**

EASE OF INSTALLATION AND MAINTENANCE

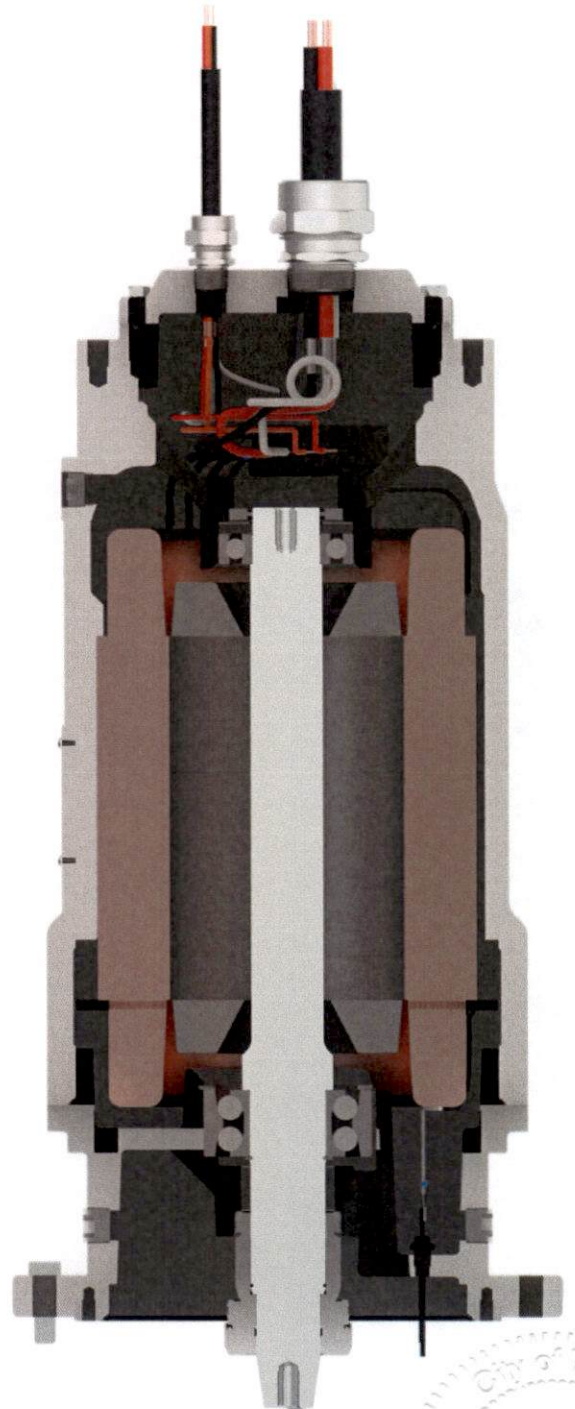
- ◆ Innovative semi-open stainless steel impeller and cutter plate design eliminates the need for traditional wear ring
- ◆ Permanently lubricated bearings require no maintenance
- ◆ Standard mechanical seal on all models makes for a quick and easy seal replacement

LONGER PUMP LIFE

- ◆ Oil-filled motor provides superior heat transfer, resulting in lower running temperatures
- ◆ NEMA® Class H motor insulation aids in extending pump life
- ◆ Seal leak detection occurs in the outer chamber, identifying leaks before entering the motor housing

*Based on testing of Pentair Next-Gen Submersible Pump with semi-open impeller (Model MNG6HC020423) and Pentair legacy pump with recessed/vortex impeller (Model 4RC400M4-43).

**Excluding the 208V versions and 210 frame 20/23HP models.



ENGINEERED FOR PERFORMANCE



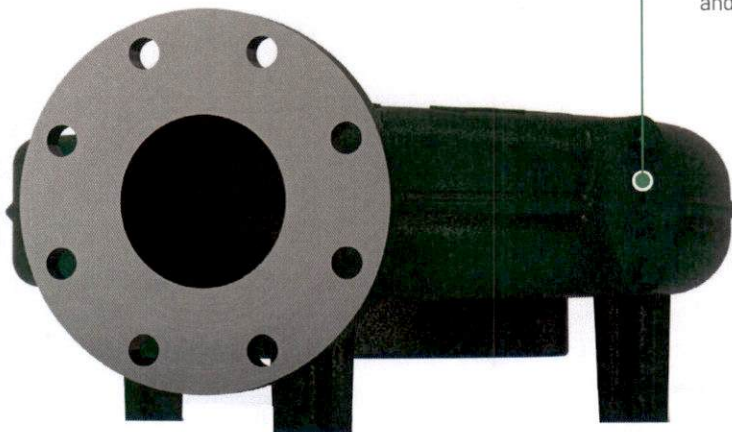
SEMI-OPEN STAINLESS STEEL IMPELLER

Semi-open design is optimized to tackle deformable solids and modern flushables while providing increased clog resistance.



