



**City Council
Meeting Agenda
August 22, 2023
6:00 PM
Bentonville City Hall**

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

*If you would like to attend virtually, please register at the following link by 4:00 p.m. on August 22, 2023:

https://us02web.zoom.us/webinar/register/WN_sOxX7RPFRzyRGuePOLta8A

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: August 8, 2023

I. New Business

- | | |
|--|-------------------|
| 1. Public Hearing and Ordinance Vacating a Drainage Easement | Ordinance |
| Public hearing and approval of Ordinance vacating a Drainage Easement requested for Lot 18 of Rainbow Junction-Bentonville Subdivision (VAC23-0013). | |
| 2. Resolution adjusting the budget to accept 3 state Arkansas Aeronautical Grants | Resolution |

- Resolution authorizing the Mayor and City Clerk to accept 3 Arkansas Aeronautical state grants totaling Seven Hundred Thousand Dollars and adjusting the 2023 Budget for receipt of funds.
3. **Resolution Approving Work Order No. 4 with Garver for Construction Phase Services** **Resolution**
Resolution authorizing the Mayor and City Clerk to enter into Work Order No. 4 with Garver, LLC, in the amount of \$74,725.00, for construction phase services for hangar development at the Bentonville Municipal Airport. No budget adjustment is needed.
 4. **Ordinance Entering into an Agreement with Sy-Con for Airport Hangar Development** **Ordinance**
Ordinance waiving competitive bidding and authorizing an agreement with Sy-Con Excavation & Utilities, LLC, for infrastructure construction for hangar development at the Bentonville Municipal Airport, in an amount not to exceed \$935,478.000. No budget adjustment is needed.
 5. **Amend Resolution 9-13-22D to include Reimbursable Expenses for the Station 3 Project** **Resolution**
Approval of an amendment to Resolution 9-13-22D, approved at the September 13, 2022 Council Meeting, to include reimbursable expenses in the total Contract amount with Jackson, Brown, Palculict Architects. No Budget Adjustment is needed.
 6. **Use of a Co-Op Contract to purchase a budgeted speciality vehicle from LDV, INC.** **Resolution**
Approve a Resolution to purchase a Mobile Command Center (vehicle) from LDV, INC through the HGAC cooperative purchasing agreement and a Budget Adjustment for the difference between budgeted funds and final cost. A Budget Adjustment is needed to cover the overage.
 7. **Award Bid IFB-23-44 to Milestone Construction for Town Branch Park Renovation** **Resolution**
Resolution approving bid award IFB-23-44 to Milestone Construction, in the total amount of \$624,262.26, including a 10% contingency, for the purchase of materials, labor, and services to construct the renovations of Town Branch Park. Awarded to lowest bidder. A Budget Adjustment is needed.
 8. **Extra Work Authorization with CEI for Razorback Greenway** **Resolution**
Resolution to approve an Extra Work Authorization with CEI, in the amount of \$15,000.00, for additional construction observation on the Razorback Greenway project at BV Bypass / I49. No Budget Adjustment is needed.
 9. **Award Bid IFB-23-50 Memorial Parking Lot Maintenance Seal and Stripe** **Resolution**
Resolution to award Bid IFB 23-50 to Grant Garrett Excavating, Inc., in an amount not to exceed \$39,900.00, for line items 1 and 3 of the attached bid tabulation. No budget adjustment is needed.

II. Utility Board

1. **Award Bid IFB-23-52 for Underground and Overhead Wire of Various Sizes** **Resolution**
Resolution to award Bid IFB-23-52 to the lowest responsive bidders for various sizes of underground and overhead wire per the unit prices and estimated quantities attached, plus applicable taxes. Approved by Utility Board 5-0. A Budget Adjustment is not needed.
2. **Ordinance to Waive Bids to Order 3 Phase Transformers** **Ordinance**
Ordinance approval to waive competitive bidding to purchase 3 phase transformers from Arkansas Electric Cooperative, Inc., in an amount not to exceed \$261,147.00 plus applicable taxes. Approved by Utility Board 5-0. A Budget Adjustment is not needed. Providing for the Emergency Clause.
3. **Waiver of Bid to Eaton Corporation to Purchase Electric Meters until June 2024** **Ordinance**
Ordinance waiving the requirements of competitive bidding to purchase electric meters from Eaton Corporation on an as needed basis, from August 2023 to June 2024, at the per unit prices attached, plus applicable taxes. Approved by Utility Board 5-0. A Budget Adjustment is not needed. Providing for the Emergency Clause.
4. **Resolution to Adjust the Budget and Reconcile Electric Department Overtime Budget** **Resolution**
Resolution approving a Budget Adjustment to recognize revenue from invoices paid by North Little Rock and Conway Corp. for mutual aid events and apply to associated payroll expenses. Approved by Utility Board 5-0. A Budget Adjustment is needed to recognize funds.
5. **Hawkins-Weir Contract for Wastewater Treatment Capacity Feasibility Study Amendment 2** **Resolution**
Resolution authorizing the Mayor and City Clerk to amend the Professional Services Agreement with Hawkins-Weir Engineers, Inc. for the increased amount of \$6,163,600.00 for a total contract price of \$6,507,000.00. This request is to amend HWEI Project No. 2021037. This was approved by Utility Board 5-0. A Budget Adjustment is needed.
6. **Approval of Amendment 1 to Olsson Professional Services Agreement** **Resolution**
Resolution authorizing the Mayor and City Clerk to amend the Professional Services Agreement with Olsson for an increased amount of \$1,417,887.00 and adjusting the budget in amount \$1,417,887.00 to fund this request. The remaining balance will be funded from Utility fund reserve. Utility Board Approval 5-0. A Budget Adjustment is needed.

III. Planning

1. **Lot Split - Lots 1, 2, and 3 of Pabst Addition - 4229 SW Bright Road** **Ordinance**
The Planning Commission voted 7-0 recommending approval.
Ordinance accepting a lot split of unplatted section land and part of Lot 174 of Oxford Ridge Subdivision; Creating new Lots 1, 2, & 3 of Pabst Addition to the

City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0036) 4229 SW Bright Road.

2. **Property Line Adjustment - Lot 35, Block 2 of Clark's 2nd Addition - 306 SW 3rd Street** **Ordinance**

The Planning Commission voted 7-0 recommending approval.

Ordinance accepting a property line adjustment of existing Lots 21 & 22, of Block 2, Clark's 2nd Addition; Creating new Lot 35 of Block 2, Clark's 2nd Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0042) 306 SW 3rd Street.

3. **Rezone - R-1 to DN-1 - 303 NW H Street** **Ordinance**

The Planning Commission voted 7-0 recommending approval.

Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low-Density Single Family Residential to DN-1, Downtown Low-Density Residential; and for other purposes. (Project Number: RZ23-0057) 303 NW H Street.

Public Comments on Tonight's Agenda Items (Limited Public Forum)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

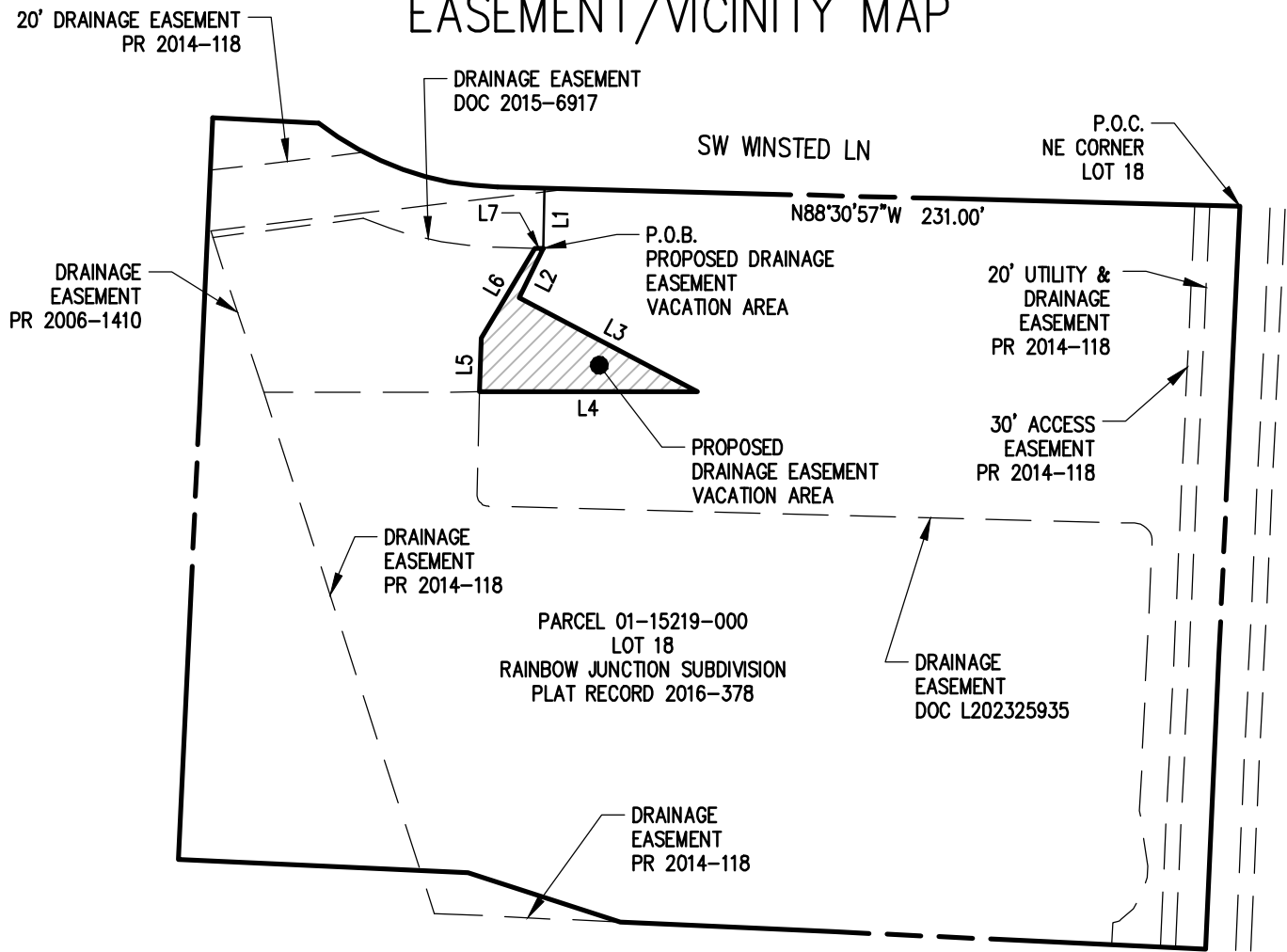
Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

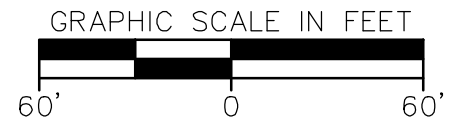
City Hall

305 SW A Street Bentonville, AR 72712

EASEMENT/VICINITY MAP



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S1° 29' 03"W	20.00'
L2	S25° 58' 29"W	18.15'
L3	S62° 09' 35"E	66.81'
L4	S89° 51' 21"W	72.26'
L5	N1° 29' 03"E	17.92'
L6	N31° 04' 07"E	34.85'
L7	S88° 30' 57"E	2.69'



NOTE:
THIS EASEMENT/VICINITY MAP IS A GRAPHICAL
REPRESENTATION OF THE EASEMENT VACATION DESCRIPTION,
AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PROJECT NO.: 21111700	
DRAWN BY:	DATE: 06/07/2023
SHEET: 1 OF 1	CHECKED:



Crafton Tull
architecture | engineering | surveying

901 N. 47th St, Suite 400
Rogers, Arkansas 72756
479.636.4838
www.craftontull.com

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ORDINANCE NO _____

**AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT LOT 18 OF
RAINBOW JUNCTION-BENTONVILLE SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC23-0013).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Crafton Tull asking the City Council to vacate a drainage easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

PART OF LOT 18 OF RAINBOW JUNCTION SUBDIVISION AS PER PLAT RECORD 2016-378 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18;
THENCE N88°30'57"W 231.00 FEET;
THENCE S01°29'03"W 20.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF A DRAINAGE EASEMENT AS DESCRIBED IN DOCUMENT 2015-6917;
THENCE ALONG THE EAST LINE THEREOF S25°58'29"W 18.15 FEET;
THENCE ALONG SAID EAST LINE S62°09'35"E 66.81 FEET TO THE SOUTHEAST CORNER OF SAID DRAINAGE EASEMENT;
THENCE ALONG THE SOUTH LINE THEREOF S89°51'21"W 72.26 FEET;
THENCE LEAVING SAID SOUTH LINE N01°29'03"E 17.92 FEET;
THENCE N31°04'07"E 34.85 FEET TO THE NORTH LINE OF SAID DRAINAGE EASEMENT;
THENCE ALONG SAID NORTH LINE S88°30'57"E 2.69 FEET TO THE POINT OF BEGINNING, CONTAINING 1335 SQUARE FEET, MORE OR LESS.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described drainage easement.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to drainage easement designated as follows:

PART OF LOT 18 OF RAINBOW JUNCTION SUBDIVISION AS PER PLAT RECORD 2016-378 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18;
THENCE N88°30'57"W 231.00 FEET;
THENCE S01°29'03"W 20.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING
THE NORTHEAST CORNER OF A DRAINAGE EASEMENT AS DESCRIBED IN
DOCUMENT 2015-6917;
THENCE ALONG THE EAST LINE THEREOF S25°58'29"W 18.15 FEET;
THENCE ALONG SAID EAST LINE S62°09'35"E 66.81 FEET TO THE SOUTHEAST
CORNER OF SAID DRAINAGE EASEMENT;
THENCE ALONG THE SOUTH LINE THEREOF S89°51'21"W 72.26 FEET;
THENCE LEAVING SAID SOUTH LINE N01°29'03"E 17.92 FEET;
THENCE N31°04'07"E 34.85 FEET TO THE NORTH LINE OF SAID DRAINAGE
EASEMENT;
THENCE ALONG SAID NORTH LINE S88°30'57"E 2.69 FEET TO THE POINT OF
BEGINNING, CONTAINING 1335 SQUARE FEET, MORE OR LESS.

Section 2: A copy of this Ordinance and Exhibit A, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the ____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted?	YES	NO	ITEM HAS NO COST	OTHER:
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Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s):

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



Michael Preston
SECRETARY OF COMMERCE

Jerry Chism
DIRECTOR
DIVISION OF AERONAUTICS

June 15, 2022

COMMISSIONERS

James "Jay" Brain
Rogers

Dr. Richard L. Dawe
Melbourne

Michael Hutchins
De Valls Bluff

Edward R. Sanders
Hot Springs

Lloyd Wofford
Jonesboro

Will Dawson
Clinton

Samuel Jackson
Blytheville

BENTONVILLE MUNICIPAL AIRPORT
ATTN: THE HONORABLE STEPHANIE ORMAN, Mayor
305 SW A Street
Bentonville, AR 72712
sOrman@bentonvillear.com

Dear Mayor Orman:

During June 15, 2022 meeting of the Arkansas Aeronautics Commission, an 80-20% Grant Request was approved for Bentonville Municipal Airport. The request approved provides funding in the amount of **\$250,000.00** for new taxilane, grading, and drainage for hangar development area.

This grant has been assigned Grant #4072-22 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** To avoid cancellation of the grant, notify us if circumstances beyond your control prevent completion within the allotted time.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Division's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

cc: State Senator Bart Hester; State Representative Jim Dotson

JC:kg

Arkansas Department of Commerce
Division of Aeronautics
Clinton National Airport/Adams Field
2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202
FLY.ARKANSAS.GOV



Michael Preston
SECRETARY OF COMMERCE

Jerry Chism
DIRECTOR
DIVISION OF AERONAUTICS

June 15, 2022

COMMISSIONERS

James "Jay" Brain
Rogers

Dr. Richard L. Dawe
Melbourne

Michael Hutchins
De Valls Bluff

Edward R. Sanders
Hot Springs

Lloyd Wofford
Jonesboro

Will Dawson
Clinton

Samuel Jackson
Blytheville

BENTONVILLE MUNICIPAL AIRPORT
ATTN: THE HONORABLE STEPHANIE ORMAN, Mayor
305 SW A Street
Bentonville, AR 72712
sOrman@bentonvillear.com

Dear Mayor Orman:

During June 15, 2022 meeting of the Arkansas Aeronautics Commission, a 90-10% Grant Request was approved for Bentonville Municipal Airport. The request approved provides funding in the amount of \$150,000.00 to install water line and utilities for future development area.

This grant has been assigned Grant #4073-22 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. *The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.*

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. *This project should be started immediately and completed within one year.* To avoid cancellation of the grant, notify us if circumstances beyond your control prevent completion within the allotted time.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Division's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

cc: State Senator Bart Hester; State Representative Jim Dotson

JC:kg

Arkansas Department of Commerce
Division of Aeronautics
Clinton National Airport/Adams Field
2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202
FLY.ARKANSAS.GOV



Hugh McDonald
SECRETARY OF COMMERCE

Jerry Chism
DIRECTOR
DIVISION OF AERONAUTICS

May 17, 2023

COMMISSIONERS

James "Jay" Brain
Rogers

Dr. Richard L. Dawe
Melbourne

Michael Hutchins
De Valls Bluff

Edward R. Sanders
Hot Springs

Lloyd Wofford
Jonesboro

Will Dawson
Clinton

Samuel Jackson
Blytheville

BENTONVILLE MUNICIPAL AIRPORT
ATTN: The Honorable Stephanie Orman
Mayor of Bentonville
305 SW A Street
Bentonville, AR 72712
sOrman@bentonvillear.com

Dear Mayor Orman:

During the May 17, 2023 meeting of the Arkansas Aeronautics Commission, an 80-20% Grant Request was approved for Bentonville Municipal Airport. The request approved provides funding in the amount of \$300,000.00 for Future Hangar Site Development & New Access Taxiway.

This grant has been assigned Grant #4149-23 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** To avoid cancellation of the grant, notify us if circumstances beyond your control prevent completion within the allotted time.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Division's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

cc: State Senator Jim Dotson; State Representative Mindy McAlindon

JC:kg

Arkansas Department of Commerce
Division of Aeronautics
Clinton National Airport/Adams Field
2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202
FLY.ARKANSAS.GOV

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ACCEPT THREE (3) STATE OF ARKANSAS AERONAUTICAL GRANTS,
IN THE TOTAL AMOUNT OF SEVEN HUNDRED THOUSAND DOLLARS
(\$700,000.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE AND
APPROPRIATE SAID FUNDS; AND FOR OTHER PURPOSES.**

WHEREAS, the Arkansas Department of Commerce Division of Aeronautics, awarded the City three (3) grants totaling seven hundred thousand dollars (\$700,000.00), for hangar development and related infrastructure;

WHEREAS, the grant amounts and matching portions are listed as follows:

Grant 1: \$250,000.00	80/20 matching
Grant 2: \$150,000.00	90/10 matching
Grant 3: \$300,000.00	80/20 matching

WHEREAS, a budget adjustment is needed to recognize and appropriate said funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into three (3) grant agreements with the Arkansas Department of Commerce Division of Aeronautics, in the total amount of seven hundred thousand dollars (\$700,000.00), for hangar development and related infrastructure;

Section 2: The 2023 Budget is adjusted to recognize seven hundred thousand dollars (\$700,000.00) of grant funds into Account #101650-3341 – State Operating Grant and appropriate the same to Account #101650-47390 – Improvement other than Building;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



**WORK ORDER NO. 04
CITY OF BENTONVILLE
VBT HANGAR DEVELOPMENT
CONSTRUCTION PHASE SERVICES
Garver Project No. 21A13192**

This WORK ORDER ("Work Order") is made by and between the **City of Bentonville** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 14, 2021 (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements at Bentonville Municipal Airport (VBT):

Construct a new hangar development area consisting of new taxilane pavement construction and utility infrastructure improvements on the west side of the airfield.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 See Exhibit A-04, attached.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.

1.2.6 Pay all plan review and advertising costs in connection with the project.

1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on a lump sum and cost plus fixed fee basis as shown in the following table.

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Redesign Services	\$2,000	LUMP SUM
Construction Phase Services	\$50,900	COST+FF
Materials Testing Services	\$19,625	COST+FF
Grant Closeout Services	\$2,200	LUMP SUM
TOTAL FEE	\$74,725	

Redesign and Grant Closeout Services

The lump sum amount to be paid under this Work Order is **\$4,200**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Construction Phase Services

The Owner will pay Garver at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these Services, plus payroll and general overhead costs of 191.01% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the Services, plus a fixed fee. Estimated cost of these Services, including the fixed fee is **\$50,900**. The actual total fee may not exceed this estimate without prior written approval from the Owner. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost plus ten percent (10%) for subcontract/subconsultant fees.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Materials Testing Services

The Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for materials testing services negotiated with Grubbs, Hoskyn, Barton, and Wyatt, as a subconsultant to Garver, which is estimated to be approximately \$17,000, plus an administrative markup of \$2,625 for a total fee of **\$19,625**.

Additional Services (Extra Work). For services not described or included in Section 1, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment.



SECTION 3 – EXHIBITS

3.1 The following Appendices are attached to and made a part of this Work Order:

- 3.1.1 Exhibit A-04 – Scope of Services
- 3.1.2 Exhibit B-04 – Manhour Tables
- 3.1.3 Exhibit C-04 – Project Exhibit

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF BENTONVILLE

GARVER

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Blake Roberson, P.E.
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Attest: _____

Attest: _____



EXHIBIT A-04 (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Hangar Development area at Bentonville Municipal Airport. Improvements will consist primarily of taxiway pavement construction and utility infrastructure improvements as shown in Exhibit C-04. More specifically, this Scope of Services includes the following professional engineering services:

- Redesign Services
- Construction Phase Services
- Materials Testing Services
- Grant Closeout Services

1. REDESIGN SERVICES

- 1.1. Garver will update the previously designed (under Work Order 01, dated March 17, 2022) construction drawings to align with the adjusted hangar development layout requested by Owner (two 90'x100' hangars adjacent to Taxiway A). Garver will update the design model to accommodate the adjusted hangar layout. All documents will be based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. These design updates shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions.

2. CONSTRUCTION PHASE SERVICES

- 2.1. During the construction phase of work, Garver will accomplish the tasks below.

- 2.2. Issued for Construction (IFC) Documents

- 2.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

- 2.3. Submittals

- 2.3.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.



2.4. Notice to Proceed & Preconstruction Meeting

2.4.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

2.5. Progress Meetings

2.5.1. As a minimum, Garver's Project Manager and Resident Project Representative (RPR) will attend bi-weekly progress meetings with the Owner and Contractor. It is expected that 6 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

2.6. Owner Coordination

2.6.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

2.7. RFIs

2.7.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

2.8. Progress Payments

2.8.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

2.9. Record Drawings

2.9.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Grant Closeout Services and final record drawings will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.



2.10. Change Orders

- 2.10.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

2.11. Final Inspection

- 2.11.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2.12. On-Site Resident Project Representative Services

- 2.12.1. Garver will provide part-time Resident Project Representative (RPR) services for the 75-calendar-day construction contract performance time. The proposed fee is based on approximately 10 hours per week during the construction contract performance time for the RPR, plus an additional one (1) week for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications. Garver will provide additional observation services for post-construction City inspections and punch list reviews (approximately 10 hours).

- 2.12.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Provide up to 8 hours of survey crew time for field checking quantities, contractor's layout, as-built verification, etc.



2.12.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3. MATERIALS TESTING SERVICES

3.1. Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with the Owner's requirements.

4. GRANT CLOSEOUT SERVICES

4.1. At the conclusion of construction, Garver will assist the Owner in submission of state grant close documents for the project.

5. PROJECT DELIVERABLES

5.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Issued for Construction Plans and Specifications to the Owner and Contractor.
 - Three hard copies to the Contractor
 - One copy to the Owner
- Approved submittals to the Contractor.
- Record Plans and Specifications to the Owner.
 - One hard copy to the Owner.
- Other electronic files as requested.

6. ADDITIONAL SERVICES

6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Design of any utility relocation beyond those included in the Issued for Construction Documents.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.



- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

7. SCHEDULE

- 7.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-04**City of Bentonville
VBT Hangar Development CPS****Redesign Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	C-2	AM-1
	hr	hr	hr	hr	hr	hr	hr
2. Civil Engineering							
Update Corridor Model			1	6			
Develop Final Plans				3			
Quality Control Review			2	1			
Subtotal - Civil Engineering	0	0	3	10	0	0	0

Hours	0	0	3	10	0	0	0
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SUBTOTAL - SALARIES:	\$563.43
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$1,076.21
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$49.49
Postage/Freight/Courier	\$50.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$99.49
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SUBTOTAL:	\$1,739.13
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$260.87
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TOTAL FEE:	\$2,000.00
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Exhibit B-04**City of Bentonville
VBT Hangar Development CPS****Construction Phase Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	C-2	2-Man Crew (Survey)
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Contractor			2	4			
Prepare and Distribute Notice To Proceed			1	2			
Prepare for Preconstruction Meeting			1				
Attend Preconstruction Meeting (3 people, virtual)			1	1		1	
Prepare and Distribute Preconstruction meeting minutes				1			
Prepare Contractor Pay Application (3 applications)			3	6			
Coordination with Inspector (2 hr/Week)			12	12			
Develop Submittal Log			1	6			
Prepare Change Orders			1	3			
Response to Contractor and RPR Inquiries			6	10			
Prepare for and Attend Virtual Progress Meetings (2 people, 6 meetings)			6			6	
Site Visits (4 trips, 2 people)			6	6			
Resident Project Representative Services (13 weeks @ 10 hr/week)						130	
City Inspection Coordination						10	
Shop Drawings/Submittal Review & Responses			6	20			
Final Inspection and Punchlist			2	8			
Punchlist Coordination			1	4			
Final Walkthrough			2	4			
As-Built Survey			2	2			8
Develop and Distribute Record Documents			4	8			
Subtotal - Civil Engineering	0	0	57	97	0	147	8

Exhibit B-04**City of Bentonville
VBT Hangar Development CPS****Construction Phase Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	C-2	2-Man Crew (Survey)
	hr	hr	hr	hr	hr	hr	hr
2. Electrical Engineering							
Submittal Log			1	1			
Change Orders			1				
Response to Contractor and RPR Inquiries			2				
Shop Drawings/Submittal Review & Responses			1	2			
Final Inspection and Punchlist			2				
Punchlist Coordination			1				
Final Walkthrough			2				
Develop Record Documents			1	1			
Subtotal - Electrical Engineering	0	0	11	4	0	0	0

Hours	0	0	68	101	0	147	8
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SUBTOTAL - SALARIES:	\$15,060.35
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$28,766.77
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$28.75
Postage/Freight/Courier	\$50.00
Travel Costs (45 trips @ 12 mi/trip)	\$355.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$433.75
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SUBTOTAL:	\$44,260.87
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$6,639.13
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TOTAL FEE:	\$50,900.00
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Exhibit B-04**City of Bentonville
VBT Hangar Development CPS****Materials Testing Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	C-2	AM-1
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination with Materials testing Firm			2	2			
Review Test Results			4	8			
Subtotal - Civil Engineering	0	0	6	10	0	0	0

Hours	0	0	6	10	0	0	0
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SUBTOTAL - SALARIES:	\$708.96
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$1,354.18
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$2.07
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$2.07
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SUBTOTAL:	\$2,065.21
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SUBCONSULTANTS FEE (GRUBBS):	\$15,000.00
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PROFESSIONAL FEE	\$2,559.78
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TOTAL FEE:	\$19,625.00
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Exhibit B-04**City of Bentonville
VBT Hangar Development CPS****Grant Closeout Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	C-2	AM-1
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
ADA Grant Closeout (3 grants)			3	12			
Subtotal - Civil Engineering	0	0	3	12	0	0	0

Hours	0	0	3	12	0	0	0
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SUBTOTAL - SALARIES:	\$647.01
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$1,235.85
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$30.18
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

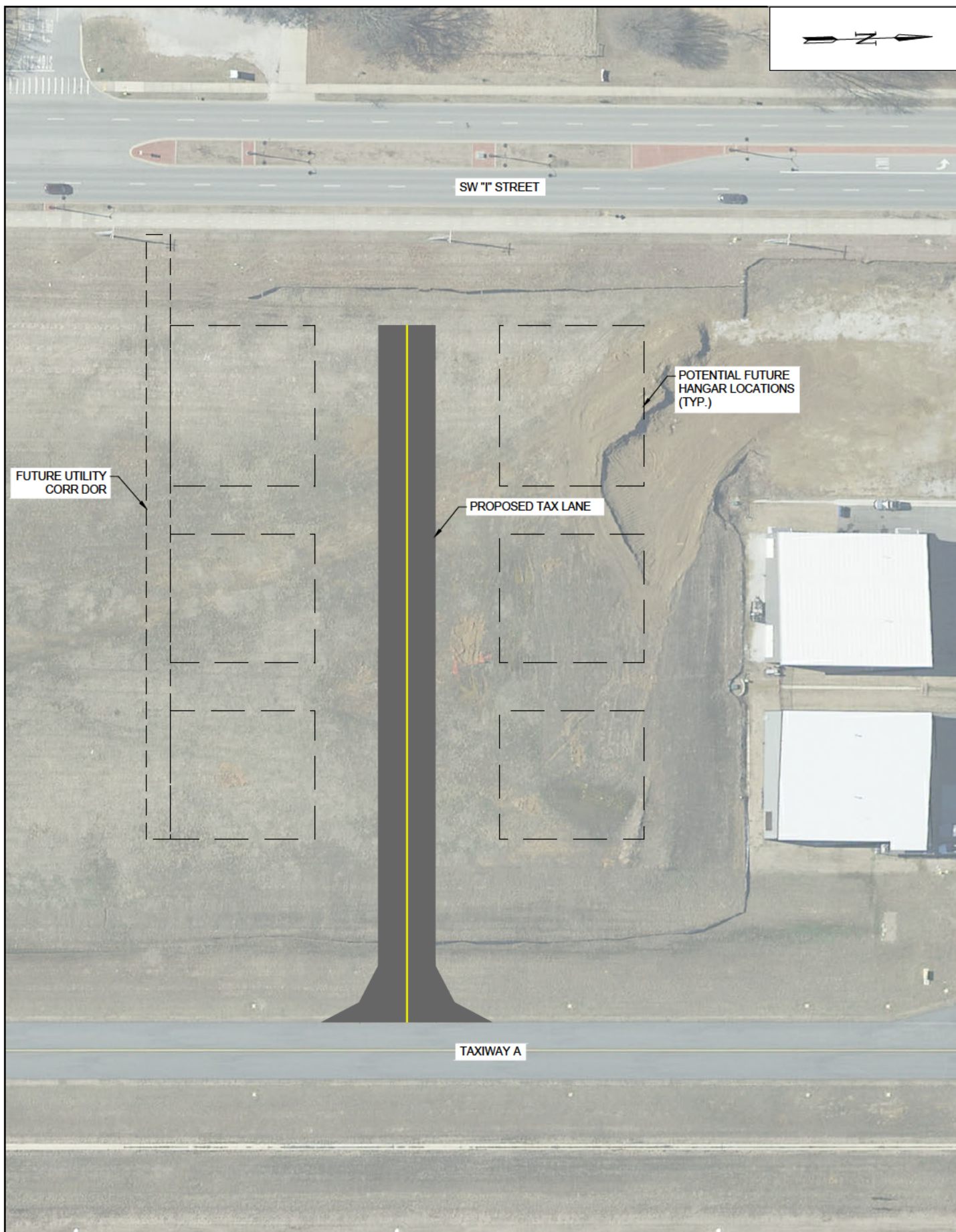
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$30.18
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SUBTOTAL:	\$1,913.04
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$286.96
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TOTAL FEE:	\$2,200.00
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4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758
(479) 257-9188

BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS



HANGAR DEVELOPMENT

TAXILANE EXHIBIT

FIGURE NUMBER
EXB

SHEET
NUMBER **1**

**CITY OF BENTONVILLE
VBT HANGAR DEVELOPMENT
NEGOTIATED BUDGET (TOTAL SCOPE - 6 HANGAR SPOTS)**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-111-1.1	Spot Dig and Verify Existing Utility Locations	LS	1	\$8,000.00	\$8,000.00
2	SS-111-1.2	8" DR-14 C-900 PVC Water Line	LF	850	\$153.00	\$130,050.00
3	SS-111-1.3	Connection to Existing Water Line	EA	2	\$5,000.00	\$10,000.00
4	SS-111-1.4	Ductile Iron Fittings	LB	600	\$42.00	\$25,200.00
5	SS-111-1.5	8" Gate Valve	EA	2	\$6,500.00	\$13,000.00
6	SS-111-1.6	Anchor Collar	EA	1	\$2,000.00	\$2,000.00
7	SS-111-1.7	Fire Hydrant Assembly	EA	4	\$9,000.00	\$36,000.00
8	SS-120-3.1	Construction Safety and Security	LS	1	\$6,000.00	\$6,000.00
9	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	\$5,000.00	\$5,000.00
10	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	\$5,000.00	\$5,000.00
11	SS-303-5.1	12" Aggregate Base Course (Class 7)	SY	2,100	\$18.00	\$37,800.00
12	SS-310-5.1	Temporary Airfield Lighting	LS	1	\$8,000.00	\$8,000.00
13	SS-407-5.1	ACHM Surface Course (1/2") (PG 70-22)	TN	430	\$210.00	\$90,300.00
14	SS-620-4.1	Seeding	AC	5.0	\$6,000.00	\$30,000.00
15	SS-624-5.1	Sodding	SY	670	\$9.00	\$6,030.00
16	SS-718-5.1	Reflective Pavement Markings	SF	300	\$20.00	\$6,000.00
17	C-102-5.1	Temporary Erosion Control	LS	1	\$16,000.00	\$16,000.00
18	C-105-6.1	Mobilization (Maximum 5% of Total Bid)	LS	1	\$36,480.00	\$36,480.00
19	P-152-4.1	Unclassified Excavation	CY	2,250	\$26.00	\$58,500.00
20	P-152-4.2	Unsuitable Excavation (Select Fill)	CY	2,770	\$56.00	\$155,120.00
21	P-152-4.3	Unsuitable Excavation (Stone Fill)	CY	1,385	\$60.00	\$83,100.00
22	D-701-5.1	12" Reinforced Concrete Pipe (Class III)	LF	83	\$110.00	\$9,130.00
23	D-701-5.2	12" Reinforced Concrete End Section	EA	2	\$1,000.00	\$2,000.00
24	D-705-5.1	4" Underdrain Pipe	LF	200	\$63.83	\$12,766.00
25	D-754-5.1	Concrete Ditch Paving	SY	170	\$160.00	\$27,200.00
26	T-905-5.1	Topsoil (Obtained on Site; 4" Thickness)	SY	19,100	\$3.00	\$57,300.00
27	L-108-5.1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	LF	400	\$40.00	\$16,000.00
28	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	300	\$30.00	\$9,000.00
29	L-108-5.3	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth	LF	200	\$35.00	\$7,000.00
30	L-110-5.1	Concrete Encased Electrical Conduit, 1-Way 2-inch C	LF	100	\$80.00	\$8,000.00

31	L-110-5.2	Non-Encased Electrical Conduit, 1-Way 2-inch C	LF	200	\$17.50	\$3,500.00
32	L-125-5.1	L-861T(L) Base Mounted LED Taxiway Edge Light, Installed	EA	3	\$5,334.00	\$16,002.00

Total As-Bid Construction Cost **\$935,478.00**

ADMINISTRATION COSTS (ADVERTISEMENT)

\$861.93

ARCHITECTURAL ENGINEERING BASIC FEES

Survey Services	\$4,700.00
Geotechnical Services	\$8,500.00
Design Services	\$24,200.00
Bidding Services	\$4,100.00
Bid Package Development (Repackage)	\$5,700.00
Bidding Services (Repackage)	\$4,300.00

TOTAL ARCHITECTURAL ENGINEERING BASIC FEES **\$51,500.00**

PROJECT INSPECTION FEES (CONSTRUCTION)

Redesign Services	\$2,000.00
Construction Phase Services	\$50,900.00
Materials Testing Services	\$19,625.00
Grant Closeout Services	\$2,200.00

TOTAL PROJECT INSPECTION FEES (CONSTRUCTION) **\$74,725.00**

TOTAL PROJECT COST

\$1,062,564.93

PROJECT FUNDING

Arkansas Department of Aeronautics (80%, \$250,000 MAX)	\$250,000.00
Arkansas Department of Aeronautics (90%, \$150,000 MAX)	\$150,000.00
Arkansas Department of Aeronautics - Additional (80%, \$300,000 MAX)	\$300,000.00
City of Bentonville (20% MIN.)	\$362,564.93
TOTAL PROJECT FUNDING	\$1,062,564.93

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO WORK ORDER NO. 04 WITH GARVER, LLC., FOR
CONSTRUCTION PHASE SERVICES AT THE BENTONVILLE
MUNICIPAL AIRPORT, IN AN AMOUNT NOT TO EXCEED
SEVENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-FIVE
DOLLARS (\$74,724.00); AND FOR OTHER PURPOSES.**

WHEREAS, Work Order No. 04, with Garver Engineering, is needed for construction phase services on the hangar development project and related infrastructure; and

WHEREAS, this Work Order is funded by previously accepted State grant monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into Work Order No. 04 with Garver LLC, in an amount not to exceed seventy-four thousand seven hundred twenty-five dollars (\$74,725.00), for construction phase services on the hangar development project and related infrastructure;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

010400 - PROPOSAL

The Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule(s).

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Bentonville Municipal Airport
VBT Hangar Development

CITY OF BENTONVILLE
VBT HANGAR DEVELOPMENT
NEGOTIATED BUDGET (TOTAL SCOPE - 6 HANGAR SPOTS)

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-111-1.1	Spot Dig and Verify Existing Utility Locations	LS	1	\$8,000.00	\$8,000.00
2	SS-111-1.2	8" DR-14 C-900 PVC Water Line	LF	850	\$153.00	\$130,050.00
3	SS-111-1.3	Connection to Existing Water Line	EA	2	\$5,000.00	\$10,000.00
4	SS-111-1.4	Ductile Iron Fittings	LB	600	\$42.00	\$25,200.00
5	SS-111-1.5	8" Gate Valve	EA	2	\$6,500.00	\$13,000.00
6	SS-111-1.6	Anchor Collar	EA	1	\$2,000.00	\$2,000.00
7	SS-111-1.7	Fire Hydrant Assembly	EA	4	\$9,000.00	\$36,000.00
8	SS-120-3.1	Construction Safety and Security	LS	1	\$6,000.00	\$6,000.00
9	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	\$5,000.00	\$5,000.00
10	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	\$5,000.00	\$5,000.00
11	SS-303-5.1	12" Aggregate Base Course (Class 7)	SY	2,100	\$18.00	\$37,800.00
12	SS-310-5.1	Temporary Airfield Lighting	LS	1	\$8,000.00	\$8,000.00
13	SS-407-5.1	ACHM Surface Course (1/2") (PG 70-22)	TN	430	\$210.00	\$90,300.00
14	SS-620-4.1	Seeding	AC	5.0	\$6,000.00	\$30,000.00
15	SS-624-5.1	Sodding	SY	670	\$9.00	\$6,030.00
16	SS-718-5.1	Reflective Pavement Markings	SF	300	\$20.00	\$6,000.00
17	C-102-5.1	Temporary Erosion Control	LS	1	\$16,000.00	\$16,000.00
18	C-105-6.1	Mobilization (Maximum 5% of Total Bid)	LS	1	\$36,480.00	\$36,480.00
19	P-152-4.1	Unclassified Excavation	CY	2,250	\$26.00	\$58,500.00
20	P-152-4.2	Unsuitable Excavation (Select Fill)	CY	2,770	\$56.00	\$155,120.00
21	P-152-4.3	Unsuitable Excavation (Stone Fill)	CY	1,385	\$60.00	\$83,100.00
22	D-701-5.1	12" Reinforced Concrete Pipe (Class III)	LF	83	\$110.00	\$9,130.00
23	D-701-5.2	12" Reinforced Concrete End Section	EA	2	\$1,000.00	\$2,000.00
24	D-705-5.1	4" Underdrain Pipe	LF	200	\$63.83	\$12,766.00
25	D-754-5.1	Concrete Ditch Paving	SY	170	\$160.00	\$27,200.00
26	T-905-5.1	Topsoil (Obtained on Site; 4" Thickness)	SY	19,100	\$3.00	\$57,300.00
27	L-108-5.1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	LF	400	\$40.00	\$16,000.00
28	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	300	\$30.00	\$9,000.00
29	L-108-5.3	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth	LF	200	\$35.00	\$7,000.00
30	L-110-5.1	Concrete Encased Electrical Conduit, 1-Way 2-inch C	LF	100	\$80.00	\$8,000.00

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Bentonville Municipal Airport**VBT Hangar Development**

31	L-110-5.2	Non-Encased Electrical Conduit, 1-Way 2-inch C	LF	200	\$17.50	\$3,500.00
32	L-125-5.1	L-861T(L) Base Mounted LED Taxiway Edge Light, Installed	EA	3	\$5,334.00	\$16,002.00
Total As-Bid Construction Cost						<u>\$935,478.00</u>

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010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, _____, by and between
Sy-lon Excavation & Utilities, LLC a Corporation
organized and existing under the laws of the State of Arkansas hereinafter called the
"Contractor", and City of Bentonville, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **VB T Hangar Development** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the SPECIAL PROVISIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within seventy-five (75) consecutive calendar days thereafter (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as disincentives, the amount specified in SPECIAL PROVISIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, disincentives shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. Executed Agreement
- b. Addenda (if any)
- c. Proposal
- d. Performance and Payment Bonds
- e. General Provisions
- f. Special Provisions
- g. Technical Specifications
- h. Supplemental Specifications
- i. Drawings
- j. Certificates of Insurance and Insurance Policies

This Contract together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

Bentonville Municipal Airport
VBH Hangar Development

ARTICLE 5. Surety. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of the Project, and shall comply with applicable state laws.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three (3) counterparts, each of which shall be considered an original on the day and year first written.

ATTEST: Christopher Martin

Sy-Lon Excavation & Utilities
(Contractor)
By Sy Kirby

Title: CEO-President.

261 N Hwy 62
(Street)

Rogers, Ar
(City)

(Owner)

ATTEST: _____ By _____

Title: _____
(Print the names underneath all signatures)

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE CONSTRUCTION OF HANGAR INFRASTRUCTURE AND DEVELOPMENT AT THE BENTONVILLE MUNICIPAL AIRPORT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SY-CON EXCAVATION & UTILITIES, FOR SAID PURPOSE, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-EIGHT DOLLARS (\$935,478.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Municipal Airport desires to proceed forward with hangar development and infrastructure, for which State grant funds were awarded;

WHEREAS, this project was previously bid with responses well over the funding amount; and

WHEREAS, this agreement will be funded with budgeted ARPA funds and State grant monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Sy-Con Excavation & Utilities, LLC, for infrastructure construction for hangar development at the Bentonville Municipal Airport, in an amount not to exceed nine hundred thirty-five thousand four hundred seventy-eight dollars (\$935,478.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for hangar infrastructure construction at the Bentonville Municipal Airport;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 42 of 142

RESOLUTION NO. 9-13-22 D

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF THIRTY-EIGHT THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND SEVENTY CENTS (\$38,815.70); FROM ACCOUNT #2020-47420, CAPITAL VEHICLE, TO ACCOUNT #2020-47210, CAPITAL BUILDING, IN ORDER TO FUND ADDITIONAL ARCHITECT COSTS FOR THE FIRE DEPARTMENT STATION 3 PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, a budget adjustment in the amount of thirty-eight thousand eight hundred fifteen dollars and seventy cents (\$38,815.70) is necessary in order to fund additional architectural costs for Fire Department Station 3 renovations; and

WHEREAS, this budget adjustment will be made with a transfer of funds from Fire Department Capital Vehicle to Fire Department Capital Buildings.

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

Section 1: The 2022 Budget is amended to appropriate thirty-eight thousand eight hundred fifteen dollars and seventy cents (\$38,815.70) as noted below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	47420	Capital Vehicle		\$ (38,815.70)
102020	47210	Capital Building		\$ 38,815.70
Totals			\$ -	\$ -
Net Impact on Fund Balance			\$	-

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS 13 DAY OF SEPTEMBER, 2022.

ATTEST:

KIRBY ROMINES, CITY CLERK

APPROVED:

STEPHANIE ORMAN, MAYOR

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 9-3-22D TO INCLUDE REIMBURSABLE EXPENSES FOR THE STATION 3 PROJECT, IN THE APPROXIMATE AMOUNT OF TWO THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS AND SEVENTY-THREE CENTS (\$2,952.73); AND FOR OTHER PURPOSES.

WHEREAS, Resolution 9-3-22D, approved at the September 13, 2022 Council Meeting, authorized a budget adjustment to fund architectural costs for Fire Department 3 renovations;

WHEREAS, reimbursable expenses were inadvertently left off the approved budget adjustment in the above Resolution; and

WHEREAS, this Resolution should be amended to include reimbursable expenses for the Station 3 Project.

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

Section 1: Resolution 9-13-22D, is hereby amended to include reimbursable expenses in the approximate amount of two thousand nine hundred fifty-two dollars and seventy-three cents (\$2,952.73);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
----------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman
FROM: Ray Shastid, Chief of Police
DATE: August 22, 2023
SUBJECT: Public Safety and City Command Post Purchase

In 2021, the police department and fire department entered into discussions of purchasing a mobile command center to enhance public safety for the City of Bentonville. As the city continues to grow, additional and new specialized vehicles are needed to meet the demands and industry standards for a city of our size. The addition of a mobile command unit for a city allows departments to provide on-site communication, a location for unified command, along with coordinated control during a critical incidents, emergency, or special event.

Maintenance, storage and repairs will be by the Bentonville Police Department. Specific usage includes crime scene and evidence processing, large scale events or multi-day festivals, long term scene security or surveillance, tactical negotiations, search and rescue scenes, monitoring criminal or emergency situations over several hours or days, and at the basic level provide a shelter or temporary place for public safety workers.

This resolution is to award a bid for the purchase a Mobile Command Center (vehicle) from LDV Inc through the HGAC cooperative purchasing agreement (contract No: AM10-20). The total contract pricing for the vehicle, as specified, is \$931,022.00 with anticipated delivery January 2025. The police department and fire department budgeted \$450,000 each (total \$900,000) based on pricing estimated in 2021-2022.

Police Impact Fees are authorized to be used for the purchase of new vehicles such as this. A budget adjustment in the amount of \$31,022.00 for the use of Police Impact Fee funds to be transferred into the capital vehicle account (#102010-47420) is also being requested.



180 Industrial Drive
Burlington, WI 53105 USA
Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

**BENTONVILLE PD (AR)
MOBILE COMMAND CENTER**

LDV PROPOSAL # C36MCC-35619-23

~~JUNE 2, 2023~~
~~JUNE 14, 2023 REV1~~
JULY 6, 2023 REV2



180 Industrial Drive
Burlington, WI 53105 USA
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www.ldvusa.com

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180 Industrial Drive
Burlington, WI 53105 USA
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Direct: +1 (262) 763-0147
www.ldvusa.com

PRICING PAGE: (HGAC contract AM10-20)

Total price per unit as specified, FOB Origin	\$991,540.00
Discount amount	-\$64,450.00
HGAC discounted price for 1 unit as specified	\$927,090.00

Contract Administration Fee - HGAC	\$1,000.00
HGAC discounted price for 1 unit as specified with Contract Admin Fees	\$928,090.00
Delivery charge to Bentonville, AR	\$2,932.00

Total price per unit	\$931,022.00
-----------------------------	---------------------

Delivery terms: Ask your Sales Representative.

Payment Terms: Net 30.

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.

Item	Qty	
1.00		<u>CHASSIS/BODY DIMENSIONS:</u> 26' dry van • Cab-to-Axle 200" • Wheelbase of chassis: 265" • Overall length of apparatus: 445" • Overall apparatus width, rub rail to rub rail: 102" • Overall height of apparatus (loaded): 148" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 312" • Interior raw body width: 99" • Interior finished body width: 87" Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.
2.00		<u>CHASSIS:</u>
2.01	1	Freightliner M2 106 conventional single rear axle truck chassis. 33,000-lb. GVWR with rear air ride suspension and air brakes. <u>ENGINE:</u> • Cummins B6.7 300 hp @ 2600 rpm, 2600 gov rpm, 660 lb/ft @ 1600 rpm <u>ENGINE EQUIPMENT:</u> • 2010 EPA/CARB/final GHG17 emission certification • 2008 CARB emission certification - clean idle • 12v 240 amp pad mount pad alternator • (2) Group 31, 12 volt maintenance free 2250 CCA threaded stud batteries • 18.7 CFM compressor with internal safety valve • GVG, fire and emergency service vehicles engine warning • Exhaust brake integral with variable geometry turbo • RH inboard frame mounted horizontal aftertreatment system with horizontal tailpipe • Antifreeze to -34F, OAT (nitrite and silicate free) extended life coolant • Gates blue stripe coolant hoses or equivalent • 1000 watt/115 volt block heater <u>TRANSMISSION:</u> • Allison 2500 EVS automatic transmission with PTO provision <u>TRANSMISSION EQUIPMENT:</u> • Magnetic plugs, engine drain, transmission drain, axle fill and drain • T-handle cable shift control, dash mounted • Transmission oil check and fill • Synthetic transmission fluid (TES-295 compliant) <u>FRONT AXLE AND EQUIPMENT:</u> • 13,300# drop single front axle • 16.5x5 Q+ cast spider cam front brakes, double anchor, fabricated shoes • Fire and emergency severe service, non-asbestos front lining • Automatic front slack adjusters

Item	Qty	
		• Front oil seals • Cast iron front brake drums • Power steering • Synthetic 75W-90 front axle lube <u>FRONT SUSPENSION:</u> • 13,300# dual taperleaf front suspension • Front shock absorbers and • Front swaybar <u>REAR AXLE EQUIPMENT:</u> • 21,000# R-series single rear axle • 6.14 rear axle ratio • 16.5X7 Q+ cast spider cam rear brakes, double anchor, fabricated shoes • Fire and emergency severe service non-asbestos rear brake lining • Rear oil seals • Automatic rear slack adjusters • Synthetic 75W-90 rear axle lube <u>REAR SUSPENSION:</u> • 23,000# rear suspension with chain clearance • High position ride height • Manual dump valve for air suspension with indicator light, without gauge • Dual air rear suspension leveling valves • Rear shock absorbers - one axle (air ride suspension) <u>BRAKE SYSTEM:</u> • Air brake package • 4S/4M ABS <u>FRAME:</u> • 7/16" X 3-9/16" X 11-1/8" steel frame, 120KSI <u>CHASSIS EQUIPMENT:</u> • Three-piece 14 inch chromed steel bumper with collapsible ends • Front tow hooks - frame mounted • Bumper mounting for single license plate <u>FUEL TANKS:</u> • 50 Gallon/189 liter rectangular aluminum fuel tank – RH • 50 Gallon/189 liter rectangular aluminum fuel tank – LH • Polishing of fuel/hydraulic tank(s) with painted bands • Fuel tank(s) forward • Polished stainless steel step finish • High temperature reinforced nylon fuel line <u>TIRES:</u> • Michelin X line energy Z 315/80R22.5 20 ply radial front tires • Michelin X Multi D 275/80R22.5 14 ply radial rear tires <u>WHEELS:</u> • Alcoa 22.5X9.00 10-hub pilot aluminum front wheels • Alcoa 22.5X8.25 10-hub pilot aluminum rear wheels

Item	Qty	
		<u>CAB EXTERIOR:</u> • 106" BBC flat roof aluminum conventional cab • Rubber cab mounts • Non-removable bug screen mounted behind grille • LH and RH exterior grab handles with single rubber insert • Hood mounted chromed plastic grille • Door locks and ignition switch keyed the same • Dual west coast bright finish heated mirrors with LH and RH remote • LH and RH 8" bright finish convex mirrors mounted under primary mirrors • RH down view mirror • Omit rear window • Tinted door glass LH and RH with tinted non-operating wing windows, and tinted windshield • RH and LH electric powered windows <u>CAB INTERIOR:</u> • Heater, defroster and air conditioner • Heavy duty air conditioner compressor • Dome door activated LH and RH, dual reading lights, forward cab roof • LH and RH electric door locks • (1) 12 volt power supply in dash • Premium high back air suspension driver seat with 2 chamber air lumbar, integrated cushion extension, tilt, adjustable shock • Premium high back air suspension passenger seat with 2 chamber air lumbar, integrated cushion extension, tilt, adjustable shock • Dual driver and passenger seat armrests • LH and RH integral door panel armrests • 3 point high visibility orange retractor driver and passenger seat belts • Adjustable tilt and telescoping steering column <u>INSTRUMENTS & CONTROLS:</u> • 97 dB backup alarm • Odometer/trip/hour/diagnostic/voltage display: 132X48, 28 warning lamps and data linked • AM/FM/WB radio with Bluetooth and USB and auxiliary inputs • Electronic 3000 rpm tachometer • One valve parking brake system with shifter controlled autopark and warning indicator
2.02		<u>CHASSIS WARRANTY:</u> • Two (2)-year/unlimited miles Freightliner M2 chassis warranty. • Two (2)-year/100,000 mile Cummins engine warranty. • Five (5)-year/unlimited miles Allison transmission warranty.
2.03	1	Federal Signal Back-up alarm model 210331.
2.04	1	Block heater shall be controlled through the Intel-I-Touch™ multiplex control screen.
2.05	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
2.06	1	Stainless steel wheel liners with braided stainless steel valve stem extenders.

Item	Qty	
3.00		BODY:
3.01	1	• Load space area shall be 83" high x 99" wide x 26' long custom all aluminum dry van body with the following: • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" deep x 1.5" wide, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture. • NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125 extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams shall be continuous welded. Perimeter of roof shall be chemically sealed. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Full width 12" deep heavy-duty aluminum rear bumper, painted to match the body. • Full length skirting below floor. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. Note: Specifications are from body manufacturer and are subject to change without notice.
3.02	1	Crawl through access from cab to body, finished with fabric/carpet that matches cab interior.
3.03	1	Rear underbody skid bar. Protects rear bumper and skirts from possible damage caused by steep grades. Includes: • 3 1/2" steel tube across the width of the vehicle mounted to the frame with steel channel and supported diagonally from the ends to the frame mounts • Steel tube is capped on the ends and mounted just below the skirting
3.04	1	Interior heavy-duty knurled aluminum grab handle with chrome plated stanchions, installed at entry door.
3.05	1	Wire one of the overhead lights to function as a courtesy light when the entry door is opened.
3.06	1	Courtesy light defeat in Intel-I-Touch™ multiplex control screen. Each entry door courtesy light will be automatically deactivated where the corresponding room has the overhead lighting set to night mode.

Item	Qty	
3.07	1	Pull out aluminum stairs encased in a narrow profile cassette installed below floor line, eliminating the need for an interior stepwell. Includes exterior fold out handrail.
3.08	1	Whelen Stop/Turn/Tail/Backup light set. Includes two of each of the following: • Whelen M6FCV4 polished chrome vertical housings for four M6 series lighthoods. The fourth light head will be an emergency flasher as specified in the DC Emergency Lighting section. • Whelen M6 series LED arrow shaped amber turn signal, model number M62T. • Whelen M6 series LED brake/tail light heads, model number M62BTT. • Whelen M6 series LED back-up light heads, model number M62BU.
3.09	1	Cast Products LP0004-1-B aluminum license plate mounting frame with LED light.
3.10	1	Entire underside shall be undercoated. Includes floor extrusions, step wells and aluminum compartments.
3.11	1	LDV rear mud flaps. Includes anti-sail brackets when required.
3.12	2	Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. Features: • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. NOTE: Slide out up to 112" length x 30" deep (full extension of 26").
3.13		Ignition Interlock to prevent vehicle from starting when any of the external extension devices are deployed.
3.14	4	Flashing warning light for slide out. NOTE: Amber LED color.
4.00		<u>PAINT / GRAPHICS:</u>
4.01		Body paint base color shall be White nonmetallic single stage paint from the roof line down, oven baked and painted to commercial truck standards.
5.00		<u>CUSTOMER INTERIOR:</u> • Wall Covering Front/Rear rooms: Chrome carpet • Bulkheads: Chrome carpet or Silver Smooth FRP • Pocket door covering - Wilsonart laminate Satin Stainless 483 • Control console cabinet – Charcoal Gray Texture Powder Coated • Ceiling: - o Center (ductwork) #HAT2-C0111 Charcoal Gray Texture Powder Coated - o Outside Silver Mist carpet - o Trim: #HAT2-C0111 Charcoal Gray Texture Powder Coated • Floor Covering: #150 Onyx PVC Flooring

Item	Qty	
		• Office Chairs: Black • Cabinets: #HAT2-C0111 Charcoal Gray Texture Powder Coated Aluminum with anodized trim. • Powdercoat color for slideout valance and interior door panel - o #HAT2-C0111 Charcoal Gray Texture Powder Coated • Vinyl/fabric coverings: - o Seat bottom to be stock Black Vinyl. - o Seat back to be Ultraleather Dwell 570-5635 Basalt back • Counters and Tables: #4879-38 Steel Mesh Laminate with GRAY T-molding Note: Manufacturer reserves the right to substitute equivalent materials.
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01	1	Custom fabricated console in cab, for locating siren controller, police radio and/or other controls as specified elsewhere in this document.
6.02	1	Color back up camera system with 7" LCD monitor and day/night camera. Camera includes a microphone for audio commands from a spotter to the driver during backing operations.
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.02		Cover sub wall with ribbed loop pile carpet. NOTE: Front/Rear rooms
7.03		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. • Cover interior roof beams with 1/2" plywood. • Modular panel design allows for manageable future additions and repairs. • Plywood Panels covered in acoustical fabric.
7.04		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
7.05		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.06		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
7.07	1	Flush pocket door covered in laminate, installed on heavy-duty aluminum c-channel track with two (2) three-wheel roller trucks and soft open/close feature. Pocket door shall have recessed handle and magnetic closure to keep the door open/closed.
7.08		All bulkheads shall be covered with materials to match walls. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.09	1	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle. NOTE: Interior window covering will be a mini blind.

Item	Qty	
8.00		<u>GALLEY:</u>
8.01	1	Microwave oven. Sharp 1.1 cu.ft. 1000-watt Model SMC1131CB.
8.02	1	Norcold NR751B AC and DC powered refrigerator with the following features: • 2.7 cu. ft. capacity. • Freezer shelf for ice cube tray. • Door bin holds 2-liter containers. • Integrated door latch. • 120/230Vac 50/60 Hz and 12/24 Vdc
9.00		<u>SEATING:</u>
9.01	9	Space Air Grid office chair 5560 black with armrests, five caster spider base, and adjustable height.
9.02	3	Securement strap with buckle installed under counter to secure office chair.
9.03	6	Chair restraint bracket black powder coat aluminum.
9.04		Fabricate and install flip-down bench seating as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. Bottom seat cushion will be installed on Zico Quic-Seat® fold down spring loaded seat brackets.
9.05		<u>BENCH SEAT REQUIREMENTS:</u> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
10.00		<u>CABINETS:</u>
10.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up with gas spring lift supports.
10.02		Radius edging incorporated as design permits.
10.03	6	Dry erase writing surface on overhead cabinet door.
10.04	4	LED light with on/off switch, mounted under overhead cabinet. NOTE: One (1) per workstation [Qty.2], (1) stand up workstation curbside and one (1) in galley
10.05	5	Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required. NOTE: (1) Rear room SS, (1) Rear room CS, (2) Front room bulkheads, (1) Front room front wall

Item	Qty	
10.06	3	FRP shelf up to 36" wide with 2" lip at front edge.
10.07		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
10.08		Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.09		Conference table covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.10	1	Powder coated 0.125" aluminum conference table base.
10.11	2	Computer cable pass-thru grommet in counter or conference table. Satin nickel 2-1/2" two-piece metal desk grommet - 3" overall diameter. NOTE: Conference table above outlets in the table base
10.12	1	Install a key display board inside overhead cabinet and clearly tag all keys for the vehicle as to their purpose.
10.13		Custom fabricated console to house electrical distribution components and control panels.
11.00		<u>HVAC SYSTEM:</u>
11.01	3	Ducted low profile rooftop air conditioner controlled through multiplex control system. Includes: • 13,500 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 6,000 Btu/hr heat strip • Louvered Ceiling Vents, as required
11.02	1	Low profile rooftop air conditioner controlled through multiplex control system. Includes: • 13,500 nominal Btu/hr air conditioner with condensate pump. • Ceiling assembly with 6,000 Btu/hr heat strip • Wall mounted thermostat
11.03	1	Broan model 174 wall mount 5,120 Btu/hr electric heater.
11.04	1	Broan model 112 kick space mount 5,120 Btu/hr electric heater. Located as shown on drawing.
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	Power Tech 25-kW 120/240Vac liquid-cooled diesel generator with air bag mounts installed in a custom fabricated compartment. Generator features: • Tier 4F Emissions • USTC Certified Manufacturer • Warranty: 2 years from date of purchase, or 3000 hours whichever comes first, or 36 months from the date of manufacture. • Four point air bag mounting system • Four-cycle water cooled diesel engine • Radiator cooled, direct mounted • High-coolant temp and low oil pressure shutdown sensors • Spin-on fuel and oil filter • Single side service • Typical Gallon Per Hour fuel consumption: 25% load = 0.51, 50% load = 1.01, 100% load = 2.03 Compartment shall be constructed to the following specifications:

Item	Qty	
		• 0.187" aluminum with all welded seams. • 2" deep 0.125" aluminum box pan doors and 0.125" aluminum frames. • Door frames riveted to the body and welded to the compartments. • Stainless steel door hinges attached with stainless steel machine screws. • Flush mounted door handles with slam latches. • 0.100" aluminum treadplate panels on interior door surfaces. • Gas charged lift/support cylinders to hold doors open at 90°. • Industrial grade neoprene gasket door seals. NOTE: Generator exhaust shall be routed to the street side of the vehicle.
12.02	1	ACData surge suppressor for protection of entire AC power system. Product features: • UL listed: UL1449 3rd Edition • LED visual verification of status
12.03	1	LDV exclusive Intel-I-Touch™ vehicle automation control system. A multiplexed vehicle automation system must be incorporated into a common touch screen(s) that is custom programmed to monitor and control onboard systems as described throughout the specifications. The automation system software must allow simultaneous distribution of information to multiple onboard control/monitoring stations and the software must be updateable and configurable as required. This system is mandatory as it simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and includes error detection protocols and troubleshooting features. Features include: • One (1) 10" LCD touch screen with custom graphics for control and monitoring systems • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Interior and exterior lighting control • Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks • Battery saver feature • Generator Service Alerts The system must be completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification System capability is not to be achieved with use of multiple monitoring systems designed for specific use i.e. water monitors, battery monitors etc.

Item	Qty	
12.04	1	Additional 10" LCD touch screen with custom graphics for control and monitoring systems. All touch screens provide complete control and monitoring of vehicle systems. NOTE: Front cab console
12.05	1	3" Touch panel for dedicated local control and monitoring of specific vehicle automation system features. Includes control layout and indicators where applicable. NOTE: Exterior TV compartment
12.06	2	3" Touch panel with numeric display for dedicated local control and monitoring of specific vehicle automation system features including room HVAC. Display shows current room temperature and HVAC setpoint when adjusted. Includes control layout and indicators where applicable.
12.07		Storage Mode maintains the vehicle in a ready-to-deploy condition. Battery chargers, specified outlets, and other pre-determined equipment is powered. HVAC is maintained at a storage mode setting to prevent freezing in the winter or overheating in the summer. The generator can be set to automatically start in the event of a loss of shore power. Other items as necessary can be made available in Storage Mode.
12.08		Travel Mode places the vehicle in a ready-to-travel condition based on vehicle application and equipment. In most cases this includes: starting the generator and transferring off of shore power, turning on HVAC and adjusting temperature to normal operating setpoints, stowing all equipment for travel, powering up communication gear. Travel Mode is a custom programmed, automated process similar to the Auto Startup and Auto Shutdown.
12.09		Night Time (Red) Lighting Mode turns the ceiling lighting in each room from white to red lights.
12.10		Reduced Lighting Mode is white ceiling lighting in each room have the option of All-On or Half-On.
12.11	1	Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD.
12.12	1	Marinco 50A-125/250Vac shore power package including: • Waterproof shore power inlet with cap • 50-ft. 50A-125/250Vac shore power cord • 6-ft. 50A-125/250Vac pigtail
12.13	1	Cables Organizer Tilt 'N Plug Jr Dual Data Plate [PDC-TNP358] with: • Two (2) AC power outlets • One (1) HDMI jack • Two (2) USB charging ports [3A Max] NOTE: One (1) front conference room table.
12.14	1	Cables Organizer Tilt 'N Plug Jr Dual Data Plate [PDC-TNP151] with: • Two (2) AC Power outlets • Two (2) Cat6 jacks NOTE: One (1) front conference room table.

Item	Qty	
12.15	2	20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment. NOTE: (2) Electronics rack
12.16	3	20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment. NOTE: (1) per workstation under counter [qty.3]
12.17	6	20A-125Vac duplex receptacle with dual USB charging ports. Receptacle is not dedicated to any installed equipment. NOTE: (1) per workstation [qty.3] (1) upper comms cabinet, streetside (2) stand up counter, curbside
12.18	4	20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment. NOTE: (1) Galley, (1) cab center console, and (2) exterior TV compartment,
12.19	1	30A-120 Vac receptacle in electronics rack for UPS. NOTE: Electronics rack
12.20	2	20A-125Vac exterior GFCI duplex receptacle. NOTE: Receptacle will be installed with a weatherproof cover.
12.21		Wire chase wire management raceway system located as shown on drawing. Product features: • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute. • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and cUL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements
12.22	1	APC Smart-UPS 3,000VA rack mount UPS, SRT3000RMXLA (or current model). Product features: • 3,000VA/2,700W output capacity • 120V output voltage • (8) NEMA 5-20R and (1) NEMA L5-30R output receptacles • Typical Backup Time at Half Load 19.2 minutes (1125 Watts) • Typical Backup Time at Full Load 5.7 minutes (2250 Watts) • Dimensions: 3.35"H x 17"W x 25"D NOTE: Electronics rack equipment

Item	Qty	
12.23	8	Whelen Pioneer Plus dual panel combination flood/spot PCH2 and Whelen semi-recess housing with chrome flange PBH203. NOTE: (3) per side and (2) rear
12.24		<u>AC WIRING REQUIREMENTS:</u> • All AC main wiring shall be stranded THHN wire and run in non-metallic liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic liquid tight and ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<u>DC ELECTRICAL SYSTEM:</u>
13.01	1	• Six (6) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant compartment. Four (4) batteries will be separated for auxiliary equipment and two (2) batteries will be for communications equipment. • Three (3) electronic converter/chargers, 80 amp minimum output each installed underbody in weather resistant climate controlled. Compartment to draw ambient air from interior of truck and will have thermostatically controlled exhaust fan to circulate warm air to exterior (no exceptions). Converter/charger features: • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. • All DC electrical and metering switched and monitored through the multiplex system.
13.02	18	Light, Orion 6" LED, neutral white with polished bezel.
13.03	8	Light, Orion 6" LED, neutral white / red with polished bezel.
13.04	6	Whelen M6ZC Gradient LED Scene Light with clear outer lens and M6FC chrome flange.
13.05	2	12VDC dual USB power port. NOTE: Exterior TV compartment
13.06		<u>12VDC WIRING REQUIREMENTS:</u> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the

Item	Qty	
		terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
14.00		<u>EMERGENCY LIGHTING / SIRENS:</u>
14.01	1	Whelen 295SLSA6 siren with 9 low current lighting control switches. California Title 13 compliant. NOTE: Slide Bar Positions Control: 1. Rear (Upper and Lower) 2. Rear (Upper and Lower), All Upper, Front Wall or "Light bar" 3. All
14.02	1	Whelen SA315P high performance speaker, with bracket.
14.03	1	Whelen model L41 Series super LED (or current model) green command strobe mounted on roof. • 12 VDC or 24 VDC • 12V - 1.5 Amp (peak), 0.6 Amp (average) • 4-3/4" H x 6-7/16" Dia.
14.04	2	Whelen TLIR ION-T- Series™ Linear Super-LED® Red with clear outer lens & TIONFC chrome flange.
14.05	2	Whelen TLIB ION-T- Series™ Linear Super-LED® Blue with clear outer lens & TIONFC chrome flange.
14.06	8	Whelen M6 series, M6RC (or current model), Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes M6FC chrome flange.
14.07	8	Whelen M6 series, M6BC (or current model), Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes M6FC chrome flange.
14.08	1	Whelen M7 series Linear Super-LED lighthouse with internal flasher, RED LED's with clear outer lens. model M7RC Includes chrome flange M7FC.
14.09	1	Whelen M7 series Linear Super-LED lighthouse with internal flasher, BLUE LED's with clear outer lens. model M7BC Includes chrome flange M7FC.

Item	Qty	
15.00		AUDIO / VIDEO:
15.01	2	LG 27LQ625S-PU - 27" LED Smart TV (or current model). Product features: • Full HD (1920 X 1080) IPS Display • Wide Viewing Angle • webOS Smart TV • 5W x 2 Stereo Speakers & Wall Mountable • (2) HDMI • Dimensions: 24.1 in x 14.5 in x 2.9 in (w x h x d), 7.7lbs NOTE: (1) per workstation in rear room
15.02	5	Samsung 55" QLED TV (QN55Q60AAFXZA) with wall mount bracket. Product features: • Resolution 4K • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 48.5"(W) x 27.9"(H) x 1"(D) Weight 34.2 lbs NOTE: (4) Front conference room, 2 per side (1) Exterior TV
15.03	1	Weatherproof single door exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes: • Internal flip down work surface • LED strip light (illuminates when door is opened) • Gas charged lift support and locking latch NOTE: Contains: (1) 55" TV (1) HDMI input to Matrix Switcher (1) Extron remote control pad (2) GFCI outlets (1) Dual USB charging ports (2) CAT6
15.04	1	Four (4) AXIS P1224-E IP cameras for perimeter surveillance. • 1 - rear view • 1 - front view • 1 - left side view • 1 - right side view Includes: One (1) AXIS T8705 Video Decoder to send camera quad view to matrix switcher.
15.05	4	SD Memory Card for IP camera. The SD card shall record IP camera allowing it to be downloaded and viewable via an IP address. NOTE: 64 GB SD Card

Item	Qty	
15.06	1	JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.
15.07	1	Extron DXP 88HD 4K PLUS 8X8 HDMI Matrix Switcher. 60-1495-21 NOTE: Inputs: (1) HDMI input at Front conference table (1) Scaler for HNT equipment (1) Mast Camera 1 (1) Perimeter Cameras (1) HDMI input at Exterior TV compartment Outputs: (4) conference room TV's, streetside and curbside (1) Workstation #1 TV (1) Workstation #2 TV (1) Exterior TV
15.08	3	Extron MKP 2000 X-Y Remote Control Panel for Extron Matrix Switchers. NOTE: Front room, rear room and exterior TV compartment
15.09		Extron XTP SR HD 4K XTP 4K Scaling Receiver • Receives video with embedded audio, bidirectional RS-232 and IR, and Ethernet up to 330 feet (100 meters) over a shielded CAT6 cable • Advanced Extron Vector™ 4K scaling technology • Selectable output rates from 640x480 to 3840x2160 • HDCP 2.2 compliant NOTE: Scaler for HNT equipment
15.10	1	HDMI input jack, wall plate and cable. NOTE: (1) Exterior TV compartment All HDMI inputs are direct to HDMI matrix switcher NOTE - (1) additional HDMI input in Conference room table base captured in AC section pop-up
15.11		HDMI connection cables, as required.
15.12	1	HE Series 12 position Passive Combiner.
16.00		<u>MAST AND MAST MOUNTED EQUIPMENT:</u>
16.01	1	Fireco 2200 series heavy-duty non-locking telescoping pneumatic mast. Mast features: • 265 lb. max top load capacity • 26' 2" extended height • 6' 1" nested height Includes: • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage.

Item	Qty	
		• Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
16.02	1	Gast 3/4-hp compressor with remote mount 5 gallon air tank.
16.03	1	Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color.
16.04	1	Custom fabricated 0.125" aluminum mast cover painted to match body color.
16.05	1	Custom fabricated aluminum mast mounting plate for camera. Includes: • Electrical connection box • Painted to match vehicle body color.
16.06	1	Mast lookup light mounted on mast.
16.07	1	Weatherproof mast up/down control switch on exterior of vehicle.
16.08	1	AXIS Q6318-LE PTZ Dome Network Camera • 4K UHD and 31x optical zoom • Axis Sharpdome technology with Speed Dry • Optimized IR with power-efficient, long-life 850 nm IR LEDs, range of reach 300 m (984 ft) or more depending on the scene • Built-in laser that provides laser focus for precise focus and quick-zoom functionality, it allows you to easily follow fast-moving objects
16.09	1	Axis T8705 Video Decoder • Enables digital monitors to connect to and display live video from Axis network cameras • HDTV 1080p HDMI video decoder • Sequence and Multiview (up to 16 cameras)
16.10	1	SD Memory Card for IP camera. The SD card shall record mast camera allowing it to be downloaded and viewable via an IP address. NOTE: 64GB
17.00		<u>RADIOS:</u>
17.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
17.02	4	Prewire and make installation provisions for communications radio. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. NOTE: (1) per workstation [Qty.3] (1) in cab
17.03		Install hinged panels under countertops to conceal radio transceivers where applicable.

Item	Qty	
17.04	1	Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the body and will penetrate the roof on each side of the truck at radio box locations. Includes: • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
17.05	5	Magnetic microphone holder. Magnetic Mic MMSU-1. NOTE: (1) for siren controller and (4) for radio prewires
17.06	2	Prewire and make installation provisions for customer owned radio rack charger and/or flashlight charger. NOTE: Location TBD
18.00		<u>TELEPHONE SYSTEM:</u>
18.01	1	Wilson weBoost Drive Reach Cell Phone Booster Kit model 470154. • 4G LTE Coverage for Entire Vehicle and Multiple Users • Works for all phones & cellular devices, all major US carriers.
18.02		All telephone lines and cellular antenna cable shall be installed in Carlon Flex-Plus ENT conduit or raceway (as applicable).
19.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
19.01	12	RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: Locations: (2) Per workstation [qty. 6] (2) Front conference table base (End cap) (2) Exterior TV compartment (1) Exterior input box NOTE (2) additional jacks are captured in AC section
19.02	2	Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: CAT6 cable run from electronics rack to CAT6 jacks at the Front Conference table pop up that are captured in AC section
19.03	7	Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: CAT6 cable run to each TV.
19.04	2	Leviton 69270-U24 24-port Cat6 rack mount patch panel.
19.05		Certified 18" Cat6 patch cord. As Required.
19.06		Certified 36" Cat6 patch cord. As Required.
19.07	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.

Item	Qty	
19.08	1	CISCO Business 24 Port PoE Smart Switch CBS220-24P-4G-NA • Switch ports: 24-port 10/100/1000 + 4 x 1G SFP • Power-over-ethernet: 24 PoE ports with 195W PoE Budget
19.09	1	HP Color LaserJet Pro Multi-Function Printer (MFP) M479FDW Product features: • Black/white or color print, copy, scan, and fax capable • 1 Hi-Speed USB 2.0; 1 host USB at rear side; Gigabit Ethernet 10/100/1000BASE-T network; 802.3az(EEE) 802.11b/g/n / 2.4 / 5 GHZ Wi-Fi radio • Dimensions (W X D X H) 16.8 x 25.7 x 16.3 in; 51.6 Lbs.
19.10	1	Make installation provisions for customer installed Satellite broadband system. Includes: • Roof mounted weather proof junction box with interior access for future cable run to rack/cabinet. • Additional roof support structure as required.
19.11	1	Cradlepoint E3000 cellular router with WiFi (5G Modem) and 1-year NetCloud Enterprise Branch Essentials Plus Advanced Plan.
19.12	1	Cradlepoint LTE Advanced Pro 1200M-B MC400 Modem For E300/E3000 Enterprise Branch Routers.
19.13	1	Cellular modem antenna with GNSS. Airgain CENTURION Next 9 IN 1 High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), 4x WIFI and GNSS, Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell/GNSS, and RP-SMA for WIFI, Black.
19.14	1	Cellular modem antenna with GNSS. Airgain CENTURION Next High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell, Black.
20.00		<u>MISCELLANEOUS ELECTRONICS:</u>
20.01	1	Middle Atlantic Products, Inc. MRK-4026 forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position to allow side access to rack equipment.
20.02	1	Middle Atlantic VFD-40 Vented front door with Thumb Latch (No Key Lock).
20.03	1	Middle Atlantic MW-4FT top fan panel, with two (2) 50 cfm ventilation fans, QFAN.
20.04	2	Middle Atlantic PD-815SC-NS 15 amp power strip with eight (8) outlets. Includes PB-XS rack mounting bracket.
20.05	1	Cast Products EB00013-1 (or current model) cast aluminum box with key lock. The rear of the box will be removed to allow cables to be passed into the vehicle. NOTE: Streetside behind electronics rack
20.06	1	Cast Products EB00013-1 (or current model) cast aluminum box with key lock. The rear of the box will be removed to allow cables to be passed into the vehicle. NOTE: For HNT
20.07	2	Shroud with weatherproof pass-through hatch installed in the door of the input box.
20.08	2	Exterior input box door painted to match body.