CUTTER PLATE

Self-cleaning cutter plate sweeps solid objects along the leading edge. Easily adjustable clearance between cutter plate and impeller to maintain optimal operation to prevent clogs.



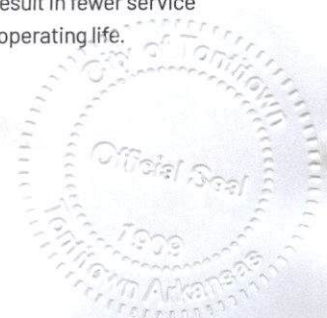
MIX-FLUSH READY

Integrated into volute for applications where grease layer buildup and solids settling is an issue.

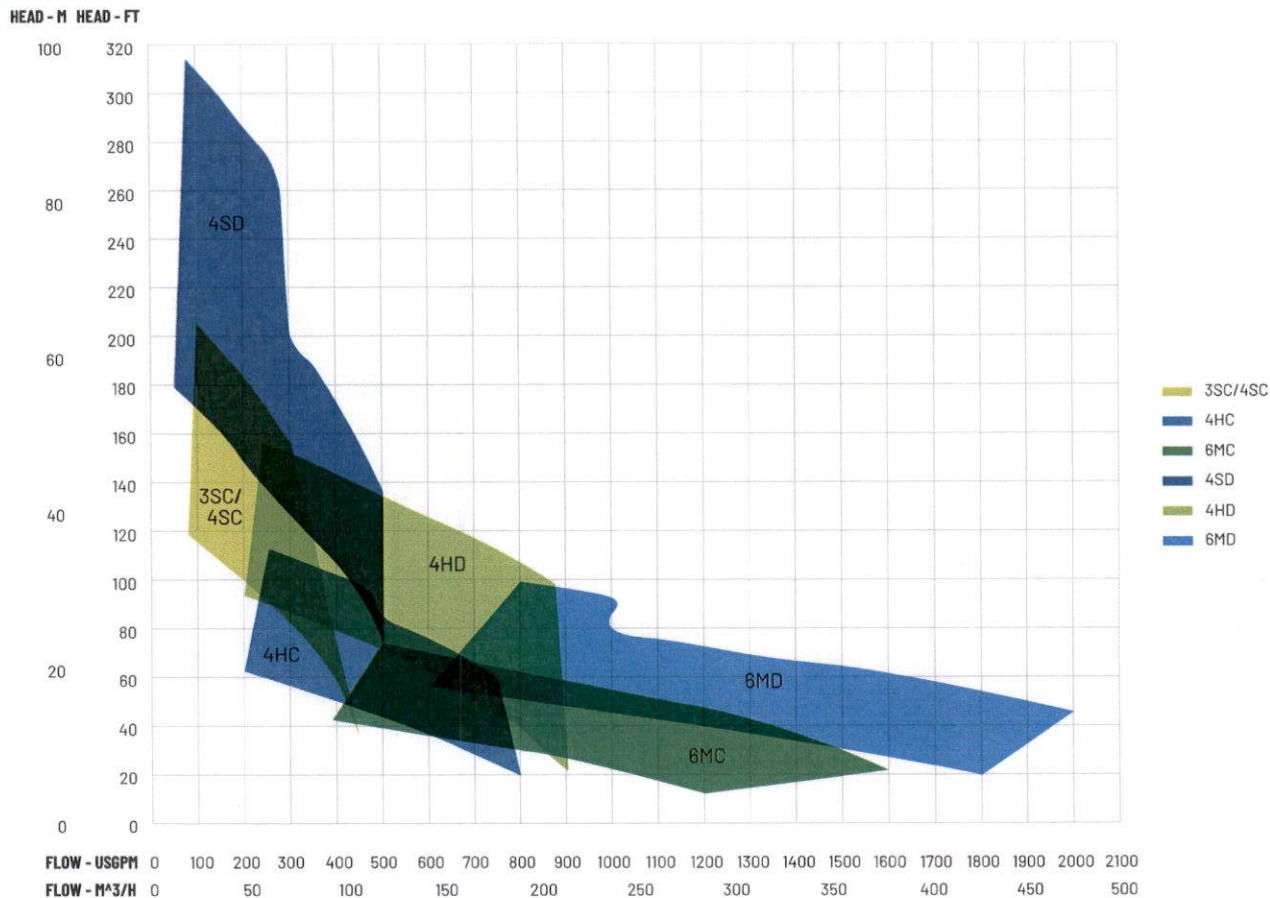


DOUBLE ROW CONTACT BEARINGS

Permanently lubricated lower bearings result in fewer service calls over operating life.