Item	Qty	
21.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
21.01	1	Single door underbody storage compartment with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Slide out pump and power converter/chargers
21.02	2	Single door underbody storage compartment with approximate interior dimensions of 18" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Rear, each side
21.03		Compartments listed above will be constructed to the following specifications: • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. Compartment doors will be constructed to the following specifications: • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
22.00		<u>MISCELLANEOUS OTHER:</u>
22.01	1	Girard Nova motorized retractable lateral arm awning. Features: • Dual-pitch awning with up to three lateral arms for superior strength, • AC electric powered motor with crank handle/manual override • Sensor that will retract the awning to prevent damage from the wind
22.02	1	Girard awning LED light kit. G-Lite Awning Lighting system is an LED light strip in the outer rail to illuminate area under awning. NOTE: Controlled by a button on the Multiplex system.
22.03	1	15" wide roof access ladder mounted on rear. Ladder features: • All welded construction for maximum strength • 1" diameter X 0.083" brush finished tubular aluminum rails • Aluminum grip-strut rungs
22.04	1	Heavy-duty Quadra Mfg. Bigfoot® four point fully automatic one-touch leveling system. Includes: • Four (4) QEII-26 jacks with 17,000-lb. capacity each, 26" long with 20" stroke • Air ride dump valve • Fully automatic control panel with manual feature • Safety interlock when jacks are deployed
22.05	1	Upgrade to 14" Heavy Duty Foot Pad Quadra Mfg. Bigfoot® jacks.
22.06	1	Set of four (4) Super Dolly Pads high density polypropylene, injection molded yellow colored for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side.

Item	Qty	
22.07	2	5 pound dry chemical fire extinguisher.
22.08	3	Battery powered combination Carbon Monoxide and Smoke alarm.
22.09	1	Complete manual set, including the following (as applicable): • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
22.10	1	TRAINING. An LDV representative will provide up to eight (8) hours of orientation on LDV provided systems, as applicable: • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming DVR's, TV's, etc. • Awning operation
22.11		LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
22.12		Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to: • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document. Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.

RESOLUTION NO. _____

A RESOLUTION AWARDED A CONTRACT TO LDV, INC. FOR THE PURCHASE OF A MOBILE COMMAND CENTER VEHICLE, THROUGH THE HGAC COOPERATIVE PURCHASING AGREEMENT, IN THE AMOUNT OF NINE HUNDRED THIRTY-ONE THOUSAND TWENTY-TWO DOLLARS (\$931,022.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE THIRTY-ONE THOUSAND TWENTY-TWO DOLLARS (\$31,022.00) FROM POLICE IMPACT FEE FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, this contract, AM10-20 covers the purchase of a Mobile Command Center Vehicle to enhance public safety for the City of Bentonville;

WHEREAS, the Police and Fire Department have budgeted four hundred fifty thousand dollars (\$450,000.00) each, totaling nine hundred thousand dollars (\$900,000.00), based on pricing from 2021-2022; and

WHEREAS, a budget adjustment in the amount of thirty-one thousand twenty-two dollars (\$31,022.00) is needed from Police Impact Fee Funds to cover the over budget amount.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with LDV, INC. for the purchase of a mobile command center vehicle, in the amount of nine hundred thirty-one thousand twenty-two dollars (\$931,022.00);

Section 2: The 2023 Budget is adjusted to recognize thirty-one thousand twenty-two dollars (\$31,022.00) from Police Impact Fees to Account #102010-39192 – Transfer In – Impact/Capacity;

Section 3: The 2023 Budget is further adjusted to appropriate the same from Account #102010-39192 – Transfer In – Impact/Capacity to Account #102010-47420 – Vehicles;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Wade Tomlinson, Parks Planner
Date: August 8, 2023
Re: Bid Award IFB 23-44 Town Branch Park Renovation project

Parks and Recreation Staff is requesting City Council's approval to award IFB 23-44 in the amount of \$567,512.96 plus contingency at 10% contingency of \$56,751.30 for a total bid award of \$624,264.26, to Milestone Construction for the purchase of materials, labor and services to construct the Town Branch Park Renovation project.

The renovation project is part of the overall Quilt of Parks project which is expected to begin this fall. The project scope will include a much-improved parking area that is more accommodating to cyclists and pedestrians, stream bank repairs and protections, trail improvements, gathering areas and landscape enhancements.

This project's funding comes from multiple sources:

2022 Budget:	\$107,100
2023 Budget:	\$200,000
ARPA Funding:	\$153,253.91
Sale of Land:	\$38,881
Request of Budget Adjust:	<u>\$143,729.35</u>
Total Funding:	\$642,964.26

With the assistance of the ARPA Funding for drainage / stream restoration through the park space, Parks and Recreation currently has \$499,164.91 to put towards this project. In addition to the construction costs, we are asking for enough funding to enter into a construction observation agreement with Ecological Design Group (value \$12,000) and Geotech agreement with GTS (value \$6,700). We are requesting an additional \$143,729.35 to complete the funding and allow this improvement to come to life for our residents.

If approved, construction will begin September with anticipated completion in early 2024.

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email wtomlinson@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-23-44, TO MILESTONE CONSTRUCTION, IN THE TOTAL AMOUNT OF SIX HUNDRED TWENTY-FOUR THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS AND TWENTY-SIX CENTS (\$624,262.26), INCLUDING CONTINGENCY, FOR THE TOWN BRANCH PARK RENOVATION PROJECT; ADJUSTING THE 2023 BUDGET TO RECOGNIZE ARPA FUNDS AND APPROPRIATE GENERAL FUND RESERVES; AND FOR OTHER PURPOSES.

WHEREAS, Milestone Construction is the lowest bidder on IFB-23-44, for the Town Branch Park Renovation Project;

WHEREAS, the amount of this contract is five hundred sixty-seven thousand five hundred twelve dollars and ninety-six cents (\$567,512.96), and a ten percent (10%) contingency of fifty-six thousand seven hundred fifty-one dollars and thirty cents (\$56,751.30), for a total cost of six hundred twenty-four thousand two hundred sixty-four dollars and twenty-six cents (\$624,264.26);

WHEREAS, a budget adjustment is needed to recognize ARPA funds, in the amount of one hundred fifty-three thousand two hundred fifty-three dollars and ninety-one cents (\$153,253.91) and appropriate General Fund Reserves in the amount of one hundred forty-three thousand seven hundred twenty-nine dollars and thirty-five cents (\$143,729.35); and

WHEREAS, the remainder of this project has various funding sources as follows:

2022 Budgeted amount:	\$107,100.00
2023 Budgeted amount:	\$200,000.00
Land Sale:	\$38,881.00

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Milestone Construction, for the Town Branch Renovation Project, in the total amount of six hundred twenty-four thousand two hundred sixty-two dollars and twenty-six cents (\$624,262.26), including contingency;

Section 2: The 2023 Budget is adjusted to recognize one hundred fifty-three thousand two hundred fifty-three dollars and ninety-one cents (\$153,253.91) in ARPA funds to Account #401010-47390 – Improvement Other than Building/Other;

Section 3: The 2023 Budget is further adjusted to appropriate one hundred forty-three thousand seven hundred twenty-nine dollars and thirty-five cents (\$143,729.35) from General Fund Reserves to Account #105030-47390 – Improvement other than Building/Other;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: August 10, 2023
Re: City Council approval of an EWA with CEI Engineering, in the amount of \$15,000.00, for additional construction observation for the Razorback Greenway Trail Project at I49 / Bella Vista Bypass.

Parks and Recreation Staff is seeking Council's approval of an EWA, in the amount of \$15,000.00, for additional observation with the Razorback Greenway Reconnection Project. Because of multiple unforeseen issues during the project, additional administration has been necessary to get our project to completion. Issues include erosion issues, ARDoT's position change on use of the exit ramp, and final surveying requirements associated with the close-out documents.

This project has been funded entirely via a grant from the Walton Family Foundation. We will request these funds to be reimbursed via a grant payment. However, in the meantime before the account is reimbursed, they will be paid for via funding allocated to trail development.

If you have any questions concerning this item, please email me at dwright@bentonvillear.com.

Attachments:

EWA Document with CEI



EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK

☐ CHANGE IN SCOPE OF SERVICES

WORK WILL BE PERFORMED UNDER THE SAME TERMS & CONDITIONS AS IN ORIGINAL AGREEMENT: UNLESS OTHERWISE STATED

DATE: July 27, 2023

CLIENT: City of Bentonville – Parks and Recreation Department

PROJECT NAME: Bentonville Razorback Greenway Improvements

CLIENT CONTACT: Wade Tomlinson

PROJECT NO.: 33040

PROJECT MANAGER: Zachary Hoyt

DATE OF CURRENT CONTRACT: December 27, 2022

Description of Services:

This proposal for additional services will cover time and expense to continue construction observation and administration for the Razorback Greenway Reroute. The timeframe of construction has increased due to unforeseen construction challenges and additional requirements for contractor oversight. The workload required on the administration side has also increased to include required coordination and communication with grantors.

Compensation:

See attached Exhibit A for scope of services and compensation proposed.

If this Authorization is not executed within 30 days, it becomes null and void. This Authorization is only valid if addressed and executed by the authorized signature of the original contracted entity or its assignment as approved per the original contract Terms and Conditions.

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: _____

(Signature)

(Company Name)

(Date)

(Company Authorized Representative & Title)

Distribution:

(Signature)

PLEASE SIGN & RETURN ORIGINAL

☐ **CALIFORNIA**
710 W. Pinedale Avenue
Fresno, CA 93711
559.447.3119
559.447.3129 FAX

☐ **TEXAS – DALLAS**
3030 LBJ Freeway
Suite 100
Dallas, TX 75234
972.488.3737
972.488.6732 FAX

☐ **TEXAS – HOUSTON**
12012 Wickchester Lane
Suite 240
Houston, TX 77477
281.494.0360
281.494.0309 FAX

☒ **ARKANSAS**
3108 SW Regency Parkway
Bentonville, AR 72712
479.273.9472
479.273.0844 FAX

☐ **PENNSYLVANIA**
550 Township Line Road
Suite 450
Blue Bell, PA 19442
570.963.031
570.963.5711 FAX

EXHIBIT A

I. SCOPE OF SERVICES

A. Additional Construction Administration/Observation

Fees..... \$ 15,000.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN EXTRA WORK AUTHORIZATION, WITH CEI, ENGINEERING ASSOCIATES, INC., IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00), FOR ADDITIONAL CONSTRUCTION OBSERVATION NEEDED ON THE RAZORBACK GREENWAY TRAIL PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, multiple unforeseen issues arose during this project that necessitate additional construction administration to continue the project forward to completion; and

WHEREAS, no budget adjustment is needed and this is a grant funded project.

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

Section 1: The Mayor and City Clerk are authorized to enter into an Extra Work Authorization, with CEI Engineering Associates, Inc., in the amount of fifteen thousand dollars (\$15,000.00), for additional construction observation needed on the Razorback Greenway Trail Project at I-49 and the Bella Vista Bypass;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	7/26/23	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-23-50
-----------------------------	----------------	-----------------------------	----------------	--------------------------------	------------------

Solicitation Title: Memorial Park Parking Lot Maintenance- Stripe and Seal

Bidders:				Grant Garrett Excavating		Milestone Construction	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price
1	122,000	SF	(Location 1) Memorial Park West Parking Lot, As Specified	\$0.30	\$36,600.00	\$0.40	\$48,800.00
2	4,600	SF	(Location 2) Memorial Park NW Parking Lot, As Specified	\$0.30	\$1,380.00	\$0.40	\$1,840.00
3	11,000	SF	(Location 3) Memorial Park North Parking Lots (2-including North and Southside of the roadway), As Specified	\$0.30	\$3,300.00	\$0.40	\$4,400.00
4	20,000	SF	(Location 4) Memorial Park East Parking Lot, As Specified	\$0.30	\$6,000.00	\$0.40	\$8,000.00
5	28,000	SF	(Location 5) Memorial Park Southeast Parking Lot, As Specified	\$0.30	\$8,400.00	\$0.40	\$11,200.00
Total Bid Price				\$55,680.00		\$74,240.00	
purchasing@bentonvillear.com - (479) 271-3115						*All Milestone Extended Prices and Total Bid Price corrected during Bid Evaluation.	

RESOLUTION NO. _____

**A RESOLUTION AWARDED BID IFB-23-50, TO GRANT GARRETT EXCAVATING, INC.,
IN THE AMOUNT OF THIRTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$39,900.00),
FOR MEMORIAL PARK PARKING LOT MAINTENANCE AND STRIPING; AND FOR
OTHER PURPOSES.**

WHEREAS, Grant Garrett Excavating, Inc. is the lowest bidder on IFB-23-50, for Memorial Park parking lot maintenance and striping;

WHEREAS, the amount of this contract is thirty-nine thousand nine hundred dollars (\$39,900.00);
and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Grant Garrett Excavating, Inc., in the amount of thirty-nine thousand nine hundred dollars (\$39,900.00), for striping and maintenance of Memorial Park parking lots;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 83 of 142

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-23-52, TO THE LOWEST RESPONSIVE BIDDERS, FOR UNDERGROUND AND OVERHEAD WIRE IN AN APPROXIMATE AMOUNT OF TWO HUNDRED ONE THOUSAND TWO HUNDRED THIRTY DOLLARS AND TWENTY CENTS (\$201,230.20), PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, Graybar, Stuart Irby, and Techline were the lowest responsive bidders for bid IFB-23-52;

WHEREAS, this agreement covers underground and overhead wire of various sizes per the unit prices and estimated quantities attached, plus applicable taxes; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into agreements with Graybar, Stuart Irby, and Techline, the lowest responsive bidders for underground and overhead wire;

Section 2: The estimated contract cost is two hundred one thousand two hundred thirty dollars and twenty cents (\$201,230.20), plus applicable taxes;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS ELECTRIC COOPERATIVE, INC., FOR THE PURCHASE OF THREE (3) PHASE TRANSFORMERS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-ONE THOUSAND ONE HUNDRED FORTY-SEVEN DOLLARS (\$261,147.00), PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department requires various transformers to provide services to citizens and developments;

WHEREAS, due to current supply chain issues and price volatility, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Arkansas Electric Cooperative, Inc., for the purchase of three phase transformers, in the amount of two hundred sixty-one thousand one hundred forty-seven dollars (\$261,147.00), plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 89 of 142

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH EATON CORPORATION FOR THE PURCHASE OF ELECTRIC METERS ON AN AS NEEDED BASIS, AT THE PER UNIT PRICES SET FORTH IN THE ATTACHED EXHIBIT A, PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department is requesting to lock in pricing as part of a current contract for the AMI System;

WHEREAS, the electric meters will be used for developments that have occurred outside of the current AMI project with Eaton Corporation;

WHEREAS, due to current supply chain issues and price volatility, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Eaton Corporation for the purchase of electric meters, on an as needed basis, at the per unit prices set forth in the attached Exhibit A, plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk

Exhibit A

NEW ELECTRIC <u>METERS</u> FOR PURCHASE	Meter ANSI Form	Each
RFN-420cD Itron Centron II C2SXD - FM1S CL200 120V with Integrated RF Node (Non-disconnect RFN-410cL Price: \$159)	Single phase 1S	\$ 240
RFN-420cD Itron Centron II C2SXD - FM2S CL200 240V with Integrated RF Node - NOTE: This line item price is based on the quantity requested and is based on a minimum order quantity of 25,000 units. (Non-disconnect RFN-410cL Price: \$97)	Single phase 2S	\$ 129
RFN-410cL Itron Centron C1SX - FM3S CL20 120/240V with Integrated RF Node	Single phase 3S	\$ 159
RFN-410cL Itron Centron C1SX - FM4S CL20 240V with Integrated RF Node	Single phase 4S	\$ 159
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM5/35S CL20 120-480V with Integrated RF Node	Form 5S	\$ 340
Upgrade to go to RFN-520fAXD Landis+Gyr FOCUS AXe-SD - FM2S CL320 240V with Integrated RF Node (\$358 total) (Non-disconnect RFN-410cL 2S CL320 Price: \$159)	320amp under glass service disconnect adder	\$ 199
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM8/9S CL20 120-480V with Integrated RF Node	Polyphase - 9S/8S	\$ 340
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM14/15/16S CL200 120-480V with Integrated RF Node	Polyphase - 16S/15S	\$ 340
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM14/15/16S CL320 120-480V with Integrated RF Node	Polyphase - 16SE	\$ 367
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM12S CL200 120-480V with Integrated RF Node	Polyphase - 12S	\$ 340
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM12S CL320 120-480V with Integrated RF Node	Form 12SE	\$ 367
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM45S CL20 120-480V with Integrated RF Node	Polyphase - 45S/5S	\$ 340



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
----------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

**Bentonville Electric Utilities Department**

3200 SW Municipal Drive

Bentonville, AR 72712

Phone: (479) 271-3135 Fax: (479) 271-5994

Bill to: City of North Little Rock

Date: 5/18/2023

Electric Dept.

Work Request Number: 1071472

1400 W. Maryland Ave.

North Little Rock, AR 72120

Project Description

Storm assistance, April 2023, FEMA#994

Labor

Classification	Hours	Hourly Rate	Total
Assistant Manager	1.00	85.17	\$85.17
Administrative Assistant II	1.00	31.99	\$31.99
First Class Powerline Electrician -Regular	184.00	67.84	\$12,481.72
Electric Crew Leader -Regular	48.00	71.84	\$3,448.22
Field Supervisor -Regular	40.00	75.83	\$3,033.03
First Class Powerline Electrician -Overtime	376.00	101.75	\$38,259.17
Electric Crew Leader -Overtime	104.00	107.76	\$11,206.73
Field Supervisor - Overtime	64.00	113.74	\$7,279.27
Subtotal: Labor			\$75,825.29

Equipment

Equipment Type	Hours	Hourly Rate	Total
1 ton Pickup FEMA Code 8802	256	\$16.81	\$4,303.36
Digger Truck FEMA Code 8670 & 8702	152	\$65.46	\$9,949.92
Large Bucket Truck FEMA Code 8487 & 8702	304	\$50.26	\$15,279.04
Trailers FEMA Code 8600	136	\$16.99	\$2,310.64
Backyard Machine FEMA Code 8063	96	\$35.68	\$3,425.28
Subtotal: Equipment			\$35,268.24

Meals

Meals	Quantity	Unit	Cost	Total
Coltons Steak House	1	Receipt	\$145.85	\$145.85
Walmart Drinks	1	Receipt	\$33.13	\$33.13
Casey's GS Drinks	1	Receipt	\$26.19	\$26.19
Chick-Fil-A Food	1	Receipt	\$50.57	\$50.57
Casey's GS Drinks	1	Receipt	\$26.20	\$26.20
Taco Bell Food	1	Receipt	\$19.67	\$19.67
Taco Bell Food	1	Receipt	\$51.68	\$51.68
Walmart Food/Drink	1	Receipt	\$40.47	\$40.47
Walmart Food/Drink	1	Receipt	\$42.16	\$42.16
Casey's GS Drinks	1	Receipt	\$19.65	\$19.65
Senor Tequila Sherwood	1	Receipt	\$88.21	\$88.21
Senor Tequila NLR	1	Receipt	\$121.60	\$121.60
Chinese Pavilion	1	Receipt	\$75.55	\$75.55
Subtotal: Meals				\$740.93

Materials

Materials	Quantity	Unit	Cost	Total
50' Class 3 Poles	9	EA	\$535.04	\$4,815.32
Walmart Batteries	1	Receipt	\$55.77	\$55.77
Napa Hyd Hose	1	Receipt	\$272.67	\$272.67
O Reilly Fluids	1	Receipt	\$190.99	\$190.99
Bumper to Bumper Battery	1	Receipt	\$299.62	\$299.62
Walmart Flat Fix	1	Receipt	\$9.44	\$9.44
Walmart Sunscreen	1	Receipt	\$20.63	\$20.63
Southern Tire Mart	1	Receipt	\$848.83	\$848.83
Fuel	1	Total	\$622.53	\$622.53
Subtotal: Materials				\$7,135.80
20 % INVENTORY FEE				\$963.06
Total				\$119,933.32

Authorized Signat

Date: 6-5-23

**Bentonville Electric Utilities Department**

3200 SW Municipal Drive

Bentonville, AR 72712

Phone: (479) 271-3135 Fax: (479) 271-5994

SS ✓

Bill to:

Date: 6/30/2023

Conway Corp. ATTN: Robert Meek

Reference Number: 23-091-1

600 Harkrider Street

Conway, AR 72032

501-764-6883

robert.meek@conwaycorp.com**Project Description**

Storm assistance, June 26-29 2023

Labor

Classification	Hours	Hourly Rate	Total
Assistant Manager	1.00	85.17	\$85.17
Administrative Assistant II	1.00	31.99	\$31.99
First Class Powerline Electrician -Regular	120.00	67.84	\$8,140.25
First Class Powerline Electrician -Overtime	72.00	101.75	\$7,326.22
Apprentice PLE 3 -Regular	40.00	40.11	\$1,604.40
Apprentice PLE 3 -Overtime	24.00	60.16	\$1,443.84
Field Supervisor -Regular	40.00	75.83	\$3,033.03
Field Supervisor - Overtime	24.00	113.74	\$2,729.72
Subtotal: Labor			\$24,394.63

Equipment

Equipment Type	Hours	Hourly Rate	Total
1 ton Pickup FEMA Code 8802	128	\$16.81	\$2,151.68
Digger Truck FEMA Code 8670 & 8702	64	\$65.46	\$4,189.44
Large Bucket Truck FEMA Code 8487 & 8702	128	\$50.26	\$6,433.28
Subtotal: Equipment			\$12,774.40

Fuel

Fuel	Quantity	Unit	Cost	Total
TOBO 66 Truck 301089	1	Receipt	\$145.55	\$145.55
TOBO 66 Truck 301080	1	Receipt	\$72.84	\$72.84
Subtotal: Fuel				\$218.39

Materials

Materials	Quantity	Unit	Cost	Total
NA				\$0.00
Subtotal: Materials				\$0.00
20 % INVENTORY FEE				\$0.00
Total:				\$37,387.42

Authorized Signature: [Redacted]

Date: 6-30-23

Rev: 2022

**Bentonville Electric Utilities Department**

3200 SW Municipal Drive

Bentonville, AR 72712

Phone: (479) 271-3135 Fax: (479) 271-5994

SV

Bill to:**Date:** 7/12/2023

North Little Rock - Electric Dept.

Reference Number: 1058

1400 W. Maryland Ave.

North Little Rock, AR 72120

Project Description

Storm assistance of 5 crew members and 4 vehicles, June 26th-29th 2023

Labor

Classification	Hours	Hourly Rate	Total
Assistant Manager	1.00	85.17	\$85.17
Administrative Assistant II	1.00	31.99	\$31.99
First Class Powerline Electrician -Regular	120.00	67.84	\$8,140.25
First Class Powerline Electrician -Overtime	120.00	101.75	\$12,210.37
Apprentice PLE 3 -Regular	40.00	40.11	\$1,604.40
Apprentice PLE 3 -Overtime	40.00	60.16	\$2,406.40
Electric Crew Leader -Regular	40.00	71.84	\$2,873.52
Electric Crew Leader -Overtime	40.00	107.76	\$4,310.28
Subtotal: Labor			\$31,662.38

Equipment

Equipment Type	Hours	Hourly Rate	Total
1 ton Pickup FEMA Code 8802	80	\$16.81	\$1,344.80
Digger Truck FEMA Code 8670 & 8702	80	\$65.46	\$5,236.80
Large Bucket Truck FEMA Code 8487 & 8702	160	\$50.26	\$8,041.60
Subtotal: Equipment			\$14,623.20

Fuel

Fuel	Quantity	Unit	Cost	Total
Murphy USA Truck 301083	1	Receipt	\$76.14	\$76.14
Hilltop Travel Center Truck 301083	1	Receipt	\$121.20	\$121.20
Murphy USA Truck 301067	1	Receipt	\$57.57	\$57.57
Hilltop Travel Center Truck 301067	1	Receipt	\$87.13	\$87.13
Murphy USA Truck 301046	1	Receipt	\$62.37	\$62.37
Hilltop Travel Center Truck 301046	1	Receipt	\$90.67	\$90.67
Subtotal: Fuel				\$495.08

Meals

Meals	Quantity	Unit	Cost	Total
Food & Beverage w/ receipts attached	1	Receipts	\$754.07	\$754.07
Subtotal: Materials				\$754.07
20 % INVENTORY FEE				
Total:				\$47,534.73

Authorized Signature: [Redacted]

Date: 7-12-23

Rev: 2022

Page 95 of 142

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING REVENUE IN THE AMOUNT OF ONE HUNDRED SEVEN THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS AND FORTY-ONE CENTS (\$107,195.41) INTO ACCOUNT # 503010-34410 – BILLED SERVICES; ADJUSTING THE 2023 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Department is requesting to reconcile the overtime budget;

WHEREAS, invoices have been paid by North Little Rock and Conway Corp. for the mutual aid assistance from April 2023;

WHEREAS, a budget adjustment is being requested to apply revenue to associated payroll expenses.