MNG SERIES PERFORMANCE DATA



No Hassle Installation

Save time, money and headaches by installing your MNG Series Pump on your current rail system with an Elbow Adapter. This eliminates the need for a new rail in your system and allows your pump to be installed quickly and efficiently. Save time, money and headaches by installing your MNG Series Pump on your current Flygt®, KSB® or Sulzer® rail systems with an Elbow Adapter.

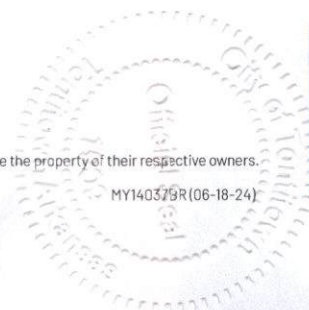


1101 Myers Parkway | Ashland, OH 44805 | 855.274.8948 | pentair.com/myers

All FM Approvals' certification marks are the sole property of FM Approvals LLC.
 CSA is a registered trademark of CSA Group. All rights reserved.
 FLYGT® is a trademark of XYLEM EUROPE GMBH.
 Jacobs® is a registered trademark of Jacobs Engineering Group Inc.
 KSB® Pumps and Valves LTD is a registered trademark of KSB SE&CO. KGAA.
 NEMA® is the registered trademark and service mark of the National Electrical Manufacturers Association.
 Sulzer® is a trademark filed by Sulzer Ag.

All indicated Pentair trademarks and logos are property of Pentair. Third party registered and unregistered trademarks and logos are the property of their respective owners.

©2024 Pentair. All Rights Reserved.



MY140375R(06-18-24)

Jack Tyler Engineering, INC. GENERAL TERMS & CONDITIONS

1. Conflicting Terms. These General Terms & Conditions, any corresponding quotation ("Quote") and Jack Tyler Engineering Industries, Inc.'s ("Jack Tyler Engineering") Repair Warranty constitute the entire agreement ("Agreement") relating to the sale of "Products" (which includes, but is not limited to, all components, controls, equipment, parts, products, materials and services) by Jack Tyler Engineering to Buyer. Any terms and conditions contained in Buyer's purchase order, request for quotation or any other document generated by Buyer which are different from, in addition to, or vary in any way from this Agreement shall not be binding upon Jack Tyler Engineering unless agreed to in a separate, issue-specific, written agreement signed by a corporate officer of Jack Tyler Engineering.

2. Delivery. Delivery terms are F.O.B. Jack Tyler Engineering's facility in Little Rock, AR. For standard Products, dates of delivery are determined from the date of Jack Tyler Engineering's acceptance of any order by Buyer and are only estimates and not a guaranty of a particular date of delivery. For custom manufactured Products, dates of delivery are estimates based upon the date that such Products are approved and released for manufacture. If delivery is deferred at Buyer's request, payment of the contract price shall become due when Buyer is notified that products are ready for pickup/shipment. Jack Tyler Engineering is not responsible for damage or loss in transit. All risk of loss or damage to the Products passes to the Buyer as the Products are loaded onto the carrier. Buyer must obtain adequate insurance to cover the Products from the time risk of loss has passed from Jack Tyler Engineering.

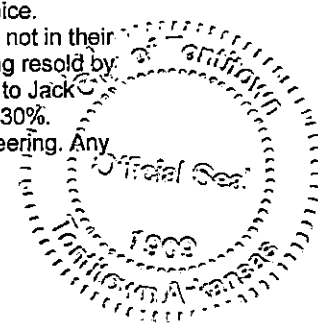
3. Inspection. Buyer shall notify Jack Tyler Engineering upon delivery of any damage to the Products or of any other complaint whatsoever Buyer may have concerning delivery. Buyer shall also note any damage on delivery tickets and shipping receipts at the time of delivery. The failure of Buyer to make such timely complaints and note any damage shall be deemed an acceptance of the Products and a waiver of any claims concerning delivery.

4. Delays. Jack Tyler Engineering shall not be responsible for delays caused by acts or omissions of Buyer, its employees, agents, suppliers or vendors, acts of God, inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Buyer, acts of public enemy, war, terrorism, riots or civil commotion, inability to secure materials through regular recognized channels, pandemic or epidemic, government orders, imposition of government priority or allocation of materials, failure of Buyer to make payment when due, delays caused by inspections, changes ordered by inspectors, or other causes beyond Jack Tyler Engineering's reasonable control.

5. Change of Law or Regulations. Any change of laws, regulations or another governmental requirement which causes an increase in the cost of producing or delivering the Products or which occurs after Jack Tyler Engineering accepts an order, is not in the price. Any new or additional tariffs, duties or surcharges are not included in the price of the Products and are the responsibility of the Buyer. Jack Tyler Engineering reserves the right to require that the Buyer pays for any new or increased tariff, duty or surcharge prior to the delivery of the Products. Buyers assume the risk of changes in the law, regulation or other governmental requirements; Jack Tyler Engineering does not assume the risk of new or higher tariffs, duties or surcharges.

6. Cancellation. Buyer may only cancel an order with the written consent of Jack Tyler Engineering and at Jack Tyler Engineering's sole discretion. If such consent is granted by Jack Tyler Engineering, Buyer shall pay Jack Tyler Engineering for (A) all restocking, reshipping and return charges which may be incurred, (B) the actual cost of any components, equipment, parts or materials, if such components, equipment, parts or materials were made to order or otherwise customized for Buyer for the order, or cannot be returned, and (C) all services and work performed by Jack Tyler Engineering as of the date on which cancellation is approved. Jack Tyler Engineering shall have the absolute right in its sole discretion to cancel this Agreement without penalty upon a breach thereof by Buyer, Buyer's failure to timely make any payment required by this Agreement, the pending or actual insolvency or bankruptcy of the Buyer, if it determines that any errors in estimating or design have been made, or if any unforeseen hazards or conditions arise or are discovered, or for any other reason whatsoever.

7. Returns. Buyer may only return Products with the prior written consent of Jack Tyler Engineering, at Jack Tyler Engineering's sole discretion. Jack Tyler Engineering accepts no responsibility for Products returned without prior written authorization. Products must be returned in saleable condition within 30 days from the date of invoice. Products will not be accepted for return if they are damaged or used, custom manufactured for the Buyer, not in their original packaging (unopened), not purchased from Jack Tyler Engineering or otherwise incapable of being resold by Jack Tyler Engineering. When Products are authorized to be returned for any reason other than pursuant to Jack Tyler Engineering's Repair Warranty, the amount of credit may be subject to a restocking charge of up to 30%. Returned Products must be sent freight prepaid to the appropriate address indicated by Jack Tyler Engineering. Any



unauthorized returned Product will be returned at Buyer's expense. If a Product is returned without such consent, it shall thereupon become the property of Jack Tyler Engineering.

8. Payment. Unless otherwise agreed to in writing, terms of payment are Net 30 days from the date of invoice with 1.5% per month additional charge on the unpaid balance, subject to acceptance by our credit department. No provision for retainage is included in Jack Tyler Engineering's Quote. If Jack Tyler Engineering agrees to payment terms that include retainage, Buyer agrees to pay Jack Tyler Engineering its pro rata share of interest on retained funds under Arkansas PA 524 of 1980 (MCL 125.1561), or such other applicable law or regulation, as part of final payment." Buyer agrees to pay Jack Tyler Engineering's actual costs, expenses and attorneys' fees incurred in collecting any past due and unpaid account balances.

9. Title and Lien Rights. Products delivered to Buyer will remain personal property, regardless of how they are installed or affixed to any realty or structure. After delivery to Buyer, Jack Tyler Engineering will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Jack Tyler Engineering by contract under any applicable provision of law. To secure payment, Buyer grants to Jack Tyler Engineering a security interest in the Products until they are paid for in full. Buyer agrees to cooperate fully with Seller in the filing of any UCC financing statements or other documents necessary to perfect such security interests and liens. If Buyer defaults in its obligations before the Products have been fully paid for, Jack Tyler Engineering may take any actions permitted by law to protect its interests including, where permissible, repossession of the Products.