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

Section 1: Revenue, in the amount of one hundred seven thousand one hundred ninety-five dollars and forty-one cents (\$107,195.41) is recognized into account #503010- 34410 – Billed Services and the 2023 Budget is adjusted to appropriate the same to various accounts as noted below:

Account Number	Account Description	Expense
503010-41310	Overtime Wages	\$87,172.00
503010-41510	FICA & Medicare Expenses	\$6,668.66
503010-41810	Retirement – APERS	\$13,354.75
Total:		\$107,195.41

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS
AMENDMENT NUMBER 2
To A
PROFESSIONAL SERVICES AGREEMENT
With
HAWKINS-WEIR ENGINEERS, INC.
VAN BUREN, ARKANSAS

In accordance with the PROFESSIONAL SERVICES AGREEMENT for the **Feasibility Study to Address Capacity/Growth for Wastewater Treatment, HWEI Project No. 2021037**, dated August 13, 2021, between the City of Bentonville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with the following additional services:

ARTICLE II – SCOPE OF SERVICES

A. Amendment No. 2 defines additional professional engineering services associated with project funding assistance, and preliminary and final design phase services. Refer to the attached Amendment No. 2 APPENDIX A for a more detailed description of the scope of these additional services.

ARTICLE V – SCHEDULE OF FEES, SERVICES AND PAYMENT

B. Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total compensation shall be increased with this Amendment by a Lump Sum Fee of **Six Million One Hundred Sixty-Three Thousand Six Hundred and 00/100 Dollars (\$6,163,600.00)**. The total compensation from the original AGREEMENT and Amendment No. 1, plus Amendment No. 2 described herein shall not exceed **Six Million Five Hundred Seven Thousand and 00/100 Dollars (\$6,507,000.00)** without written approval of Owner. Refer to Amendment No. 2 APPENDIX C for a Lump Sum Fee Proposal Summary for these additional services.

ENGINEER:
HAWKINS-WEIR ENGINEERS, INC.

OWNER:
CITY OF BENTONVILLE, ARKANSAS

By: _____
Brett D. Peters, P.E.
President & CEO

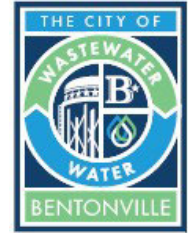
By: _____
Stephanie Orman
Mayor

Date: _____

Date: _____



Amendment No. 2
Appendix A – Scope of Services
Feasibility Study to Address Capacity/Growth
For Wastewater Treatment
Bentonville, Arkansas
HWEI Project No. 2021037
August 2, 2023



Engineer shall provide Basic Services as set forth below:

A. Task 1 – Project Funding Assistance

1. Prepare and submit a pre-application to the Arkansas Water and Wastewater Advisory Committee (AWWAC)
2. Prepare and Submit an Application to the Arkansas Department of Agriculture Natural Resources Division (NRD) to add the project to the Priority Project List
3. Prepare and submit an application to the NRD for a State Water Plan Compliance Review
4. Prepare and Submit a Clean Water Revolving Loan Fund Application
 - a. Coordinate with the City of Bentonville to assemble the required documentation
5. Virtually attend a maximum of two (2) Arkansas Natural Resources Commission Meetings and respond to any questions
6. Review Memorandum of Agreement and provide comments to the City of Bentonville

B. Task 2 – Preliminary Design Phase

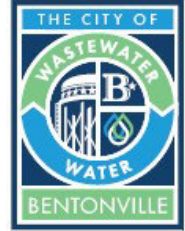
1. Additional Field Survey, including Drone Survey
2. Develop REVIT Base Drawings for Existing Facilities
3. Development/Confirmation of the Hydraulic Profile
4. Development of the Design Basis Memorandum

C. Task 3 – Final Design Phase

1. Prepare 60%, 90%, and 90% Design Documents (Plans and Specifications), including Workshops with the Owner and CMAR Coordination, for the following Final Design Phase Sub-Tasks:
 - a. Site Layout and Grading, including the Preparation of the Storm Water Pollution Prevention Plan (SWPPP)
 - b. Site Drainage Improvements
 - c. Site Paving
 - d. Demolition Plans
 - e. Headworks
 - f. Headworks Electrical Building
 - g. Flow Diversion Distribution Box
 - h. Alum Chemical Feed System Improvements
 - i. Anoxic Basin Expansion and Modifications
 - j. Aeration Basin Improvements
 - k. Surface Wasting Improvements
 - l. Secondary Clarifier Distribution Box Improvements
 - m. Secondary Clarifier No. 1 Replacement
 - n. Secondary Clarifier No. 2 Improvements
 - o. Secondary Clarifier No. 3
 - p. RAS Pump Station Improvements
 - q. RAS Pump Station No. 2



Amendment No. 2
Appendix A – Scope of Services
Feasibility Study to Address Capacity/Growth
For Wastewater Treatment
Bentonville, Arkansas
HWEI Project No. 2021037
August 2, 2023



- r. Tertiary Filters
- s. Dual Use Filtration Improvements
- t. UV Disinfection System
- u. Post-Aeration Basins
- v. Post-Aeration Blower Building
- w. Effluent Pump Station
- x. WAS Pump Station Improvements
- y. Electrical Building
- z. Plant Water System Improvements
- aa. Digester Valve Vaults
- bb. Administration/Laboratory Building Expansion
- cc. Maintenance Building Relocation
- dd. Vehicle Storage Building
- ee. Equipment Storage Building
- ff. Secondary Access to the Bentonville WRRF site
- 2. Quality Assurance/Quality Control (QAQC) Review
- 3. Regulatory Permitting
- 4. City Planning/Permitting

Amendment No. 2
Appendix A - Scope of Services
Feasibility Study to Address Capacity/Growth
for Wastewater Treatment
Bentonville, Arkansas
HWEI Project No. 2021037
August 2, 2023

Process Unit/Facility	Design Specialty										
	Civil	Process Mechanical	Odor Control	Structural	Geotechnical	Lead Paint and Asbestos	Electrical	Instrumentation	Architectural	Mechanical	
										HVAC	Plumbing
Hydraulic Profile	HW										
Design Basis Memorandum		HW									
Permitting	HW	HW							mahg		
Site Design	HW			HW			HW				
Drainage/Floodway	HW										
Site Paving	HW				GTS, Inc.						
Demolition	HW	HW		HW			HW		mahg		
Headworks	HW	HW		HW	GTS, Inc.		HW	HW	mahg		
Headworks Electrical Building				HW			HW		mahg		
Flow Diversion Distribution Box	HW	HW		HW	GTS, Inc.		HW				
Alum Chemical Feed System	HW	HW		HW			HW				
Anoxic Basins	HW	HW		HW	GTS, Inc.		HW	HW			
Aeration Basins	HW	HW		HW			HW	HW			
Surface Wasting Improvements	HW	HW		HW	GTS, Inc.		HW	HW			
Secondary Clarifier Distribution Box	HW	HW		HW	GTS, Inc.		HW				
Secondary Clarifier No. 1	HW	HW		HW	GTS, Inc.		HW				
Secondary Clarifier No. 2		HW									
Secondary Clarifier No. 3	HW	HW		HW	GTS, Inc.		HW				
RAS Pump Station Improvements		HW									
RAS Pump Station No. 2	HW	HW		HW	GTS, Inc.		HW	HW			
Tertiary Filters	HW	HW		HW	GTS, Inc.		HW	HW			
Dual Use Filtration	HW	HW		HW			HW	HW			
UV Disinfection	HW	HW		HW	GTS, Inc.		HW	HW			
Post-Aeration Basins	HW	HW		HW	GTS, Inc.		HW	HW			
Blower Building	HW	HW		HW			HW	HW	mahg		
Effluent Pump Station	HW	HW		HW	GTS, Inc.		HW	HW			
WAS Pump Station		HW		HW			HW	HW			
Electrical Building	HW	HW		HW	GTS, Inc.		HW	HW	mahg		
Plant Water System	HW	HW					HW	HW			
Digester Valve Vaults		HW		HW	GTS, Inc.						
Administration/Laboratory Building	HW			HW	GTS, Inc.		HW		mahg		
Maintenance Building Relocation				HW			HW		mahg		
Vehicle Storage Building	HW			HW	GTS, Inc.		HW		mahg		
Equipment Storage Building				HW	GTS, Inc.		HW		mahg		
Secondary WRRF Access	HW			HW							

Legend	
HW	Hawkins-Weir Engineers, Inc.
	Black & Veatch
mahg	MAHG Architecture
GTS, Inc.	GTS, Inc.
	Safety & Environmental Investigations, Inc.

Appendix B

**Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective through August 10, 2024⁽¹⁾**

Engineer

Engineer VIII	\$ 240 Per Hour
Engineer VII	\$ 220 Per Hour
Engineer VI	\$ 200 Per Hour
Engineer V	\$ 175 Per Hour
Engineer IV	\$ 150 Per Hour
Engineer III	\$ 130 Per Hour
Engineer II	\$ 115 Per Hour
Engineer I	\$ 100 Per Hour

Engineering Technician

Designer I	\$ 110 Per Hour
Technician IV	\$ 100 Per Hour
Technician III	\$ 85 Per Hour
Technician II	\$ 75 Per Hour
Technician I	\$ 65 Per Hour

Field Technician - Field Inspector

Resident Project Representative (RPR)	\$ 120 Per Hour
Construction Manager	\$ 100 Per Hour
Inspector II	\$ 85 Per Hour
Inspector I	\$ 75 Per Hour

Field Surveying

GPS Survey	\$ 175 Per Hour
Surveyor	\$ 125 Per Hour

Administrative

Business Manager	\$ 85 Per Hour
------------------	----------------

Expert Witness

Preparation	At Engineer's Hourly Rate
Testimony, less than 1/2 day	\$2,000
Testimony, per Day	\$4,000

Expenses **Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract**

Subconsultants/Outside Services		
Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising		
Travel:	Hotel and meals	Actual Cost
	Vehicle ⁽²⁾	\$0.655 per mile effective 1/1/23
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.12 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$ 12.00 Per Copy
	22 x 34 Size Copy - Color Photo	\$ 25.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

(1) Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) or Lump Sum fee amounts without a formal Contract Amendment.

(2) To be adjusted periodically to current IRS mileage rate.



Amendment No. 2
Appendix C - Scope of Services and Fee Proposal Summary
Feasibility Study to Address Capacity/Growth
for Wastewater Treatment
Bentonville, Arkansas
HWEI Project No. 2021037
August 2, 2023



A. Task 1 - Project Funding Assistance

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Task	Project Administration		Site Civil				Process Mechanical			Structural		Electrical/Instrumentation		Support Services		
	Engr VIII	Engr VI	Engr VI	Engr V	Engr IV	Engr III	Engr VIII	Engr VI	Eng IV	Engr VIII	Engr VI	Engr VII	Engr IV	GPS Survey	Tech IV	Tech I
1. Prepare and submit a pre-application to the Arkansas Water and Wastewater Advisory Committee (AWWAC)	4	8														
2. Prepare and Submit an Application to the Arkansas Department of Agriculture Natural Resources Division (NRD) to add the project to the Priority Project List	4	8														
3. Prepare and submit an application to the NRD for a State Water Plan Compliance Review	4	8														
4. Prepare and Submit a Clean Water Revolving Loan Fund Application	8	8													8	
a. Coordinate with the City of Bentonville to assemble the required documentation	8	8														
5. Virtually attend a maximum of two (2) Arkansas Natural Resources Commission Meetings and respond to any questions	4	4														
6. Review Memorandum of Agreement and provide comments to the City of Bentonville	8	4														
																\$20,000

B. Task 2 - Preliminary Design Phase

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Task	Project Administration		Site Civil				Process Mechanical			Structural		Electrical/Instrumentation		Support Services		
	Engr VIII	Engr VI	Engr VI	Engr V	Engr IV	Engr III	Engr VIII	Engr VI	Eng IV	Engr VIII	Engr VI	Engr VII	Engr	GPS Survey	Tech IV	Tech I
1. Additional Field Survey, including Drone Survey														120		
2. Develop REVIT Base Drawings for Existing Facilities								40		40					320	
3. Development/Confirmation of the Hydraulic Profile			40		24			40	40						16	
4. Development of the Design Basis Memorandum							160	400	160						24	80
																\$247,800

C. Task 3 - Final Design Phase

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Task	Project Administration		Site Civil				Process Mechanical			Structural		Electrical/Instrumentation		Support Services		
	Engr VIII	Engr VI	Engr VI	Engr V	Engr IV	Engr III	Engr VIII	Engr VI	Eng IV	Engr VIII	Engr VI	Engr VII	Engr IV	GPS Survey	Tech IV	Tech I
1. Prepare 60%, 90%, and 100% Design Documents (Plans and Specifications), including Workshops with the Owner and CMAR Coordination, for the following Final Design Phase Sub-Tasks:																
a. Site Layout and Grading, including the Preparation of the Storm Water Pollution Prevention Plan (SWPPP)			16	24	40	40				8	24	40	80	40	320	40
b. Site Drainage Improvements				24		40									40	16
c. Site Paving				80		40									40	8
d. Demolition Plans								40	40						40	16
e. Headworks			40	80	200	240	200	720	720	200	640	200	320		960	80
f. Headworks Electrical Building			8			40	8	80	40	24	80	240	360		80	40
g. Flow Diversion Distribution Box			8			16	8	40		8	40	8	16		40	8
h. Alum Chemical Feed System Improvements			8			16	8	40		8	16	8	24		24	8
i. Anoxic Basin Expansion and Modifications			8	40	80	16	8	40		80	240	40	160		160	8
j. Aeration Basin Improvements							8	24		8	16	16	40		80	8
k. Surface Wasting Improvements			8			24	8	40	40	16	40	8	24		40	8
l. Secondary Clarifier Distribution Box Improvements			8	8		24	8	24	8	24	40	8	16		80	8
m. Secondary Clarifier No. 1 Replacement			8	8		8	8	160	160	80	240	24	40		160	8
n. Secondary Clarifier No. 2 Improvements							16	80							16	8
o. Secondary Clarifier No. 3			16	16		80	40	160	160	80	240	40	80		160	16
p. RAS Pump Station Improvements							8	24	40	8	24	16	40		40	8
q. RAS Pump Station No. 2			8	16		24	8	40	160	16	40	16	40		80	16
r. Tertiary Filters			40	80	160	160	80	560	720	200	640	200	320		800	40
s. Dual Use Filtration Improvements			8			24	40	40	40		80	16	40		80	8
t. UV Disinfection System			8			24	40	80	80	40	160	40	160		120	16
u. Post-Aeration Basins			8			24	24	40	80	24	80	8	24		80	8
v. Post-Aeration Blower Building			8			40	8	40	40	24	80	40	120		80	8
w. Effluent Pump Station			24	40		80	40	240	320	80	240	80	160		160	40
w. WAS Pump Station Improvements							8	8	8	24		8	16		40	8
y. Electrical Building			8			40	8	40		24	40	200	360		80	40
z. Plant Water System Improvements			8	24		40	8	8	16						40	8
aa. Digester Valve Vaults							8	16	8	40	80	16	40		80	24
bb. Administration/Laboratory Building Expansion			8	16		24				24	80	40	80		40	24
cc. Maintenance Building Relocation			8	8		8				8	40	40	80		40	8
dd. Vehicle Storage Building			8	8		24		8		16	40	24	80		40	8
ee. Equipment Storage Building			8	8		24		8		16	40	24	80		40	8
ff. Secondary Access to the Bentonville WRRF site				40						40	80				80	
2. Quality Assurance/Quality Control (QAQC) Review	160	80														
3. Regulatory Permitting	24	24					80	200	160						40	24
4. City Planning/Permitting	16	16	40	80		40									40	24
																\$3,751,800



Amendment No. 2
Appendix C - Scope of Services and Fee Proposal Summary
Feasibility Study to Address Capacity/Growth
for Wastewater Treatment
Bentonville, Arkansas
HWEI Project No. 2021037
August 2, 2023



D. Reimbursable Expenses

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Item	Description	Total
1. Sub-Consultant Services		
a. Black & Veatch	Task 2 and 3 Services	\$1,540,000
b. Black & Veatch	Operability Workshop	\$44,200
c. MAHG Architecture	Architectural Services	\$200,000
d. GTS, Inc.	Geotechnical Investigation	\$52,000
e. FTN Associates, Ltd.	Floodplain & Wetlands Analysis	\$50,000
f. SEI	Lead Paint & Asbestos Survey	\$3,800
g. Environmental Services Company	Laboratory Testing Services - VFA, Calcium, and Magnesium	\$6,000
2. Permit Fees	Arkansas Department of Health Regulatory Review Fee; Arkansas Division of Environmental Quality - Storm Water Pollution Prevention Plan (SWPPP) Fee	\$1,000
3. Travel Related Expenses	Equipment/Plant Site Visits	\$10,000
4. Reproduction & Printing		\$12,000
5. Additional Errors & Omissions Insurance	\$6.0M in Coverage through 2028	\$225,000
Total Estimated Reimbursable Expenses		\$2,144,000

ENGINEERING SERVICES SUMMARY

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

A. Task 1 - Project Funding Assistance	\$20,000
B. Task 2 - Preliminary Design Phase	\$247,800
C. Task 3 - Final Design Phase	\$3,751,800
D. Reimbursable Expenses	\$2,144,000
Total Engineering Fee - Lump Sum	\$6,163,600

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME Trudy Henry PHONE (A/C, No, Ext) 770-552-4225 FAX (A/C, No) E-MAIL ADDRESS ACECCertificates@greyling.com																					
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A</td><td>Sentinel Insurance Company</td><td>11000</td></tr> <tr> <td>INSURER B</td><td>Hartford Ins Co of the Midwest</td><td>37478</td></tr> <tr> <td>INSURER C</td><td></td><td></td></tr> <tr> <td>INSURER D</td><td></td><td></td></tr> <tr> <td>INSURER E</td><td></td><td></td></tr> <tr> <td>INSURER F</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Sentinel Insurance Company	11000	INSURER B	Hartford Ins Co of the Midwest	37478	INSURER C			INSURER D			INSURER E			INSURER F		
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INSURER C																						
INSURER D																						
INSURER E																						
INSURER F																						

COVERAGES**CERTIFICATE NUMBER: 22-23****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE L MIT APPL ES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			20SBWZM2676	11/01/2022	11/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV NJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UEGNM6289	11/01/2022	11/01/2023	COMB NED S NGLE L MIT (Ea accident) \$1,000,000 BOD LY INJURY (Per person) \$ BOD LY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10000			20SBWZM2676	11/01/2022	11/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / N (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below		N / A	20WEGPV0830	11/01/2022	11/01/2023	☒ PER STATUTE ☐ OTH-ER E L. EACH ACCIDENT \$500,000 E L. DISEASE - EA EMPLOYEE \$500,000 E L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project# 2021037, Feasibility Study to Address Capacity/Growth for Wastewater Treatment City of Bentonville
 is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Bentonville
117 West Central Avenue
Bentonville, AR 72712-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance PO Box 251510 Little Rock AR 72225-	CONTACT NAME Zach Russenberger	
	PHONE (A/C, No, Ext) 501-614-1150	FAX (A/C, No) 501-614-1450
	E-MAIL ADDRESS zach.russenberger@bksi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A Hartford Fire Insurance Company	NAIC # 19682
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren AR 72957	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES**CERTIFICATE NUMBER:** 432856873**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE L MIT APPL ES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					PER STATUTE OTH-ER
	If yes, describe under DESCR PTION OF OPERATIONS below	N / A					E.L. EACH ACC DENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			38OH038729222	7/11/2022	7/11/2023	Each Claim Limit Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project# 2021037, Feasibility Study to Address Capacity/Growth for Wastewater Treatment

CERTIFICATE HOLDER**CANCELLATION**

City of Bentonville
117 West Central Avenue
Bentonville AR 72712

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC., IN THE AMOUNT OF SIX MILLION ONE HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$6,163,600.00); ADJUSTING THE 2023 BUDGET TO APPROPRIATE THE SAME FROM UTILITY FUND RESERVES INTO ACCOUNT #503030-47210 – PLANTS AND BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, the Water Resource Recovery Facility is requesting to amend the total contract price for the HWEI Project No. 2021037;

WHEREAS, this amendment defines additional services associated with project funding, preliminary, and final design phase services; and

WHEREAS, a budget adjustment in the amount of six million one hundred sixty-three thousand six hundred dollars (\$6,163,600.00) from Utility Fund Reserve to Account #503030-47210 – Plants and Building is requested to fund this amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amendment to the professional services agreement with Hawkins-Weir Engineers, in the amount of six million one hundred sixty-three thousand six hundred dollars (\$6,163,600.00);

Section 2: The 2023 Budget is amended to appropriate six million one hundred sixty-three thousand six hundred dollars (\$6,163,600.00) from Utility Fund Reserve to Account #503030-47210 – Plants and Building;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
----------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



LETTER AGREEMENT AMENDMENT #1

Date: July 26, 2023

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 25, 2020 between City of Bentonville, Arkansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Bentonville, Arkansas

Project Description: Sewer Collection Analysis and Peak Flow Management Program
Part II – Peak Flow Improvement Alternatives

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

PHASE 200 – PEAK FLOW IMPROVEMENT ALTERNATIVES

The objective of the study is to provide a comprehensive plan to manage peak flows and meet the ever demanding and changing direction of growth within the City of Bentonville

Project & Quality Management

Olsson's Project Manager (PM) will work with the Client, Client's sub-consultants, and Olsson's project team to provide the timely completion of quality work products within available budgetary resources. The PM's responsibilities include:

- **Project Management**
 - Establishing and maintaining project schedule and budget.
 - Define individual tasks and establish cost and schedule of each task.
 - Track the earned value of each task (the percent completion for each task times the total budget for each task).
- **Communication and Coordination with Others**
 - Coordinate with the Client, subconsultants, project team, agencies and/or other consultants that are involved with this project or adjacent projects. This involves one-on-one meetings, conference calls, etc.
 - Kick-Off Meeting – Once a notice to proceed has been received, the PM will schedule and attend a kickoff meeting with the full project team. The PM will draft

an agenda, send out invites, and record meeting notes with action items on which to follow up.

- PM will schedule and attend virtual monthly progress meetings (at a minimum) with the project team and will distribute an agenda 48 hours in advance of each meeting. The PM will draft an agenda, send out invites, and record meeting notes with action items on which to follow up. It is anticipated that a maximum of six (6) meetings (of all the types listed above) will be held for this project.
- Olsson will prepare and present one presentation to the Bentonville Utilities Board and one presentation in a public meeting with the City Council.
- **Quality Management**
 - Quality assurance and quality control (QA/QC) reviews will be undertaken by senior staff members of the firm selected for their experience and expertise. The goal of the QA/QC process is to identify and address technical issues and confirm drawings and documents are clear, complete, and concise.
 - Formal QA/QC reviews will be conducted at key intervals of design and prior to issuance of final report.

Research and Establishment of Design Parameters

Olsson will coordinate with area planning agencies and assist Client with establishing design parameters as follows:

- Determination of population and demographic projections.
- Review of available pertinent planning documents.
- Coordination with master street planning and land usage/zoning.
- Coordination with major industrial customers to ascertain available information regarding growth and demand projections.
- Coordination with planning & municipal jurisdictions, Including:
 - Northwest Arkansas Regional Planning Commission
 - Key stakeholders
- Establish design horizons, which are currently anticipated to be the following:
 - Immediate improvements
 - Phase 1 (Present - 2030)
 - Phase 2 (2030- 2035)
 - Ultimate Buildout

Evaluation/Analysis of Peak Flow Management Alternatives

For each sewer basin, using the level of service selected in previous tasks, Olsson shall analyze I/I reduction, equalization storage and collection system capacity improvements to eliminate sanitary sewer overflows at manholes and pump stations (if any).

- Rain and flow monitoring is being provided by Olsson using subconsultant to verify existing conditions where repairs have been made since flow monitoring in 2020. Olsson shall evaluate flow and rain data from 8 locations specified by Owner and update model for use in evaluating improvement alternatives.

- Analyze the recorded rainfall events to report the total rainfall, duration, peak intensity, and average intensity.
- Analyze the recorded dry weather flow to calculate the average weekday and weekend flow rates and patterns for the subbasin identified.
- Analyze flow and rainfall data to quantify rainfall-derived infiltration and inflow (RDII) and provide existing system characterization data for use in capacity analysis and modeling peak flow management alternatives.
- Develop maps, tables, and recommendations for targeting I/I reduction for private and public facilities.
- For gravity sewer components identified to be deficient in the model, develop alternatives to either upsize existing lines, parallel the system, provide relief sewer or combination of these.
- For lift stations identified to be deficient in the model, develop alternatives to improve storage, pumping capacity, force main capacity or combination of these.
- Analysis at the WRRF shall be limited to providing hydrographs of anticipated flows to the treatment facility at each design horizon.
- Two workshops shall be conducted with client. First workshop will be to review preliminary alternatives. Second workshop will include presentation and review of results of alternative investigations.

Sewer System Improvement Recommendations

Olsson shall develop and input into the hydraulic model projected demands for the design horizons as well as demands to analyze various peak flow events. Olsson shall analyze each basin under the aforementioned scenarios to determine infrastructure improvements necessary to convey the projected flows and enhance system performance. Based on the analysis, Olsson shall provide the following:

- Prepare planning-level scopes, schematic maps and opinions of probable costs for recommended CIP projects in each design horizon. For each future CIP project recommendation, description of flow levels (triggers) that necessitate the recommended improvement will be included.
- After screening of alternatives, Olsson has assumed opinions of cost for 11 sewer system alternatives will be developed for the report.
- Prepare and transmit a draft report describing the analyses and recommendations for review by the Client. Report will include description of design parameters, recommendations for public infrastructure I/I rehabilitation in the high priority basins, description of existing private I/I rehabilitation programs and discussion for city consideration, and recommended capital improvement projects as described above.
- After receiving review comments from the Client, prepare and transmit a final report to the Client and the Arkansas Department of Health.
- Prepare and perform two presentations to City of Bentonville Utility Board and City Council. Presentations will discuss the findings of the analyses and recommendations.