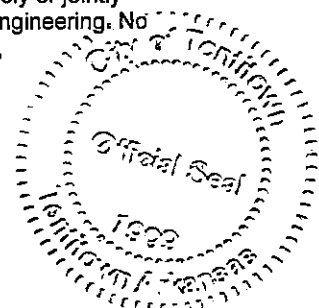
10. Responsibility. It is Buyer's sole responsibility to insure that all Products related to this sale are compatible and compliant with Buyer's systems. Jack Tyler Engineering is not responsible for insuring system compatibility or compliance of any Products unless expressly stated otherwise in the Quote or agreed to in a separate, issue-specific, written agreement signed by a corporate officer of Jack Tyler Engineering.

11. Warranty. Jack Tyler Engineering's Repair Warranty, incorporated herein by reference, sets forth all warranty obligations, rights, and limitations of Buyer and Jack Tyler Engineering.

12. LIMITATION OF LIABILITY. JACK TYLER ENGINEERING'S RESPONSIBILITY OR LIABILITY FOR DEFECTIVE PRODUCTS/SERVICES, BREACHES OF CONTRACT OR ANY OTHER CLAIMS WHATSOEVER IS STRICTLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCTS/SERVICES OR THE PURCHASE PRICE OF SUCH PRODUCTS/SERVICES, AND NO OTHER CLAIMS OR DEMANDS WHATSOEVER SHALL BE IMPOSED ON JACK TYLER ENGINEERING, IRRESPECTIVE OF FAULT. ALL CLAIMS FOR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND SPECIAL DAMAGES, AS WELL AS BUSINESS INTERRUPTION AND COVER COSTS, ARE EXPRESSLY WAIVED BY BUYER. JACK TYLER ENGINEERING SHALL NOT BE LIABLE FOR ANY LOSSES CAUSED DIRECTLY OR INDIRECTLY BY ANY DELAY IN THE DELIVERY OF PRODUCTS OR PERFORMANCE OF SERVICES EVEN IF CAUSED BY JACK TYLER ENGINEERING'S NEGLIGENCE.

13. Indemnification. To the maximum extent allowed by law, Buyer must defend and indemnify Jack Tyler Engineering and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including attorneys' fees) that Jack Tyler Engineering may incur or be obligated to pay as a result of (A) Buyer's negligence, use, ownership, maintenance, transfer, transportation or disposal of the Products; (B) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of the Products ordered by Buyer; (C) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing safety, labeling, packaging and labor practices; (D) Buyer's breach of the Agreement, and (E) Buyer's breach of any of the terms, conditions and requirements of the manufacturer of any components, controls, parts, products or materials.

14. Intellectual Property. All creations of Jack Tyler Engineering related its work and services which are or may become legally protectable or recognized as forms of intellectual property rights, including all works, whether registerable or not, in which copyright, design right or any form of intellectual property rights may exist, including, but not limited to all artistic expressions, innovations, inventions, improvements, literary works, marks, grants, designs, processes, methods, formulas, techniques, videotapes, audiotapes and computer programs, (all collectively referred to as "Intellectual Property"), which Jack Tyler Engineering either solely or jointly with Buyer conceives, makes or reduces to practice, are the absolute and sole property of Jack Tyler Engineering. No right, title or interest in such Intellectual Property are conveyed to Buyer unless agreed to in a separate, issue-specific, written agreement signed by a corporate officer of Jack Tyler Engineering.



15. Disputes. This Agreement shall be governed by Arkansas law and each provision herein must be interpreted in a manner which is valid thereunder. Unless Jack Tyler Engineering elects arbitration below, the Pulaski County Circuit Court of the State of Arkansas shall be the court of exclusive jurisdiction and venue over any disputes arising out of this Agreement, any such disputes must be commenced and maintained in the said Circuit Court, and Buyer expressly waives any right of removal to federal court pursuant to 28 U.S.C. §1441. Buyer further waives and agrees not to assert as a defense in any action, suit or proceeding relating to this Agreement any claim that (A) Buyer is not personally subject to the jurisdiction of the state and federal courts of Arkansas; (B) the venue of the action, suit or proceeding is improper, (C) the action, suit or proceeding is brought in an inconvenient forum, or (D) that the subject matter of this Agreement may not be enforced in or by the state or federal courts of the state of Arkansas. Jack Tyler Engineering may at its sole discretion elect to submit all disputes related to this Agreement to binding arbitration, administered by the Little Rock, AR office of the American Arbitration Association under its Construction Industry Arbitration Rules, and heard by a single arbitrator. An award rendered by such arbitrator shall be binding upon the parties and judgment on such award may be entered by any court of competent jurisdiction in the State of Arkansas as the exclusive courts of competent jurisdiction. This section shall not prohibit either party from seeking appropriate injunctive relief in the Arkansas Circuit Courts.