PHASE 210 – SSES SERVICES/FLOW MONITORING - SUBCONSULTANT

Olsson shall provide Sanitary Service Evaluation Survey (SSES) and sewer rehabilitation recommendations through service provided by Subconsultant, TREKK design Group, LLC. SSES services shall be performed in high priority subbasins as recommended in Baseline Sanitary Sewer Capacity Study. Additionally, flow and rain monitoring at eight (8) locations, including maintenance and Waterspout online service, shall be provided through the end of 2024. At the end of the flow monitoring period the City shall retain ownership of the flow and rain monitors. Trekk's Detailed Scope of Services and Detailed Fee Estimate are provided as Exhibit A and B to this agreement.

Trekk subconsultant services shall be provided at a special rate of Actual Cost + 5%.

ASSUMPTIONS/EXCLUSIONS

- Sewer Modeling shall be performed using InfoWorks ICM software.
- Owner shall provide sewer model files converted from Infosewer to Infoworks ICM format.
- After screening of alternatives, Olsson has assumed opinions of cost for 11 sewer system alternatives will be developed for the report.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: September 4, 2023
Anticipated Completion Date: December 31, 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$1,417,887.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 60 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By _____
Andrea Adams, Senior Director of Operations

By _____
Chris Dougherty, PE, Senior Engineer

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF BENTONVILLE, ARKANSAS

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Exhibits

Project Fee Estimate
Olsson Labor Rate Billing Schedule 2023
Olsson Reimbursable Expense Schedule
A-TREKK Design Group, LLC – Scope of services
B- TREKK Design Group, LLC – Fee Estimate

Date: Wednesday, July 26, 2023
 Job: 023-2321 - BWU Part II - Peak Flow Management

		TOTALS			
Phase/ Task	Description of Work	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
200	Part II- Peak Flow Improvements				
	Project and Quality Management				
	PM & QA/QC	10.00	\$ 17,135.70	\$ -	\$ 17,135.70
	Progress Meetings (6)	8.25	\$ 12,280.56	\$ -	\$ 12,280.56
	Research and Establish of Design Parameters				
	Research	2.13	\$ 2,674.38	\$ -	\$ 2,674.38
	Maps and Projection Recommendations	7.50	\$ 9,302.38	\$ -	\$ 9,302.38
	Workshop Design Parameters with BWU	8.00	\$ 12,281.52	\$ 1,431.50	\$ 13,713.02
	Evaluation of Peak Flow Management Alternatives				
	Evaluate Rain and Flow Monitoring Data and Update Model (8)	15.00	\$ 19,123.04	\$ -	\$ 19,123.04
	Create Design Horizon Scenarios (3)	8.25	\$ 10,087.14	\$ -	\$ 10,087.14
	Analyze Scenarios and develop preliminary alternatives	25.13	\$ 34,381.98	\$ -	\$ 34,381.98
	Workshop - Selection of preliminary alternatives	3.75	\$ 6,007.14	\$ 1,431.50	\$ 7,438.64
	Evaluation of Gravity Sewer Alternatives (5)	12.19	\$ 15,146.90	\$ -	\$ 15,146.90
	Evaluation of Lift Station Improvements (6)	20.25	\$ 25,413.42	\$ -	\$ 25,413.42
	Cost Estimations (11)	17.00	\$ 21,571.04	\$ -	\$ 21,571.04
	Workshop - Recommend Sewer System Improvements (11)	15.25	\$ 21,232.66	\$ 1,431.50	\$ 22,664.16
	Other Design Meetings (2)	7.00	\$ 11,145.52	\$ 4,144.50	\$ 15,290.02
	Prepare scope level exhibits	5.13	\$ 5,985.19	\$ -	\$ 5,985.19
	Prepare Draft Report	21.25	\$ 30,075.70	\$ 67.50	\$ 30,143.20
	Revise Per City Comments	10.13	\$ 14,083.47	\$ -	\$ 14,083.47
	Prepare and Perform Presentations to Commission and Council	11.50	\$ 17,035.04	\$ 1,358.80	\$ 18,393.84
		-	\$ -	\$ -	\$ -
210	SSSES/Flow Monitoring Subconsultant Services				
	Trekk	-	\$ -	\$ 1,099,594.06	\$ 1,099,594.06
		-	\$ -	\$ -	\$ -
		-	\$ -	\$ -	\$ -
		-	\$ -	\$ -	\$ -
		-	\$ -	\$ -	\$ -
		-	\$ -	\$ -	\$ -
		-	\$ -	\$ -	\$ -
GRAND TOTAL		207.71	\$ 284,962.78	\$ 1,109,459.36	\$ 1,394,422.00

\\lte-oma-fs1\projects\2020\2001-2500\020-2321\20-Management\Contracts\23-05-25_Amendment 1_Part II Sewer Study\23-07-21_Amendment 1_Eng Fee Calc_020-23;



General Infrastructure

LABOR RATE BILLING SCHEDULE 2023

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal/Senior Professional	175 - 280
Project Manager.....	140 - 265
Project Professional.....	130 - 180
Associate Professional	115 - 135
Assistant Professional.....	85 - 130
Designer	110 - 160
CAD Operator	45 - 125
*Surveyor	65 - 150
*Survey Crew.....	130 - 175
*Construction Services.....	50 - 240
Administrative/Clerical.....	45 - 110

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

*Not inclusive of all services. Refer to Note 1.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

EXHIBIT A

SCOPE OF WORK

Owner: City of Bentonville, AR
Engineer: Olsson
Consultant: TREKK Design Group, LLC
Project: Priority Basins - Sanitary Sewer Evaluation Survey and Data Analysis, and Long-Term Flow Monitoring

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by TREKK (Consultant) for Olsson (Engineer) and the City of Bentonville (City) for the Priority Basins – Sanitary Sewer Evaluation Survey and Analysis, and Long-Term Flow monitoring (Project)

The Project. In 2023, the Engineer and its subconsultants prepared the “Bentonville Baseline Sanitary Sewer Capacity Study – Part I” for the City. The City would like to proceed with Phase II of the work and the Engineer has requested that Consultant perform a sanitary sewer evaluation survey of the seven high priority basins as determined in the 2023 report and provide an analysis to prioritize assets for repair or replacement.

The following table summarizes the High Priority Subbasins as identified in the 2023 Report prepared by the Engineer.

Subbasin	Length of Pipe (LF)	Number of Manholes
TB2	13,900	45
TB3	33,300	133
TB4	45,600	184
TB5	20,900	63
TB6	35,300	125
M10	33,000	132
M12	34,000	140
Total	216,000	822

Work shall include field inspections in the basins to identify sources of inflow and infiltration (I/I). Field services to be performed include smoke testing, limited dyed water testing to confirm sources through private testing or during CCTV, 360-degree manhole inspections of manholes not previously inspected as part of the 2023 report, acoustic sounding, and CCTV of approximately 10 percent of each basin. In addition, Consultant shall purchase and install 8 flow meters, 6 rain gauges, and 14 cameras and maintain them for a period of 16 months.

Following the investigations, Consultant shall perform an analysis of the data to identify locations of I/I, quantify and assign I/I to the pipe and manhole defects, assign preliminary costs for repairs, and prioritize assets for rehabilitation or replacement based on cost/gpd of I/I removed. Rehabilitation schedules for pipe and manholes will be provided in Excel.

Consultant assumes that the Engineer and City will provide the appropriate management staff at technical review meetings to make technical decisions and provide direction to Consultant which will allow the Consultant to move forward and maintain the schedule. Changes in technical direction by the Engineer and City that result in rework by the Consultant may require an amendment to this scope and/or modification of the project schedule.

- A. Task Series Listing. This Basic Scope of Services is organized under the following Task Series. Town Branch basin is abbreviated as “TB” and McKisic basin is abbreviated as “M”.
1. Task Series 100 – Project Management, Administration, and Meetings
 2. Task Series 200 – Flow Monitoring Investigation, Installation, and Maintenance
 3. Task Series 300 - SSES Field Services and Analysis
 4. Task Series 400 – Flow Monitor Equipment Costs

II. SCOPE OF WORK

The following Task Series describe the Scope of Work to be provided by Consultant for this Project.

TASK SERIES 100 - PROJECT MANAGEMENT, ADMINISTRATION, AND MEETINGS

The purpose of this task will be to manage, direct and oversee each element of the scope of work identified herein employed by the Consultant in completion of the Work. The following management activities will be provided by Consultant.

Task 101 Project Management and Administration Services

Provide project management services necessary throughout the project to successfully manage and complete the Project, including project correspondence and consultation with Engineer and City staff; supervision and coordination of services; assignment of personnel resources and equipment; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly project status report will document work progress, the percentage of completed work, schedule status, and budget status.

Deliverables: Monthly invoices and project status report. Sixteen invoices are anticipated.

Task 102 Project Meetings and Coordination

The Consultant shall meet with Engineer and City staff during an initial kick-off meeting. The purpose of the initial meeting will be to discuss the project goals and objectives, review expectations, coordinate field services, review schedule, and confirm deliverables.

The Consultant will participate in up to six (6) progress meetings during the Project to discuss work completed and to plan for the next phase of fieldwork or analysis. Meetings shall include discussions on work progress, coordination efforts, inspection results, deliverable status, and any

targeted discussion points or potential issues that may need resolved. The project manager and appropriate field team leaders involved with current work activities shall attend on behalf of Consultant. One (1) additional meeting shall be held to review the results of the analysis and the recommended prioritization with the Engineer and City. The Consultant shall prepare an agenda for each meeting and a summary following the meeting.

Project meetings shall be in person unless requested otherwise by Engineer or City. Some key staff members of the Consultant may attend the meeting virtually.

Consultant will conduct internal team coordination meetings prior to each phase of field services and analysis to manage staff resources, to review deliverables, and to execute the defined scope of work. Consultant will review interim technical materials and draft deliverables, adjust the technical approach as required, and update the schedule.

Deliverables: Meeting Materials, Meeting Notes, and Project Schedule for up to eight (8) meetings.

TASK SERIES 200 - FLOW MONITORING INVESTIGATION, INSTALLATION AND MAINTENANCE

Task 201 Site Investigations

Consultant shall perform temporary flow monitoring site investigations for 8 flow meters and 6 rain gauges at locations provided by the Engineer and City. The purpose of the site investigations is to confirm each site is conducive for safe and effective flow monitoring that will produce quality data. The following shall be taken into consideration when performing the meter site investigations.

Suitability for Accurate Metering - The accuracy of the open channel flow metering will depend on numerous variables, and it is imperative that they be controlled as much as possible. For this reason, reconnaissance inspections will be performed to minimize such error-causing factors such as changes in pipe alignment and size, low flow, debris, interruption of channel flow by side inlets and turbulence caused by uneven channels. In addition, Consultant will check for signal strength at the metering locations to ensure meter and rain gauge modems are able to consistently transmit data.

Safety - It is important that the proposed sites conform to Consultant's requirements for safe operating conditions. If the site falls outside of these requirements, alternate sites that are suitable based on safety requirements will be selected upon further consultation with the City and the Engineer. If upon inspections, one or more of the proposed locations are not suitable for flow monitoring, Consultant will recommend alternative locations near the original location.

Once meter and rain gauge locations are confirmed, Consultant shall prepare mounting equipment, meter bands, and rain gauge mounts specific to each site.

Task 202 Flow Meter and Rain Gauge Installation (8 Meters, 6 Rain Gauges)

Prior to installation, all the new flow monitoring equipment will be bench tested by the Consultant to verify the functionality and accuracy of the metering equipment. If any repairs are required, Consultant will coordinate replacement of the equipment with the City and the meter manufacturer.

Meters and rain gauges will be installed at the locations determined during the site investigations. Meters and rain gauges will be appropriately mounted for each site, antennae installed, and sensors mounted within the flow using appropriately sized bands. Initial interrogations (manual measurements of velocity and depth) will be recorded to verify initial readings. Consultant shall complete site assessment forms for each flow monitoring location. The assessment form shall include installation photos, pipe size, pipe material, manhole depth, evidence of surcharge, flow quality and silt levels.

Deliverables:

- Site Assessment Forms
- PDF Records of Site Installation with Field Notes

Task 203 Site Calibration Trip

Consultant shall perform post installation visits at the flow meter locations to verify calibrations. Field calibrations will be conducted by completing manual flow depth measurements and using a portable velocity meter (PVM) to obtain a real-time velocity profile. These measurements will be used to verify calibration, and any necessary adjustments will be made for quality data collection.

Task 204 Flow Meter and Rain Gauge Removal and Relocation

If requested by the Engineer and City, some or all the meters and rain gauges may be removed and relocated during the metering time period. New sites shall be investigated, and equipment mounted and installed at the new locations.

Task 205 Site Calibration

Consultant shall perform post installation visits at the relocated flow meter locations to verify calibrations. Interrogation measurements will be used to verify calibration, and any necessary adjustments will be made for quality data collection.

Task 206 Flow Meter Maintenance (16 Months)

Consultant shall provide field maintenance for the 8 flow meters and 6 rain gauges for a period of 16 months for up to 30 site visits. Flow meter maintenance shall include the upload and interrogation of all flow data, monthly velocity profiling, replacement of batteries, sensor cleaning, and other diagnostic checks. Consultant shall use Fulcrum, its sensor management system work tracking application to monitor, manage, and record the field maintenance efforts. The maintenance record module will power the collection of field interrogation records, manual verification measurements, and other detailed field note information. It will also include a detailed site summary along with photos and a summary of maintenance visits and work order history. Following a severe weather event, Consultant will perform a site visit to clean and verify the flow metering equipment and rain gauges are functioning properly.

Field maintenance frequency is assumed to be every third week and as needed for maintenance. More visits may be needed earlier in the base monitoring period to establish proper calibration and meter placement.

Remote diagnostic inspections (RDI) will be routinely completed throughout the monitoring period to verify meters are working properly and to complete engineered data reliability reviews. Consultant shall utilize Waterspout. The remote data server will allow reviewers to see the network

in real-time and schedule maintenance site visits in order to maximize data uptime and minimize data gaps.

After 60 days of flow monitoring and again at the end of the monitoring period, flow data will be evaluated, and any necessary data adjustments will be made based on field interrogation data, field notes, and the potential impact of silt and debris at the site. Consultant will prepare an operations report summarizing the reporting period field activities, calibration checks, and any adjustments made to the sites.

Consultant shall install, service, and maintain 6 continuous recording, electronic rain gauges and 6 cameras during the same base monitoring period. The rain gauges will record rainfall to one-hundredths of an inch increments. The instruments will be checked monthly by Consultant or when maintenance is required.

Equipment will include remote telemetry units which use cellular technology. However, if data connections are lost, meters or rain gauges will be downloaded during the next maintenance visit and data uploaded to the Waterspout.

Task 207 Waterspout Platform

The Consultant's Waterspout platform* will be configured and made available to allow the City and Engineer to remotely log in and view data at the flow and rainfall monitoring locations. Usernames and passwords will be established as requested, for up to six users. Consultant will configure the platform for the eight flow meter sites and the six rain gauge locations.

The following will be made available to the City and Engineer through the platform:

- Processed data following each maintenance visit.
- Tabular and graphical data of depth, velocity, flow, rainfall, digital camera pictures.
- Scatterplots.
- Assessment, installation and maintenance visit information.
- Map of installed sites with status of function.
- Ability to export raw and engineered flow data.
- Recommendations for data adjustments due to impacts of silt and debris.

The price of a Waterspout license includes access to data for up to 365 days from the date of the data logger installation. Two years of data access is included in this project.

TASK SERIES 300 - SSES FIELD SERVICES AND ANALYSIS

Consultant shall provide all equipment, labor, software, supplies, and other resources to fully complete field inspections. All structures and associated pipes must be accessible or have right of entry to property secured and provided by the City. Consultant will review available City GIS mapping to locate structures that may lack adequate easements or right of way, or other obstacles. Consultant will bring these areas to the attention of the Engineer and City for discussion.

Consultant assumes that no heavy equipment will be required to access structures. Consultant will coordinate access with the City where heavy equipment may be needed.

Task 301 Smoke Testing

Smoke Testing will be conducted on up to 216,000 linear feet of pipe located within each subbasin to identify I/I sources from both the public and private sector.

Smoke testing activities will include a minimum of 48 hours advance notification to all residents within the study areas. Notification will be done by placement of bilingual door hangers on homes and businesses by Consultant. The notice will include general information about the testing; including instructions to fill infrequently used plumbing traps with water and a tablespoon of cooking oil to prohibit smoke from entering buildings via service lines and will be reviewed and approved by Engineer and City prior to distribution. All emergency services including, but not limited to County Sheriff's Departments, City Police Department, City Hall, Central Dispatch and the City Fire Departments will be notified by Consultant personnel of the smoke testing and the boundaries of the testing. Consultant will coordinate with the City prior to communicating with emergency services.

High-rate smoke blowers and liquid smoke will provide continuous smoke production while the field crew canvasses the areas over and adjacent to the lines and conducts a perimeter check of all buildings in proximity for evidence of smoke. Each positively identified source shall be digitally photographed, located and referenced. Defective service laterals will be identified for subsequent investigation. All smoke testing inspections will be recorded on Consultant's field forms and input into a database compatible with ArcMap GIS software. If requested by the City, Consultant will replace missing cleanout caps that do not require any cutting or glue that are found during smoke testing. The City shall supply Consultant with cleanout caps prior to smoke testing so that caps can be replaced during smoke testing.

Deliverables:

- Defect Summary Table (Excel format)
- GIS Geodatabase of Smoke Defects
- Smoke Defect Photos
- PDF map of smoke defects
- List of cleanout caps replaced, if applicable

Tasks 302 Dyed Water Testing

Follow-up dyed water testing of suspected I/I sources identified during the smoke testing and manhole inspections will be performed to verify connection to the sanitary sewer system and quantify leakage. A fluorescent dye will be washed down any suspected I/I connection and/or adjacent storm sewers may be dye flooded. This will be accomplished by placing the dye directly into the suspect source and/or dye flooding adjacent storm sewers. Adequate water will be used to ensure that the dye has enough time to be observed in the downstream manhole. Presence of dyed water in the system downstream of the test verifies the I/I source connection.

Dyed water testing may be conducted in conjunction with CCTV inspection of the sanitary sewer main lines to verify connections and quantify I/I. Up to 40 dyed water tests will be performed.

Photographic records will be made of each confirmed source identified during dyed water testing.

Deliverables:

- Photographic Dyed Water Test Records

- Pdf map of testing locations and test results

Tasks 303 Manhole and Visual Pipe Inspections

Manhole inspections will be conducted by two-person crews. Manholes will be inspected from the topside of the manhole using the TREKK360 camera to collect panoramic photos, as well as mirrors and/or high-powered spotlights if necessary. Each structural component of the manhole will be inspected and assigned a structural and I/I condition rating in accordance with the criteria rating system agreed upon with the Engineer. Photographic records will be used to supplement and substantiate manhole inspection observations and recommendations. All manhole inspection data will be digitally recorded as work progresses.

Visual inspections of all incoming and outgoing pipes of all accessible manhole structures inspected will be conducted. This shall include private service laterals that enter the manholes. Photographs shall be taken of the line segments from inside the manhole, showing cracked pipe; offset joints greater than 1 inch, partially or fully collapsed pipe; or obstructions such as roots, debris, or grease. Each photograph shall be properly annotated and attached to the specific inspection record.

During field activities, field technicians will confirm system network connectivity, add newly identified structures to the online map, and provide sketches of routing discrepancies. Network change data will be provided to Engineer to allow for GIS updates.

The field crews shall commit a minimum of 15 minutes of searching for a manhole before classifying it as “could not locate” or “buried”. Metal detectors, probes, and shovels will be used to locate buried manholes. Manholes buried less than 6 inches deep in non-paved areas will be uncovered for inspection. A list and general vicinity of manholes that could not be inspected because they were buried, or crews were unable to locate will be tabulated and provided to the Engineer and City to be located and uncovered. Consultant will then follow-up with an inspection of the manhole once it is located and made accessible.

Deliverables:

- List of Any Identified Emergency Repairs
- GIS Network Change Data
- 360-degree Imaging Data
- Manhole Inspection and Visual Pipe Inspection Reports with Photos (PDF format)

Tasks 304 Acoustic Sounding

Acoustic sounding will be performed on up to 216,000 linear feet of sewer pipe to identify areas which may have diminished capacity or blockage. Acoustic sounding can be used to evaluate the aggregate blockage within a sewer pipe section using an acoustic method. The approach allows the pipe sections to be evaluated rapidly with no confined space entry, or impact to traffic or service disruption. The results will include a tabular listing of each section evaluated along with a blockage condition score. Each pipeline will be scored with a value ranging from 0 to 10 with 0 representing complete blockage and 10 representing clean pipelines. Results of acoustic sounding will be incorporated into a database compatible with ArcMap GIS software.

Deliverables:

- Tabular listing of blockage condition score
- Database of results compatible with ArcMap GIS

Tasks 305 CCTV Inspections

It is estimated that approximately 10% of the total linear footage of sewer pipe will be cleaned and televised using CCTV. Pipe recommended for CCTV will be selected based on the age and material of pipe, and results of manhole inspections, visual pipe inspections, smoke testing, and acoustic sounding.

Light cleaning will be performed to clear the sewers of debris and any flow obstructions to allow the CCTV camera to pass through the sewer for inspection and documentation of defects. The cleaning equipment shall be a type generally recognized by the trade for the purpose of cleaning sanitary sewers. The equipment shall be capable of removing roots, dirt, grease, rocks, bricks, sand, and other materials and minor obstructions from the sewer pipes and manhole channels. Light sewer cleaning shall be completed with a high velocity jet-cleaning machine and shall be defined as up to three slow passes.

If more effort is required, Consultant will be compensated for “Heavy Cleaning”, using an hourly crew charge. Consultant shall obtain authorization from the Engineer and City prior to commencing heavy cleaning. City will respond to heavy cleaning requests within three hours of receipt. For authorized “Heavy Cleaning” work, Consultant shall keep a log of line segments cleaned and hours spent on each line segment. Up to 15 hours of heavy cleaning may be authorized. Consultant will coordinate with the City to determine a location for dumping debris removed from cleaning activities and will notify City prior to any dumping of debris. The City shall provide potable water for cleaning operations. Consultant shall obtain a water meter from the City.

CCTV inspections will be conducted utilizing a camera with pan and tilt capabilities. The pulling or pushing cable or tractor unit shall have a footage meter so that the location of the TV camera and point of observation will be known with reference from the starting manhole. The camera shall pan and tilt to all service connections to allow for the evaluation of the condition of the connection and to view inside the service connection. The camera shall also pan and tilt to significant structural defects and/or I/I sources. The direction of the camera will be noted. The display will always begin with the numbering from upstream manhole to downstream manhole. If a reverse setup is attempted, the same numbering system shall be used; however, the direction of camera shall be switched. If an unrecorded manhole is encountered, television inspection will halt. A new manhole number will be assigned (i.e.: line segment 2-1 will become 2-2a and 2a-1) per City standards. These changes will also be noted on maps and lists provided and submitted to the Engineer and City at the conclusion of the project work.

The camera shall be moved through the sanitary sewer line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer condition and lateral connections, but in no case will the television camera be pulled at a speed greater than 30 feet per minute. If, during the inspection operation, the television camera will not pass through the sewer line, the technician shall reset his equipment in a manner so that the inspection can be performed from the opposite direction. If, again, the camera fails to pass through the entire sewer, the location and cause of camera blockage will be documented, and information provided to the

Engineer and City. The inspection shall be considered complete, and no additional inspection work will be required.

All informational data on the pipes will be collected in NASSCO PACP format and delivered electronically to the Engineer and City at the conclusion of the project.

Deliverables:

- Pipe Run Report (PDF format)
- PACP NASSCO 7 inspection database (ACCESS format)
- List of Any Emergency Repairs
- CCTV video files

Tasks 306 I/I Source Flow Analysis and Rehabilitation Recommendations

Following the completion of the field inspections, Consultant will complete a design-based review of manhole, smoke, and CCTV data to establish a list of manholes and sewer mains recommended for repair. Manhole data, CCTV videos, and field photos will be reviewed thoroughly by NASSCO certified staff to determine preliminary recommended repairs and estimated costs. Sewer main recommendations for open cut or trenchless repairs will be made based on the severity of defects, existing ovality of the pipe, as well as access/surface considerations. Sewer main repairs will include open cut point repairs, open cut replacement, CIPP and pipe bursting. Defective service connections will be included in the recommended repairs utilizing both trenchless full wrap CIPP liners and open cut methods. Other methods will be considered at the recommendation of the Engineer or City. Manhole and pipe rehabilitation methods will be agreed upon with the Engineer and the City at the initial Kick-Off Meeting.

The Consultant will assign estimated I/I source flow rates based upon information collected during field inspection activities. Source unit flow rates will be adjusted accordingly based on smoke testing or dyed water testing results. The I/I assigned to each defect will be based on generally accepted values but does not purport to be exact. The purpose of assigning I/I to defects is to help in cost effective evaluations and prioritization. A certain percentage of I/I flow will be unidentified. These typically include building foundation drains, sump pumps, private service laterals, and other such sources for which smoke testing and inspection activities are not totally effective. The I/I for each defect will be totaled for every inspected manhole and televised pipe segment to obtain a total identified I/I for each asset. A prioritized I/I elimination analysis will then be conducted to compare costs associated with repairs to defect flow contributions (\$/gpm). This is the proposed cost to remove I/I from the system by making the repairs. Unit repair or replacement costs will be provided by Engineer from recent City bid tabs for use in the cost analysis.