16. Photographs. Jack Tyler Engineering may photograph areas where its work is being performed and use same for advertising or promotional purposes.

17. Non-Solicitation. Buyer shall not recruit, hire, employ, contract or deal directly with any of Jack Tyler Engineering's employees, subcontractors or suppliers while Jack Tyler Engineering is performing its work or for a period of 12 months after the termination of the Agreement or conclusion of Jack Tyler Engineering's work without the prior written approval of Jack Tyler Engineering.

18. Taxes. All applicable federal, state or local sales, use, or excise taxes, and any tariffs, duties or surcharges which may be assessed are the sole responsibility of the Buyer and shall be in addition to the price or prices stated on the Quote and/or invoice unless otherwise stated. Jack Tyler Engineering shall have the right to add to the price of the Products invoice separately any such tax, tariff, duty or surcharge as may be imposed.

19. Successors and Assigns. This Agreement binds and inures to the benefit of Buyer and Jack Tyler Engineering and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligations or rights under this Agreement, without Jack Tyler Engineering's prior written consent.

20. Notices. Any notice or other communication regarding this Agreement must be in writing and delivered both by email and in one of the following manners: (A) personally delivered, (B) transmitted by facsimile (with a receipt acknowledgment), (C) transmitted by a recognized national courier service, or (D) mailed in registered or certified form, to the last known business address of the party to which notice or communication is being given.

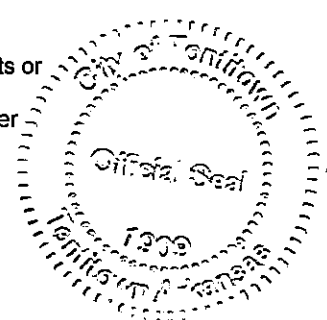
21. No Waiver. The waiver by Jack Tyler Engineering of any breach by Buyer of any provision of this Agreement may not be construed to be either a waiver of the provision itself or to the subsequent application or any other provision of this Agreement.

22. Severability. If any provision of this Agreement is held by a court to be invalid, the remaining provisions shall continue in full force and effect without being invalidated. If any provision is modified by a court, it shall be modified so as to carry out the intent of this Agreement, and any provisions so modified shall be fully enforced as modified.

23. Survival. The provisions of this Agreement which by their nature survive the termination of this Agreement or final completion thereof, including, without limitation, all warranty, indemnification and payment obligations, shall remain in full force and effect after final completion, cancellation or termination of this Agreement.

24. Headings. The headings used herein are for convenience of reference only and in no way define, limit or describe any provision of this Agreement.

25. Entire Agreement. Buyer has not signed this Agreement in reliance upon any promise, condition, or representation not contained within this Agreement, and this Agreement supersedes all prior and contemporaneous agreements, understandings, and negotiations. No waivers, modifications, amendments or changes to this Agreement, including, but not limited to the scope of work, parts, products, specifications, pricing or schedules set forth in the Quote, shall be deemed effective unless in writing and signed by Buyer and a corporate officer of Jack Tyler Engineering.





Greg Gaffney
Regional Sales Manager

PENTAIR FLOW TECHNOLOGIES
419-685-0293
Greg.gaffney@pentair.com
1101 Myers Parkway
Ashland OH 44805

November 6, 2024

To Whom it may Concern.

Re: Sole Source Representation
Jack Tyler Engineering
6301 S. University Ave.
Little Rock, AR 72209

This letter is to inform that Jack Tyler Engineering is the exclusive authorized Pentair Flow Technologies Myers distributor in the State of Arkansas. Their contract covers both new units and OEM repair parts for this region in the municipal market. Only companies such as Jack Tyler Engineering that are under contract with Pentair Flow Technologies are authorized to sell our products, OEM parts, and services. Please contact Pentair should you have any questions regarding specific locations for representation.

We thank you for your confidence in Pentair Myers products and we look forward to serving your requirements in the future through Jack Tyler Engineering.

Sincerely,

Greg Gaffney

Greg Gaffney
Regional Sales Manager

cc: Stephen Eoff

Jack Tyler Engineering