Following the prioritization, repairs will be generally categorized as Priority 1, Priority 2, or Priority 3 to allow the City to budget and plan for immediate and long-term repairs. Generally, emergency repairs and assets that remove the most gpd of I/I for the cost of repairs will be included as Priority 1. Consultant, Engineer, and City will determine the maximum \$/gpd for each category.

Upon the completion of the rehabilitation recommendations, Consultant will meet with the Engineer and City to discuss the findings and future planned construction projects that may affect the recommendations and priority levels. Following Engineer and City approval of final repair recommendations, Consultant will prepare final deliverables.

Deliverables:

- Prioritized and sortable Excel spreadsheet listing all assets with a \$/gpd for I/I removal.
- Prioritized manhole rehabilitation schedule in Excel divided by Priority.
- Prioritized sewer main rehabilitation schedule in Excel divided by Priority.
- Map of final rehabilitation plan showing assets color coded by Priority.

TASK SERIES 400 - FLOW MONITORING EQUIPMENT COSTS**Task 401 Blue Siren Equipment**

Consultant shall arrange for the purchase and delivery of the following equipment:

- ECOSiren Flow Meters (8)
- ECOSiren Rain Gauges (6)
- Vision Sensors (14)
- Spare AV Sensors (8)
- SIM Cards (14) and Service for Duration of Project

Task 402 Miscellaneous Metering Equipment

Consultant shall provide equipment for the installation of the flow meters, rain gauges, and cameras. Equipment will include mounting hardware and brackets, camera mounts for the rain gauge cameras, and Isco bands for mounting sensors in sewers.

(End of Scope of Services)



Exhibit B
2023 FEE ESTIMATE
City of Bentonville, Arkansas
Priority Basins - Sanitary Sewer Evaluation Survey and Data Analysis,
Long Term Flow Monitoring

Estimated NTP August 2023 Contract Time 16 Months (455 Days)	Labor												Direct Expenses							Labor Total	Unit Cost Total	Direct Expenses Total	TOTALS		
	Project Manager QA/QC	Assistant Project Manager	Project Engineer	Field Manager/ Data Review	Office Technician	Field Technician	GIS Specialist	Administration & Accounting	Smoke Testing (LF)	Dyed Water Testing (EA)	Acoustic Sounding (LF)	TREKK 360 Manhole Inspections (EA)	CCTV Mobilization (LS)	CCTV (LF)	Waterspout Fee (per YR)	Batteries (EA)	Metering Equipment (LS)	Mileage (Mile)							
Fee Billing Rate	\$233.00	\$179.00	\$125.00	\$135.00	\$97.00	\$97.00	\$147.00	\$116.00	\$0.68	\$400.00	\$0.39	\$184.00	\$2,500.00	\$4.50	\$5,600.00	\$1.30			\$0.656						
WORK TASK DESCRIPTION																									
Task 100 - Project Management, Administration, & Meetings																			\$ 74,362.00	\$ -	\$ 341.12	\$ 74,703.12			
101 Project Management & Administration Services	140	110						34											\$ 56,254.00	\$ -	\$ -	\$ 56,254.00			
102 Project Meetings & Coordination (KO, 6 Progress Mtgs, Draft Review Mtg)	32	24	14	14	14	14												520	\$ 18,108.00	\$ -	\$ 341.12	\$ 18,449.12			
Task 200 - Flow Monitoring Investigation, Installation, & Maintenance																			\$ 155,852.00	\$ -	\$ 14,480.32	\$ 170,332.32			
201 Site Investigations	4	4		6	6	28												40	\$ 5,756.00	\$ -	\$ 26.24	\$ 5,782.24			
202 Flow Meter and Rain Gauge Installation (8 FM/6 RG, Bench Tests)	8	8		12	12	72												20	\$ 13,064.00	\$ -	\$ 13.12	\$ 13,077.12			
203 Site Calibration (1 Trip - 8 FM/6 RG Sites)				4	4	28												20	\$ 3,644.00	\$ -	\$ 13.12	\$ 3,657.12			
204 Flow Meter and Rain Gauge Removal and Relocation	8	8		12	12	72												20	\$ 13,064.00	\$ -	\$ 13.12	\$ 13,077.12			
205 Site Calibration (1 Trip - 8 FM/6 RG Sites)				4	4	28												20	\$ 3,644.00	\$ -	\$ 13.12	\$ 3,657.12			
206 Flow Meter Maintenance (16 months, up to 30 site visits total)	34	52	16	68	34	840										2,160		600	\$ 113,188.00	\$ -	\$ 3,201.60	\$ 116,389.60			
207 Waterspout Platform					36										2				\$ 3,492.00	\$ -	\$ 11,200.00	\$ 14,692.00			
Task 300 - SSES Field Services & Analysis																			\$ 266,543.00	\$ 398,368.00	\$ 102,200.00	\$ 767,111.00			
301 Smoke Testing	16	24		20	60		24		216,000										\$ 20,072.00	\$ 146,880.00	\$ -	\$ 166,952.00			
302 Dyed Water Testing	4	8		8	16		8			40									\$ 6,172.00	\$ 16,000.00	\$ -	\$ 22,172.00			
303 Manhole and Visual Pipe Inspections	16	16		32	120		80					822							\$ 34,312.00	\$ 151,248.00	\$ -	\$ 185,560.00			
304 Acoustic Sounding	8	16		32	40		40				216,000								\$ 18,808.00	\$ 84,240.00	\$ -	\$ 103,048.00			
305 CCTV (10% of total LF)	16	32		96	28		80						2	21,600					\$ 36,892.00	\$ -	\$ 102,200.00	\$ 139,092.00			
306 VI Flow Source Analysis & Rehabilitation Recommendations	112	80	224	465	112		56												\$ 150,287.00	\$ -	\$ -	\$ 150,287.00			
SUBTOTAL HOURS / QUANTITY	398	382	254	773	498	1,082	288	34	216,000	40	216,000	822	2	21,600	2	2,160	0	1,240	3,709						
SUBTOTAL TREKK FEE	\$92,734.00	\$68,378.00	\$31,750.00	\$104,355.00	\$48,306.00	\$104,954.00	\$42,336.00	\$3,944.00	\$146,880.00	\$16,000.00	\$84,240.00	\$151,248.00	\$5,000.00	\$97,200.00	\$11,200.00	\$2,808.00	\$0.00	\$813.44	\$496,757.00	\$398,368.00	\$117,021.44	\$1,012,146.44			
Task 400 - Flow Monitor Equipment Costs																									
401 Blue Siren Equipment																	\$53,134.00		\$ -	\$ -	\$ 53,134.00	\$ 53,134.00			
402 Miscellaneous Metering Equipment																	\$4,300.00		\$ -	\$ -	\$ 4,300.00	\$ 4,300.00			
SUBTOTAL EQUIPMENT																	\$57,434.00				\$57,434.00	\$57,434.00			
TOTAL FEE	\$92,734.00	\$68,378.00	\$31,750.00	\$104,355.00	\$48,306.00	\$104,954.00	\$42,336.00	\$3,944.00	\$146,880.00	\$16,000.00	\$84,240.00	\$151,248.00	\$5,000.00	\$97,200.00	\$11,200.00	\$2,808.00	\$57,434.00	\$813.44	\$496,757.00	\$398,368.00	\$174,455.44	\$1,069,580.44			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH OLSSON INC., TO INCLUDE PEAK FLOW IMPROVEMENT ALTERNATIVES AND PROJECT AND QUALITY MANAGEMENT SERVICES RELATED TO THE SEWER COLLECTION ANALYSIS AND PEAK FLOW MANAGEMENT PROGRAM; APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE MILLION FOUR HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS (\$1,417,887.00) FROM UTILITY FUND RESERVES TO ACCOUNT #503040-47340 – SEWER IMPROVEMENTS; AND FOR OTHER PURPOSES.

WHEREAS, Olsson, Inc. was previously awarded the contract for the Sewer Collection Analysis and Peak Flow Management Program Part 1;

WHEREAS, an amendment is requested that will identify I/I sources within the seven high priority sewer basins, install permanent flow and monitoring, and determine sewer interceptor sizes to accommodate the future growth of Bentonville; and

WHEREAS, a budget adjustment in the amount of one million four hundred seventeen thousand eight hundred eighty-seven dollars (\$1,417,887.00) from Utility Fund Reserve to Account #503040-47340 – Sewer Improvements is requested to fund this amendment.

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 Olsson, Inc. in the amount of one million four hundred seventeen thousand eight hundred eighty-seven dollars (\$1,417,887.00) for services related to the Sewer Collection Analysis and Peak Flow Management Program;

Section 2: The 2023 Budget is amended to appropriate one million four hundred seventeen thousand eight hundred eighty-seven dollars (\$1,417,887.00) from Utility Fund Reserve to Account #503040-47340 – Sewer Improvements;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City Council Agenda Items
For the City Council Meeting of August 22, 2023
From the August 15, 2023 Planning Commission Meeting

1. **Ordinance accepting a lot split of unplatted section land and part of Lot 174 of Oxford Ridge Subdivision; Creating new Lots 1, 2, & 3 of Pabst Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0036) 4229 SW Bright Road.**

The Planning Commission voted 7-0 recommending approval.

A lot split of unplatted section land and part of Lot 174 of Oxford Ridge Subdivision, creating new Lots 1, 2 and 3 of Pabst Addition. The Plat dedicates utility easements to serve the newly created lots. Per the requirements of the Master Street Plan, right-of-way along both Southwest Bright Road and Southwest Cherry Road are adequate. No variances or waivers are associated with this lot split.

2. **Ordinance accepting a property line adjustment of existing Lots 21 & 22, of Block 2, Clark's 2nd Addition; Creating new Lot 35 of Block 2, Clark's 2nd Addition to the City of Bentonville, Arkansas; and for other purposes. (Project Number: LS23-0042) 306 SW 3rd Street.**

The Planning Commission voted 7-0 recommending approval.

A property line adjustment of existing Lots 21 and 22, Block 2 of Clarks 2nd Addition, creating Lot 35, Block 2 of Clark's 2nd Addition. The Plat dedicates a utility easement to serve the newly created lot. Per the requirements of the Master Street Plan, right-of-way along Southwest 3rd Street is adequate. No variances or waivers are associated with this property line adjustment.

3. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-1, Downtown Low Density Residential; and for other purposes. (Project Number: RZ23-0057) 303 NW H Street.**

The Planning Commission voted 7-0 recommending approval.

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width. The proposed zoning of DN-1 is consistent with the Future Land Use Plan for this area and is compatible with the surrounding development patterns within this area of the city which lends additional support to the requested change.



Consent Agenda Items

For the Planning Commission meeting on August 15, 2023

Reviewer: Jon Stanley, ASLA, APA, Senior Planner

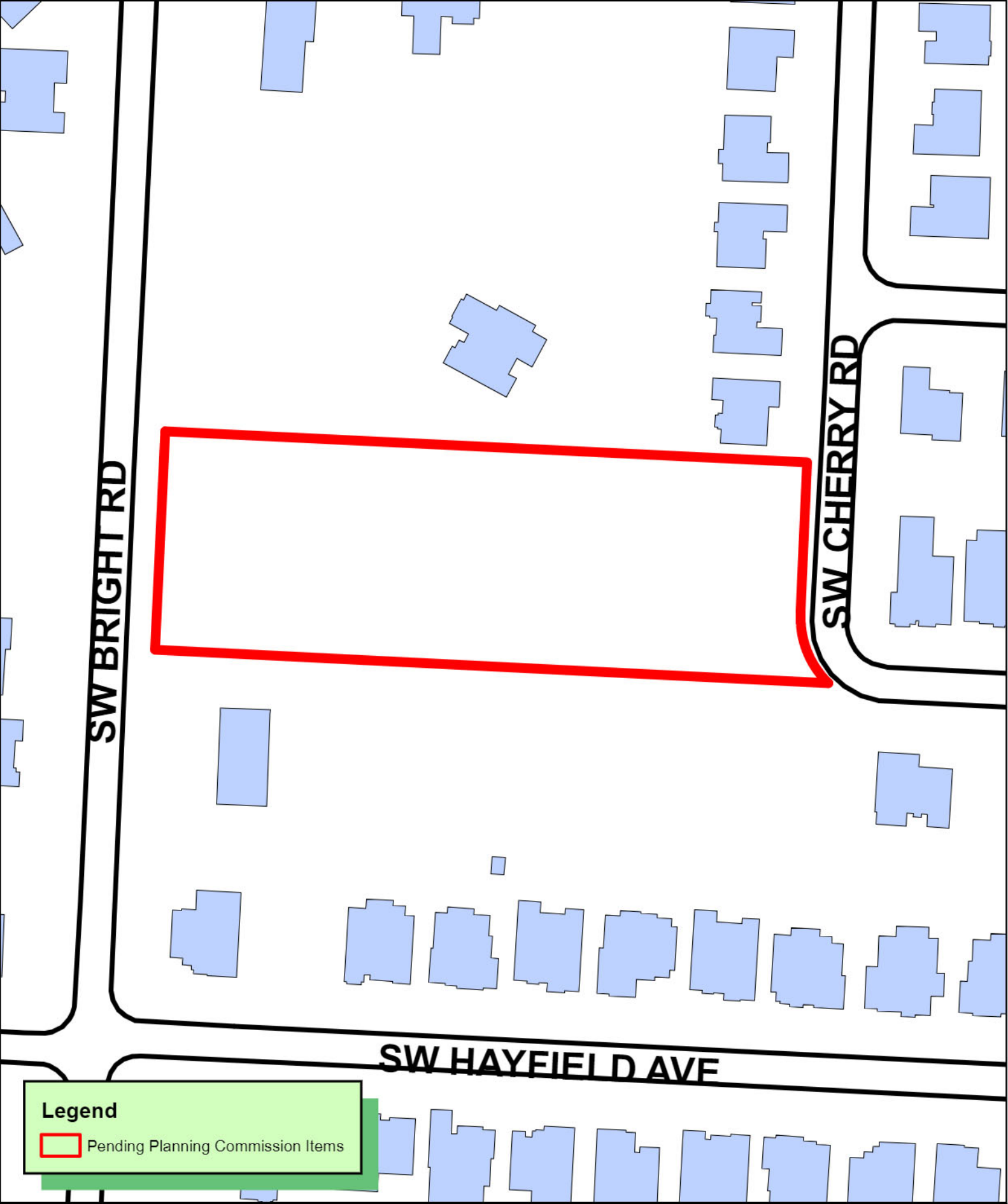
- ❖ The descriptions below shall serve as the staff report for each of the proposed consent agenda items.

1. Lot Split: Lot 1, 2 and 3 of Pabst Addition, Pabst Revocable Trust, 4229 Southwest Bright Road, R-1, Low Density Single Family Residential, *LS23-0036*

A lot split of unplatted section land and part of Lot 174 of Oxford Ridge Subdivision, creating new Lots 1, 2 and 3 of Pabst Addition. The Plat dedicates utility easements to serve the newly created lots. Per the requirements of the Master Street Plan, right-of-way along both Southwest Bright Road and Southwest Cherry Road are adequate. No variances or waivers are associated with this property line adjustment.

2. Property Line Adjustment: Lot 35, Block 2 of Clark's 2nd Addition, Ted and Suzanne Lennard, 306 Southwest 3rd Street, R-1, Low Density Single Family Residential, *LS23-0042*

A property line adjustment of existing lots 21 and 22, Block 2 of Clarks 2nd Addition, creating Lot 35, Block 2 of Clark's 2nd Addition. The Plat dedicates a utility easement to serve the newly created lot. Per the requirements of the Master Street Plan, right-of-way along Southwest 3rd Street is adequate. No variances or waivers are associated with this property line adjustment.



Legend

 Pending Planning Commission Items



1 inch = 100 feet

LS23-0036
LOTS PLIT
PABST ADDITION
LOTS 1-3



LOT SPLIT OF PARCEL 01-07951-005 & PART OF LOT 174 OF OXFORD RIDGE SUBDIVISION
CREATING PABST ADDITION, LOTS 1, 2, & 3

LOCATED IN SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST

4229 SW BRIGHT RD, BENTONVILLE, AR 72712

BENTON COUNTY

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-19N-31W-0-12-140-04-1659

COMPLETED FIELD WORK:
MAY 26, 2023

REFERENCE DOCUMENTS:
1. SURVEY PLAT FILED IN PLAT BOOK 2005 AT PAGE 763.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

APPROVAL OF THE PLAT DOES NOT CARRY ANY ASSURANCES THAT THE TRACT OR TRACTS WILL QUALIFY FOR A SEPTIC SYSTEM PERMIT FROM THE ARKANSAS HEALTH DEPARTMENT.

APPROVAL OF THIS PLAN DOES NOT IN ANY WAY INDICATE THAT ANY OF THE LOTS ON THIS PLAN ARE BUILDABLE ACCORDING TO THE PLANNING REGULATIONS OF BENTON COUNTY, ARKANSAS, NOR AN ENDORSEMENT BY THE PLANNING BOARD OF SAID BUILDABILITY OF SAID LOTS.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

ZONING INFORMATION

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

OWNER/DEVELOPER

PABST REVOCABLE TRUST MATTHEW & STACIE
479-531-3905

VICINITY MAP

NOT TO SCALE



SURVEY DESCRIPTION

PARENT TRACT (PARCEL #01-07951-005 & 01-12535-001)

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, AND ALSO BEING A PART OF LOT 174 OF OXFORD RIDGE SUBDIVISION, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT WHICH IS S87°14'11"E 40.00' FROM THE NORTHWEST CORNER OF SAID TWENTY ACRE TRACT, SAID POINT BEING A SET CAPPED 5/8" REBAR STAMPED "AR 1659" ON THE EAST RIGHT-OF-WAY OF SOUTHWEST BRIGHT ROAD AND RUNNING THENCE S87°14'11"E 525.79' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659" ON THE WEST RIGHT-OF-WAY OF SOUTHWEST CHERRY ROAD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 2 COURSES: S02°26'41"W 121.68' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 65.36', A RADIUS OF 75.93', WITH A CHORD BEARING AND DISTANCE OF S20°57'09"E 63.36' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING N87°09'09"W 551.49' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659" ON THE EAST RIGHT-OF-WAY OF SOUTHWEST BRIGHT ROAD, THENCE ALONG SAID RIGHT-OF-WAY N02°36'50"E 178.88' TO THE POINT OF BEGINNING, CONTAINING 94,737 SQ. FEET OR 2.175 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

LOT 1

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT WHICH IS S87°14'11"E 40.00' FROM THE NORTHWEST CORNER OF SAID TWENTY ACRE TRACT, SAID POINT BEING A SET CAPPED 5/8" REBAR STAMPED "AR 1659" ON THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST BRIGHT ROAD AND RUNNING THENCE S87°14'11"E A DISTANCE OF 265.85' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE S87°14'11"E A DISTANCE OF 126.16' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE S02°26'41"W A DISTANCE OF 105.71' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE N87°09'09"W A DISTANCE OF 302.54' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659" ON THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST BRIGHT ROAD, THENCE ALONG SAID RIGHT-OF-WAY N02°36'50"E A DISTANCE OF 178.88' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659" RETURNING TO THE POINT OF BEGINNING, CONTAINING 60,978 SQ. FEET OR 1.400 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

LOT 2

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, AND ALSO BEING A PART OF LOT 174 OF OXFORD RIDGE SUBDIVISION, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING FROM THE FROM THE NORTHWEST CORNER OF SAID TWENTY ACRE TRACT, THENCE S87°14'11"E A DISTANCE OF 305.85' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", MARKING THE TRUE POINT OF BEGINNING, THENCE S87°14'11"E A DISTANCE OF 259.94' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", LOCATED ON THE WEST RIGHT-OF-WAY OF SOUTHWEST CHERRY ROAD, THENCE ALONG SAID RIGHT-OF-WAY S02°26'41"W A DISTANCE OF 20.00' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE LEAVING SAID RIGHT-OF-WAY N87°14'11"W A DISTANCE OF 133.79' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE S02°26'41"W A DISTANCE OF 53.75' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE N87°14'11"W A DISTANCE OF 126.16' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE N02°26'41"E A DISTANCE OF 73.75' RETURNING TO THE POINT OF BEGINNING, CONTAINING 11,979 SQ. FEET OR 0.275 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

LOT 3

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, AND ALSO BEING A PART OF LOT 174 OF OXFORD RIDGE SUBDIVISION, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING FROM THE FROM THE NORTHWEST CORNER OF SAID TWENTY ACRE TRACT, THENCE S87°14'11"E A DISTANCE OF 565.79' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659" LOCATED ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST CHERRY ROAD, THENCE ALONG SAID RIGHT-OF-WAY S02°26'41"W A DISTANCE OF 20.00' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S02°26'41"W A DISTANCE OF 101.68' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 65.36', WITH A RADIUS OF 75.93', WITH A CHORD BEARING OF S20°57'09"E, WITH A CHORD LENGTH OF 63.36' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE LEAVING SAID RIGHT-OF-WAY N87°09'09"W A DISTANCE OF 158.95' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE N02°26'41"E A DISTANCE OF 159.48' TO A SET CAPPED 5/8" REBAR STAMPED "AR 1659", THENCE S87°14'11"E A DISTANCE OF 133.79' RETURNING TO THE POINT OF BEGINNING, CONTAINING 21,780 SQ. FEET OR 0.500 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 060502025K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

CERTIFICATE OF OWNER:

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS

SOURCE OF TITLE: D.R. _____ PAGE _____

CERTIFICATE OF SURVEYING ACCURACY:

I, WILLIAM G. GAGNER, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL, ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION

WILLIAM G. GAGNER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR 1659
STATE OF ARKANSAS

CERTIFICATE OF FINAL APPROVAL:

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____

BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____

MAYOR CITY OF BENTONVILLE

SIGNED: _____

CITY CLERK, CITY OF BENTONVILLE

LAND AREA

PARENT TRACT
PARCEL #01-07951-005 & #01-12535-001
94,737 SQ. FEET ±
2.175 ACRES ±

LOT 1
60,978 SQ. FEET ±
1.400 ACRES ±

LOT 2
11,979 SQ. FEET ±
0.275 ACRES ±

LOT 3
21,780 SQ. FEET ±
0.500 ACRES ±



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

DATE	REVISION HISTORY	BY

SURVEYOR JOB NUMBER: 23-3597	SURVEY DRAWN BY: BDM - 06/07/2023
SURVEY REVIEWED BY: TPN	SCALE: N/A
FOR THE USE AND BENEFIT OF: MATT PABST	CITY OF BENTONVILLE PROJECT NO: LS23-0036

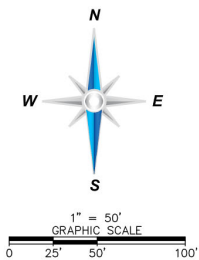
LOT SPLIT OF PARCEL 01-07951-005 & PART OF LOT 174 OF OXFORD RIDGE SUBDIVISION

CREATING PABST ADDITION, LOTS 1, 2, & 3

LOCATED IN SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST

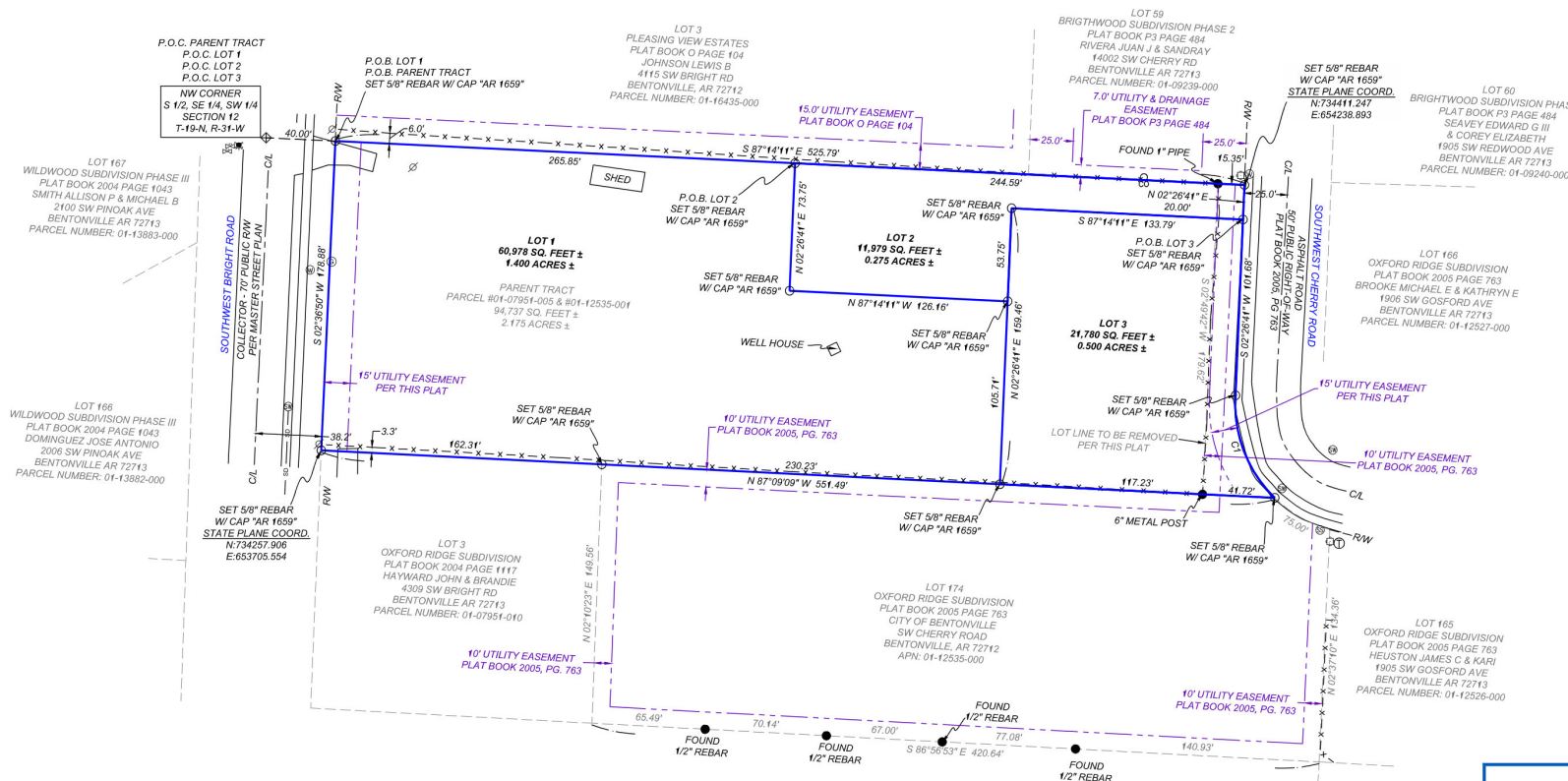
4229 SW BRIGHT RD, BENTONVILLE, AR 72712

BENTON COUNTY



LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- ⊕ COMPUTED POINT
- ⊗ SANITARY SEWER
- ⊙ STORM WATER
- ⊙ GAS METER
- ⊙ WATER METER
- ⊙ CLEANOUT
- ⊙ TELEPHONE MANHOLE
- ⊙ ELECTRICAL BOX
- ⊙ POWER POLE
- ⊙ FIRE HYDRANT
- ⊙ WATER VALVE
- ⊙ RIGHT-OF-WAY
- CL CENTERLINE
- P.O.C. POINT OF POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY LINE
- CENTERLINE
- x - x - FENCE LINE



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
CL	75.93'	65.36'	N 20°57'30" W	63.36'

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 7TH DAY OF JUNE, 2023.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

BLEW

& ASSOCIATES, P.A.

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

Surveying
Engineering
Mapping

SURVEYOR JOB NUMBER: 23-3597	SURVEY DRAWN BY: BDM - 06/07/2023
SURVEY REVIEWED BY: TPN	SCALE: 1" = 50'
FOR THE USE AND BENEFIT OF: MATT PABST	CITY OF BENTONVILLE PROJECT NO: LS23-0036

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF UNPLATTED SECTION LAND
AND PART OF LOT 174 OF OXFORD RIDGE SUBDIVISION; CREATING NEW
LOTS 1, 2, AND 3 OF PABST ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS23-0036)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of UNPLATTED SECTION LAND AND PART OF LOT 174 OF OXFORD RIDGE SUBDIVISION, creating new LOTS 1, 2, AND 3 OF PABST ADDITION Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 15, 2023;

WHEREAS, said lot split is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the lot split of UNPLATTED SECTION LAND AND PART OF LOT 174 OF OXFORD RIDGE SUBDIVISION, creating new LOTS 1, 2, AND 3 OF PABST ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

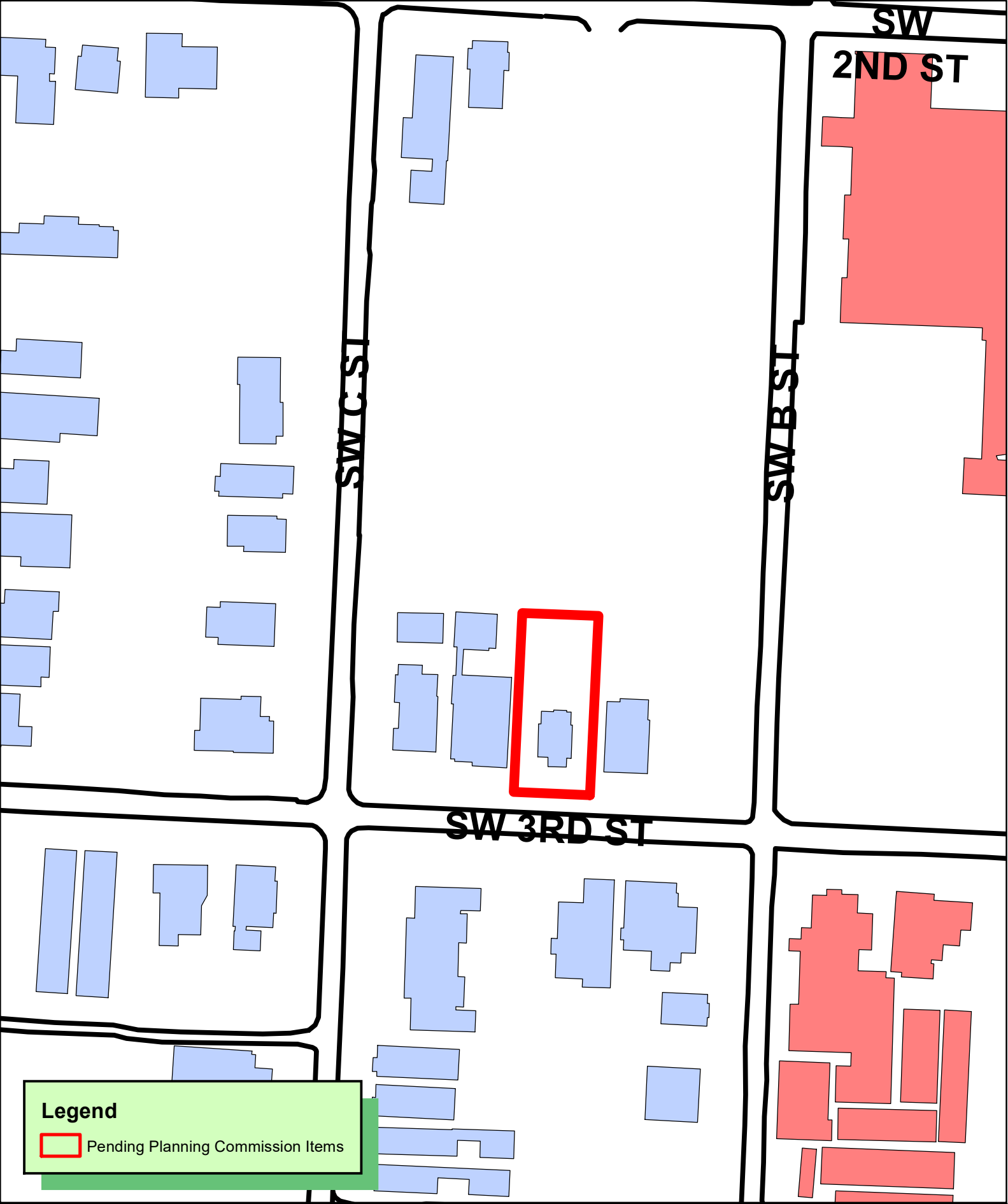
PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



**SW
2ND ST**

SW C ST

SW B ST

SW 3RD ST

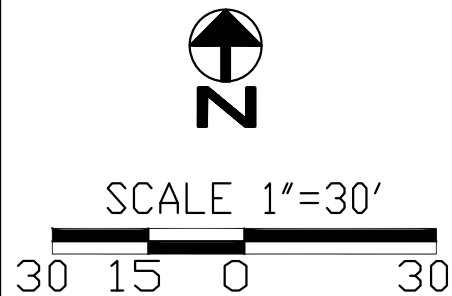
Legend
 Pending Planning Commission Items



1 inch = 100 feet

**LS23-0042
LOT SPLIT
CLARKS 2ND ADDITION
LOTS 21 & 22 BLOCK 2 CREATING LOT 35**





CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION:

SIGNED:

MAYOR

CITY CLERK

PLANNING COMMISSION CHAIRMAN

CITY REQUIRED NOTES:

1. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
3. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
5. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

SITE ADDRESS:
306 S.W. 3RD STREET
BENTONVILLE, ARKANSAS
ATLAS PAGE = 403A

BASIS OF BEARING

ARKANSAS STATE PLANE
COORDINATE SYSTEM, CITY OF
BENTONVILLE, AR CONTROL
MONUMENTS (7 & 1).



FLOOD CERTIFICATION

THIS PROPERTY DOES NOT LIE IN FLOOD ZONE AE OR A, AS SHOWN ON FEMA PANEL #05007C0255 K, DATED JUNE 05, 2012.

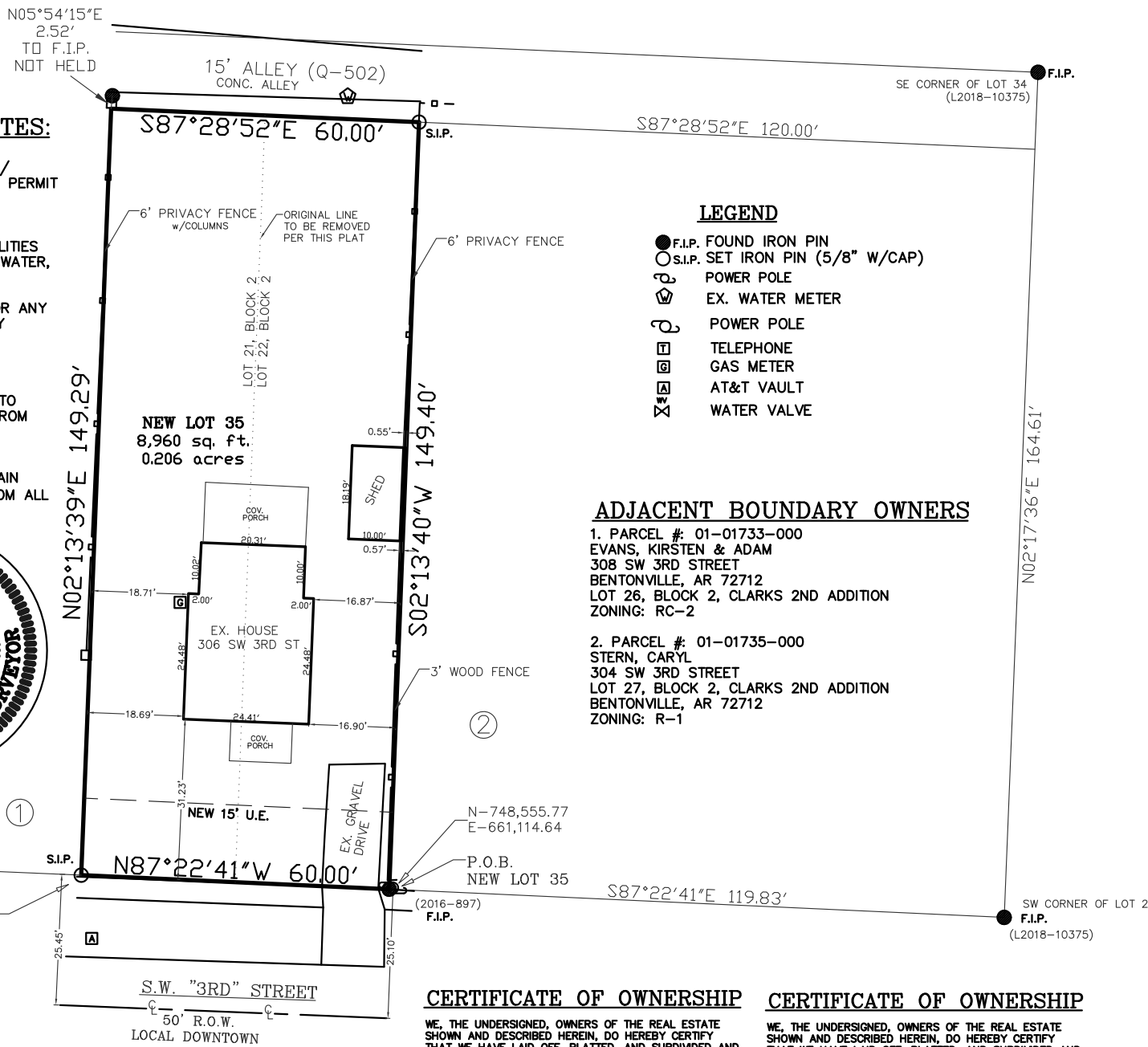
LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ON THE 28TH DAY OF JUNE, 2023 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN ON THIS PLAT, ALL EASEMENTS AND ENCROACHMENTS REVEALED BY THE SURVEY ARE AS SHOWN ON THIS PLAT.

DAVID B. PLATZ, R.L.S. #1553

NOTES

1. PARENT DEED IS A WARRANTY DEED FILED ON JUNE 27, 2022 & FOUND AT BOOK L2022, PAGE 42410.
2. TAX PARCEL FOUND AT 01-01734-000.
3. THE CURRENT ZONING FOR THE PROPERTY IS LOW DENSITY SINGLE FAMILY RESIDENTIAL (R-1). SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
4. OUR LIMITED RESEARCH COULD NOT FIND ANY EXISTING EASEMENTS ON THE PARENT TRACT, A MORE INDEPTH SEARCH IS NEEDED TO VERIFY.
5. THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT.



LEGEND

- F.I.P. FOUND IRON PIN
- S.I.P. SET IRON PIN (5/8" W/CAP)
- ⊕ POWER POLE
- ⊕ EX. WATER METER
- ⊕ POWER POLE
- ⊕ TELEPHONE
- ⊕ GAS METER
- ⊕ AT&T VAULT
- ⊕ WATER VALVE

ADJACENT BOUNDARY OWNERS

1. PARCEL #: 01-01733-000
EVANS, KIRSTEN & ADAM
308 SW 3RD STREET
BENTONVILLE, AR 72712
LOT 26, BLOCK 2, CLARKS 2ND ADDITION
ZONING: RC-2
2. PARCEL #: 01-01735-000
STERN, CARYL
304 SW 3RD STREET
LOT 27, BLOCK 2, CLARKS 2ND ADDITION
BENTONVILLE, AR 72712
ZONING: R-1

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION

SIGNED: (TED A. LENNARD)

NAME AND ADDRESS:

PRINT NAME:

SOURCE OF TITLE: D.R. PAGE:

STATE OF ARKANSAS)

COUNTY OF BENTON)

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF 2023.

NOTARY PUBLIC SIGNATURE

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION

SIGNED: (SUZANNE B. LENNARD)

NAME AND ADDRESS:

PRINT NAME:

SOURCE OF TITLE: D.R. PAGE:

STATE OF ARKANSAS)

COUNTY OF BENTON)

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF 2023.

NOTARY PUBLIC SIGNATURE



PROPERTY DESCRIPTION (NEW LOT 35)

NEW LOT 35, BLOCK 2, CLARK'S 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF NEW LOT 35, THENCE NORTH 87°22'41" WEST 60.00 FEET; THENCE NORTH 02°13'39" EAST 149.29 FEET; THENCE SOUTH 87°28'52" EAST 60.00 FEET; THENCE SOUTH 02°13'40" WEST 149.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.206 ACRES MORE OR LESS, SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE CONVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

PART OF LOT 21 AND LOT 22
CREATING LOT 35, BLOCK 2
IN CLARK'S 2ND ADDITION
BENTONVILLE, ARKANSAS

PROPERTY LINE ADJUSTMENT	REVISIONS		
	No.:	BY:	DATE:
OWNER: TED & SUZANNE LENNARD c/o MATT MARRS 4006 S.W. 4TH STREET BENTONVILLE, AR 72712	#1	CITY	7/21/23
SURVEYOR: 273-7989 OR 366-7989 DAVID B. PLATZ P.O. BOX 223 BENTONVILLE, AR 72712	DRAWN BY:	DATE:	
	DBP/ZHS	6/29/23	
	CHECKED BY:	JOB No.:	
		2023241	
	SCALE:	SHEET:	
	1"=30'	1	

BENTONVILLE PROJECT NUMBER: LS23-0042

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF EXISTING
LOTS 21 & 22, BLOCK 2 OF CLARK'S 2ND ADDITION; CREATING NEW LOT 35,
BLOCK 2 OF CLARK'S 2ND ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS23-0042)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of EXISTING LOTS 21 AND 22, BLOCK 2 OF CLARK'S 2ND ADDITION, creating new LOT 35, BLOCK 2 OF CLARK'S 2ND ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 15, 2023;

WHEREAS, said property line adjustment is attached hereto as Exhibit "A";

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

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

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

Section 1: That the property line adjustment of EXISTING LOTS 21 AND 22, BLOCK 2 OF CLARK'S 2ND ADDITION, creating new LOT 35, BLOCK 2 OF CLARK'S 2ND ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Morgan

303 NW H Street

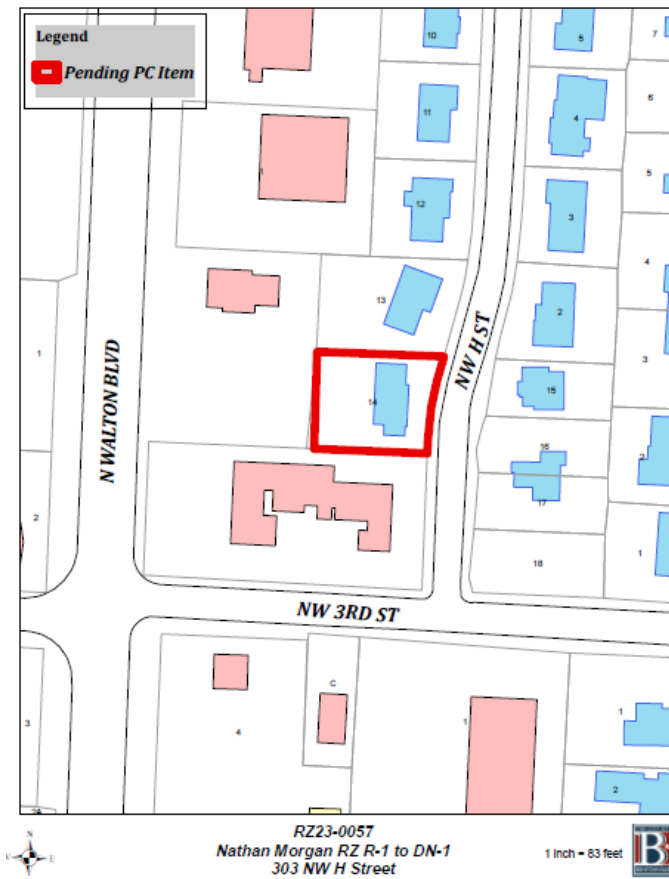
PC Date: 8/15/2023

Reviewer: Luke Aitken, Planning Technician

Project Number	RZ23-0057
Applicant / Current Owner	Nathan and Meredith Morgan
Site Area	+/- 0.30 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Related projects	N/A

<https://arcg.is/08HvK8>

Location Map



Property Description

This property is located at 303 Northwest H Street. It is currently zoned R-1, Single Family Residential and contains an existing single-family home. Adjacent zonings are R-1, Single Family Residential to the north and east along Northwest 3rd Street, and C-2, General Commercial to the south and west along North Walton Boulevard.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Low Density Residential (LDR) and is surrounded Low Density Residential (LDR) land use to the east and General Commercial (GC) to the west.

Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Public Comment

Staff has NOT received public comment regarding this request.

Analysis

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

The proposed zoning of DN-1 is consistent with the Future Land Use Plan for this area and is compatible with the surrounding development patterns within this area of the city which lends additional support to the requested change.

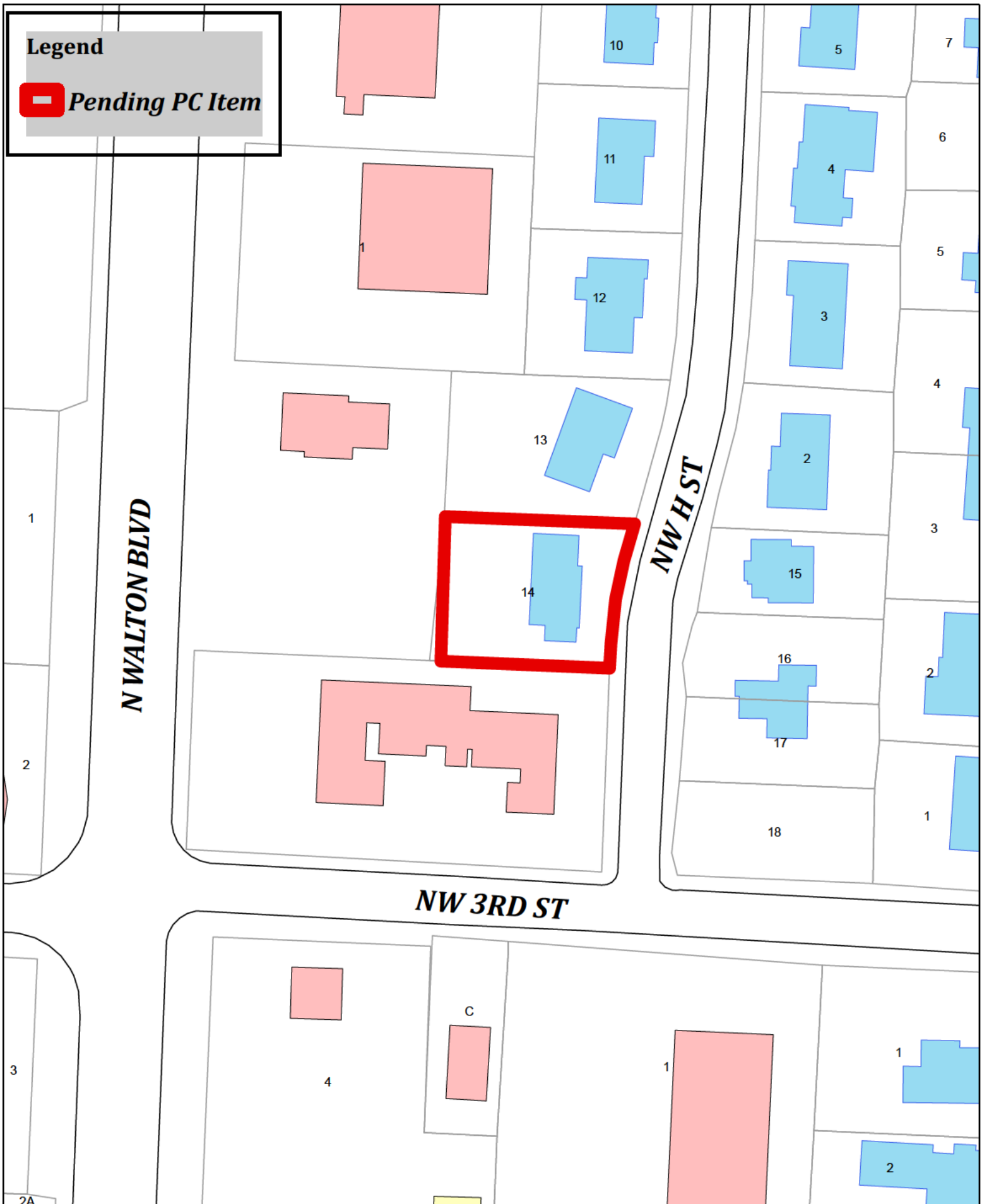
Conclusion

This request is consistent with the Future Land Use Plan, and it is consistent with the uses of the surrounding zoning districts and development patterns.

Legend



Pending PC Item



RZ23-0057

**Nathan Morgan RZ R-1 to DN-1
303 NW H Street**

1 inch = 83 feet

Page 139



Nathan Morgan

303 NW H Street

Rezoning Request Narrative

303 NW H Street is currently zoned R-1, Low Density Single Family Residential. The applicant is requesting to rezone the property to DN-1, Downtown Low Density Residential. The property is currently under the Low Density Residential category of the Land Use Plan and located in the Downtown Intensification Zone. The owner wishes to utilize the maximum lot potential by reducing the front setback from 25 feet in the R-1 zoning district to a 15-foot setback in the DN-1 zoning district. A smaller front setback would allow the applicant to utilize the lot's maximum potential while keeping in line with the surrounding single-family residences and low-density designations.

Water and sewer are available to the site and traffic will not be impacted.



Earthplan Design Alternatives, PA
Civil Engineering / Landscape Architecture

June 23, 2023

Planning Office
City of Bentonville

RE: SW 2nd St Rezone Request
Narrative Letter

To whom it may concern,

For the project known as 707 SW 2nd St Rezone, we are respectfully requesting a rezone for parcel 01-01869-000 from the property's current R-1 (Low Density Single Family Residential) to DN-1 (Downtown Low-Density Residential). This rezoning would allow the property owner to divide this single 0.39 acre parcel into two single family residential lots. The property is located within Corley's Addition Subdivision.

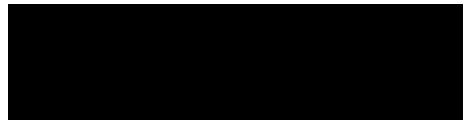
The current property owner is Scott Senyard of Bentonville RE Development LLC. His intention is to rezone the property so it can be divided into two lots for development. Its current R-1 zoning's minimum allowable lot width is 100 ft. Since the property's lot width is 100.46 ft, the lot cannot be divided under its current zoning. DN-1 zoning allows lot width minimums of 50 ft.

We feel that a rezone to DN-1 would be appropriate for this area of town, as it would continue to be single-family residential in keeping with neighbors on this street. Its land use would actually be less intense than the neighbor across the street, though, because a duplex is located on that property.

A 6" water line provides water to the property. A 6" sewer line provides sewer but a sewer main extension will be designed to bring sewer to the new lot that this rezone is needed for. Road access would be from SW 2nd St. Traffic from the two lots onto SW 2nd would be minimal since the density would only increase from one to two homes. Signage will not be needed since the proposed use is single family residential. Appearance would be in keeping with city code.

Please contact us if additional documentation is needed to process this Variance request. We look forward to working with your staff to complete the review of this proposed rezone.

Respectfully,
Sarah Geurtz, PLA
sdg@eda-pa.com



ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ23-0057)

WHEREAS, Nathan and Meredith Morgan, duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 14, MANOR HEIGHTS SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD F, AT PAGE 24.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 15, 2023 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL.

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 zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk